

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, March 4, 2024

4:00 PM – Special Meeting/Closed Session

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

How to Observe or Listen to the Meeting:

- Online at <https://ranchocordovaca.portal.civicclerk.com>
- Online via Zoom: <https://cityofranchocordova.zoom.us/j/81630466928>
Webinar ID: 816 3046 6928
- By phone: +1 669 900 6833 or +1 253 215 8782
Webinar ID: 816 3046 6928

Public Comment

Members of the public who wish to address the City Council may do so in person during the meeting by completing and submitting a Speaker Card to the City Clerk.

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 2:00 p.m. on Monday, March 4, 2024. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, March 4, 2024, at 2:00 p.m.

AMENDED AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander

2. PUBLIC COMMENT

At a special meeting, members of the public wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEMS

- 3.1. **Subject:** Appointment of Real Property Negotiators City Manager Micah Runner, and City Attorney Adam U. Lindgren, for the Following Property and Assessor's Parcel Number (APN): 10801 White Rock Road, 072-0610-091.

Recommendation: Approve appointment of Real Property Negotiators.

4. ADJOURN TO CLOSED SESSION

Mayor Sander will adjourn the meeting to closed session.

5. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and David Sander

6. CLOSED SESSION

Council will meet in closed session to discuss the following items:

- 6.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) 350 Sacramento, a California non-profit benefit corporation; and Oscar Balaguer v. City of Rancho Cordova, a general law city; City Council for the City of Rancho Cordova, and DOES 1 to 10, inclusive. Sacramento Superior Court Case No. 23WM000101.
- 6.2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property 10801 White Rock Road, Assessor's Parcel Number (APN): 072-0610-091, City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: Brooks Erickson and Amy Brager. Under Negotiation: Price and Terms of Payment.

7. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in closed session.

8. ADJOURNMENT TO REGULAR MEETING

Mayor Sander will adjourn closed session to the Regular meeting in the David B. Roberts Council Chambers.

9. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander

10. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

11. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the pledge.

12. INVOCATION

Donny Burleson with Freedom Church will give the invocation.

13. PRESENTATIONS

- 13.1. Presentation of Proclamation to Soroptimist International of Rancho Cordova and Gold River for Women's History Month 2024.

14. PUBLIC COMMENT

Members of the public wishing to address the City Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk.

For items on the agenda, speakers will be called by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

15. COUNCIL REPORTS

16. CITY MANAGER'S REPORT

17. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 17.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of February 20, 2024.
Recommendation: Adopt the minutes.
- 17.2. **Subject:** Citywide Roundabout Feasibility Study and Implementation Plan.
Recommendation: Approve the Citywide Roundabout Feasibility Study and Implementation Plan.
- 17.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 38-2019-2 with Roush Landscape Services to Extend the Contract Term from June 30, 2024, to June 30, 2026, Resulting in an Increase to the Contract Amount from \$2,396,000 to an Amount not to Exceed \$3,404,600 for Continued Landscape Maintenance Services.
Recommendation: Adopt the Resolution.
- 18. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**
- 18.1. **Subject:** Second Reading of an Ordinance Amending Sections 10.50.010 and 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code to Establish Enforceable Speed Limits on the Roads Listed in the Ordinance.
Recommendation: Waive the second reading and adopt the Ordinance.

- 18.2. **Subject:** An Ordinance of the City Council of the City of Rancho Cordova Amending Title 2 Administration and Personnel, Chapter 2.30 Planning Commission to Incorporate Additional Qualifications to At-Large Members (CEQA Exempt pursuant to Section 15061(b)(3)).
Recommendation: Waive the first reading and introduce the Ordinance.
- 18.3. **Subject:** A Resolution Approving the Street Name Change of Poopenaut Court to Artist Point Court in the Sunridge Park Community.
Recommendation: Adopt the Resolution.
- 18.4. **Subject:** A Resolution Approving the 2023 Community Development Block Grant Consolidated Annual Performance Evaluation Report for Submittal to U.S. Department of Housing and Urban Development.
Recommendation: Adopt the Resolution.

19. PUBLIC HEARING ITEMS

- 19.1. **Subject:** Public Hearing to Receive Protests to the Proposed Stormwater Utility 1 Fee Increase and a Resolution to Submit the Question to a Vote of the Property Owners for Approval of the Proposed Stormwater Utility 1 Fee Increase.
Recommendation: Hold a noticed public hearing to consider protests to the proposed Stormwater Utility 1 increase and, if a majority protest is not received at the Protest Hearing, adopt the Resolution to submit the question of the proposed Stormwater Utility 1 Fee increase to a vote of the owners of the property subject to the proposed fee increase for approval.

20. REGULAR CALENDAR ITEMS

- 20.1. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-33 with either Atlas Disposal Industries or Allied Waste Services of North America for the Residential Solid Waste Services and Street Sweeping Services Contract Beginning January 1, 2025, through December 31, 2034.
Recommendation: Select the preferred contractor for the Residential Solid Waste Services and Street Sweeping Services contract beginning January 1, 2025, and adopt the Resolution authorizing the City Manager to execute the contract with either Atlas Disposal Industries or Allied Waste Services of North America (Republic Services).
- 20.2. **Subject:** Selection of Official City Flower.
Recommendation: Select the official City of Rancho Cordova flower.
- 20.3. **Subject:** Rancho Cordova Police Department Update.
Recommendation: Receive information.

21. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

22. ADJOURNMENT

ADDITIONAL INFORMATION

Special Meetings listed below are subject to change/cancellation without further notice.

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. or scheduled on the next regular meeting agenda of the Council.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

March 18, 2024	5:30 PM Regular Meeting
March 26, 2024	5:30 PM Special Meeting/Work Session
April 2, 2024	4:00 PM Special Meeting/Regular Meeting
April 23, 2024	5:30 PM Special Meeting/Work Session
May 6, 2024	4:00 PM Special Meeting/Regular Meeting
May 20, 2024	5:30 PM Regular Meeting
May 28, 2024	5:30 PM Special Meeting/Work Session
June 3, 2024	4:00 PM Special Meeting/Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the March 4, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on February 29, 2024 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed February 29, 2024 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, February 20, 2024

5:30 PM – Regular Meeting
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:36 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Donald Terry, and Mayor David Sander

Council Members Absent: Siri Pulipati

Staff Members Present: Anthony Amara, Stacy Leitner, Persephonie Riley, and Micah Runner

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Matthew Tamayo led the pledge.

4. INVOCATION

Dr. Dan DeShong with River City Christian Church gave the invocation.

5. PRESENTATIONS

- 5.1. Introduction of New Employee Samantha Mott, Senior Communications Officer by Maria Kniestedt, Communications and Public Affairs Director.

6. PUBLIC COMMENT

Mayor Sander opened the public comment period. The following individuals addressed

ITEM 17.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, February 20, 2024

the Council or submitted public comment via email:

1. Larry Ladd
2. James Garcia
3. Helen Whelan-Bashaw
4. Shawna Mandell
5. Heidi Moore
6. Bethany Royer
7. Angel Ball

Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Sander stated that items 9.4 and 9.5 would be pulled for separate discussion.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 9.1 through 9.3 by Budge second by Terry;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Sander

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of February 5, 2024 and the Special Meeting of February 12, 2024.

Recommendation: Adopt the minutes.

- 9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-17 in an Amount not to Exceed \$212,417 with PBM Construction, Inc. to Construct the 2023 ADA Sidewalk Improvement Project - Phase 2 at Various Locations in the City.

Recommendation: Adopt the Resolution.

- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-24 in an Amount not to Exceed \$1,956,889 with Ascent Environmental, Inc. for the General Plan Update and Associated Environmental Impact Report.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute an Agreement with the United States Department of Energy to Receive Grant Funds in the Amount of \$138,900 for the Purchase and Installation of Additional Electric Vehicle Chargers at City Hall.

Recommendation: Adopt the Resolution.

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, February 20, 2024

ATTACHMENT 1

1. Larry Ladd

Mayor Sander closed the public comment period.

- 9.5. **Subject:** A Resolution Authorizing Application to the California Department of Housing and Community Development Prohousing Incentive Pilot Program Round 2 Funding and Allocating Program Funds to the Mather Veterans Village Phase 4 Affordable Housing Development Project.

Recommendation: Adopt the Resolution.

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Helen Whelan-Bashaw

Mayor Sander closed the public comment period.

ACTION: Motion to approve items 9.4 and 9.5. by Budge second by Terry;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Sander

NOES: None

ABSENT: Pulipati

ABSTAIN: None

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander stated that items 10.2 and 10.3 would be pulled for separate discussion.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Motion to approve item 10.1 by Budge second by Terry;
Motion passed with a 5:0 vote.

AYES: Budge, Gatewood, Terry, and Sander

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 10.1. **Subject:** Sunridge Park III – Tentative Subdivision Map and General Plan Amendment (CEQA Exempt Pursuant to Section 15183. Projects Consistent with the Community Plan, General Plan or Zoning) – Project PLND-0822-0050 – Located at the Southwest Corner of Canyonlands Drive and Timberland Drive; APN: 067-0650-052-0000.

Recommendation: Determine the project Exempt per Section 15183 Projects Consistent with a Community Plan, General Plan, or Zoning and adopt the Resolution approving the Sunridge Park III Tentative Subdivision Map and General Plan Amendment subject to the findings contained in the Resolution and Conditions of Approval.

- 10.2. **Subject:** An Ordinance Amending Sections 10.50.010 and 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code to Establish Enforceable Speed Limits on the Roads Listed in the Ordinance.

Recommendation: Waive the first reading and introduce the Ordinance.

Mayor Sander opened the public comment period. The following individuals addressed

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, February 20, 2024

ATTACHMENT 1

the Council or submitted public comment via email:

1. Tera Kolvenbach
2. James Garcia
3. Helen Whelan-Bashaw
4. Valerie Knippschild
5. James Garcia
6. Marilyn Metzger

Mayor Sander closed the public comment period.

ACTION: Motion to approve item 10.2. by Terry second by Budge;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Sander

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 10.3. **Subject:** An Ordinance of the City Council of the City of Rancho Cordova Amending Title 2 Administration and Personnel, Chapter 2.30 Planning Commission to Incorporate Additional Qualifications to At-Large Members (CEQA Exempt pursuant to Section 15061(b)(3)).

Recommendation: Waive the first reading and introduce the Ordinance.

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. James Garcia
2. Helen Whelan-Bashaw
3. Belinda Rianda
4. Jim Garcia

Mayor Sander closed the public comment period.

ACTION: Motion to continue item 10.3 to the March 4, 2024 City Council meeting by Budge second by Terry;

Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Sander

NOES: None

ABSENT: Pulipati

ABSTAIN: None

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** Mine Shaft Digital Billboard Signs - Conditional Use Permit, Minor Design Review, and Operating Agreement (Mitigated Negative Declaration Prepared Pursuant to Article 6 of the California Environmental Quality Act) - Project PLND-0822-0047 - 2300 Mine Shaft Lane; APN: 072-0231-014-0000.

Recommendation: Find the Initial Study/Mitigated Negative Declaration with mitigation measures that was prepared and circulated pursuant to the California Environmental Quality Act (CEQA) for the project is adequate; adopt the Resolution for the Mine Shaft Digital Billboard Signs Conditional Use Permit and Minor Design Review; and approve the Mine Shaft Digital Billboard Signs Operating Agreement.

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, February 20, 2024

ATTACHMENT 1

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. James Garcia
2. Helen Whelan-Bashaw
3. James Garcia
4. Jim Garcia

Mayor Sander closed the public comment period.

ACTION: Motion to approve item 11.1 east digital billboard sign by Budge second by Terry;

Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Sander

NOES: None

ABSENT: Pulipati

ABSTAIN: None

ACTION: Motion to approve item 11.1 west digital billboard sign by Terry second by Gatewood;

Motion passed with a 3:1 vote.

AYES: Gatewood, Terry, and Sander

NOES: Budge

ABSENT: Pulipati

ABSTAIN: None

- 11.2. **Subject:** Public Hearing to Receive Protests to the Proposed Stormwater Utility 1 Fee Increase and a Resolution to Submit the Question to a Vote of the Property Owners for Approval of the Proposed Stormwater Utility 1 Fee Increase.

Recommendation: Continue item to the March 4, 2024, City Council meeting.

Mayor Sander opened the public comment period. The following individuals addressed the Council or submitted public comment via email:

1. Larry Ladd
2. Derald Langwell

Mayor Sander closed the public comment period.

ACTION: Motion to continue item 11.2. to the March 4, 2024 City Council meeting by Budge second by Terry;

Motion passed with a 3:1 vote.

AYES: Budge, Terry, and Sander

NOES: Gatewood

ABSENT: Pulipati

ABSTAIN: None

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Communications Strategic Plan.

Recommendation: Provide July 2022 – December 2023 communications update and answer Council questions.

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, February 20, 2024

ATTACHMENT 1

Council Member Terry left the meeting at 7:26 p.m.

Break 7:30 p.m. - 7:40 p.m.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Input was received regarding Communications Strategic Plan.

12.2. **Subject:** Update on California Laws Enacted in 2023.

Recommendation: Receive the report.

Mayor Sander opened the public comment period. Seeing no speakers, Mayor Sander closed the public comment period.

ACTION: Input was received regarding California Laws Enacted in 2023.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Mayor Sander adjourned the meeting in memory of Lloyd Johns at 8:34 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 17.2.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Kristine Courdy, Senior Civil Engineer
SUBJECT: **CITYWIDE ROUNDABOUT FEASIBILITY STUDY AND IMPLEMENTATION PLAN**

RECOMMENDATION

Approve the Citywide Roundabout Feasibility Study and Implementation Plan.

RESULT OF RECOMMENDED ACTION

Staff would utilize the Citywide Roundabout Feasibility Study and Implementation Plan which would provide a roadmap for potential retrofitting of roundabouts at existing locations in the City and guidelines for including roundabouts in future developments.

BACKGROUND

The City of Rancho Cordova applied for and successfully received a Fiscal Year 2021-22 California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant in the amount of \$154,928 for the Citywide Roundabout Feasibility Study and Implementation Plan (the Plan). The Plan explored options to include roundabouts to better serve the needs of the community and evaluated the feasibility of switching traffic signals and stop sign controlled intersections to roundabouts. The Plan created a prioritized roundabout implementation plan with conceptual designs of potential locations and created guidelines to evaluate roundabout locations in the future.

On June 6, 2022, the City Council awarded a professional services agreement to Kittelson & Associates, Inc. to prepare the Plan. To develop the Plan, Kittelson screened potential roundabout locations, studied the intersections, tested overlay design sketches, and gathered input from the community and stakeholders. The community feedback included three community meetings reaching fifty attendees and an online survey with eighty-eight responses. One section of the Plan includes the Roundabout Guidelines (refer to Appendix F of the Plan, [Attachment 1](#)) that will help guide the design of roundabouts in new developments throughout the City.

The Plan was initially presented at the January 16, 2024, City Council meeting. The City Council and community feedback has been incorporated into the Plan. After approval, the next steps will be to seek grants and funding to implement concepts and use the Roundabout Guidelines to identify new roundabouts within existing neighborhoods and future development.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the Citywide Roundabout Feasibility Study and Implementation Plan consists of \$154,928.00 from the Caltrans Sustainable Transportation Planning Grant Program and the required City match is funded from Gas Tax for the delivery of this project. The project has no impact on the General Fund.

This project is included in the City's current approved Capital Improvement Plan and is in the current budget.

ATTACHMENT(S)

1. CORC Roundabout Final Report - Report & Appendices



DECEMBER 2023

RANCHO CORDOVA ROUNDAABOUT FEASIBILITY STUDY REPORT



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Executive Summary



Executive Summary

About the Project

Roundabouts can decrease city congestion, improve traffic safety, and reduce greenhouse gas emissions. This document outlines guidance to help the City plan and implement roundabouts at future and existing locations, where feasible.

Technical Advisory Committee (TAC)

Feedback and questions from the TAC helped guide design priorities, emergency vehicle and access needs, and existing and planned transit needs.

Project Goals

The City set three goals for this project:

- 1** Identify suitable existing locations for roundabouts.
- 2** Prepare planning and design guidelines for future roundabouts.
- 3** Develop a forward-looking roundabout priority plan for the City of Rancho Cordova.

TAC Members

**Sacramento Regional
Transit District (SacRT)**

**Folsom Cordova Unified
School District**

**Sacramento Metropolitan
Fire District**

Civic Thread

**Sacramento Area Bicycle
Advocates**

Project Process

1/ Screen potential roundabout locations using existing city data.

2/ Study top location intersections and test overlay design sketches.

3/ Gather input from the community and technical advisory committee and develop roundabout designs.

4/ Prepare City roundabout guidelines.

Location Screening Process

To identify existing intersections in Rancho Cordova that may be good candidates for roundabouts, the project team developed a screening process that evaluated locations first by priority and then by feasibility. The screening process used data on traffic counts and travel demand forecasts, land use, roadway characteristics, demographics, and environmental characteristics.



Community Engagement

Rancho Cordova community member questions, concerns, and ideas informed project priorities and the viability of future roundabout locations.

Engagement by the Numbers



3

Public Meetings



50

Attendees



88

Survey Responses

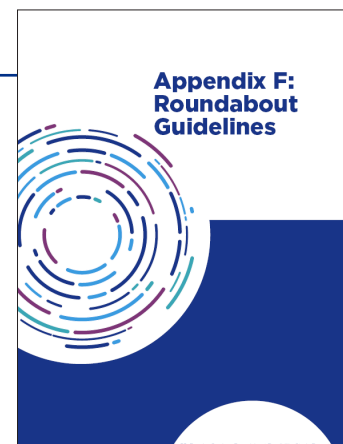


138

Total Connections

Roundabout Guidelines

As part of this project, the project team developed a guide for planning and designing future roundabouts (**Appendix F**). Based on national best practices, this guide will help support City staff, consultants, and other practitioners involved in City projects during the roundabout planning and design process. These guidelines will also help the City and partners site, plan, and move roundabouts through the project development process.





Introduction



Introduction

The City of Rancho Cordova got its start during the Gold Rush, when entrepreneurial spirits raced to extract wealth and opportunity from the landscape. Today, in its prime spot along the American River outside Sacramento, Rancho Cordova is once again a boom town. The city is one of the region's largest employers and boasts a population that has grown by almost 50 percent in 20 years.¹ The city's recent growth in population has created the need to address local transportation safety, circulation, and congestion.

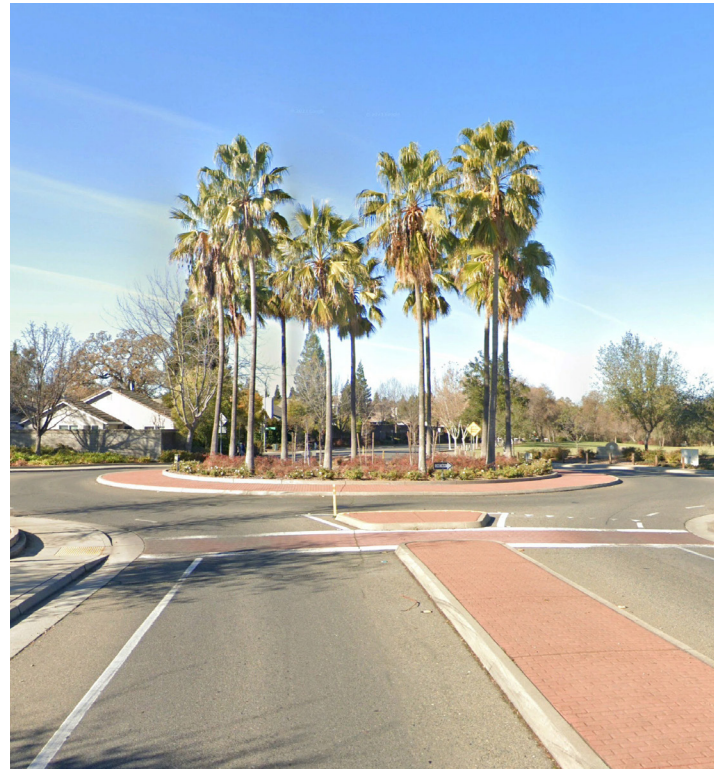
This report summarizes the results of the City of Rancho Cordova Roundabout Feasibility Study, a project funded through the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant Program. The study considered roundabouts as a way to decrease city congestion, improve traffic safety, and reduce greenhouse gas emissions by identifying appropriate existing and future intersection locations for roundabouts. This document identifies the top existing locations for potential Rancho Cordova roundabout projects, offers concepts for those locations, and outlines guidance to help the City plan and implement roundabouts moving forward.

About the Project

Versatile in their size, shape, and design, roundabouts offer numerous safety and operational benefits. Their design forces low vehicle speeds, reduces conflict points for all road users, and promotes efficient traffic operations.² Installing roundabouts can reduce the number and severity of crashes, reduce traffic congestion, and help create a sense of place and function as a gateway into a community (**Figure 1**). And, because they don't require electrical controllers or signal operations, many roundabouts have reduced ongoing costs compared to traffic signals. Roundabouts also are resilient during natural disasters since the intersections continue to function as designed when the power goes out.

To take advantage of these safety and operational benefits, the City of Rancho Cordova studied the feasibility of building roundabouts at new and existing intersections throughout the city. Using a series of data points and community feedback, the project team evaluated and prioritized potential roundabout locations, created an implementation plan—including conceptual designs at five potential roundabout locations—and developed guidelines to help the City plan for and prioritize future roundabouts.

Figure 1. Planted Roundabout as Community Gateway (Citrus Heights, CA)



Source: Google Earth, (38.684381, -121.296489)

¹ City of Rancho Cordova, "Growth by the Numbers," <https://www.cityofranhocordova.org/Home/Components/News/News/4586/19>.

² FHWA, "Roundabouts," August 2023, <https://highways.dot.gov/safety/intersection-safety/intersection-types/roundabouts>.

ITEM 17.2. Project Goals

ATTACHMENT 1

With this project, the City set out to achieve three goals:

- 1** Identify suitable existing locations for roundabouts.
- 2** Prepare planning and design guidelines for future roundabouts.
- 3** Develop a forward-looking roundabout priority plan for the City of Rancho Cordova.

Throughout this project, the City relied on public and stakeholder feedback to help shape and refine the study.

Project Process

- 1/ Screen potential roundabout locations using existing city data.**
- 2/ Study top location intersections and test overlay design sketches.**
- 3/ Gather input from the community and technical advisory committee and develop roundabout designs.**
- 4/ Prepare City roundabout guidelines.**

Why Roundabouts?

Roundabouts are a type of circular intersection where vehicles move counterclockwise around a central island. Drivers entering the roundabout yield and wait for a gap to appear before merging into circulating traffic. This design feature means that no one movement has priority or more dedicated time over the other movements.

Roundabouts have proven safety and operational benefits:

Safer Intersections

Roundabouts can effectively decrease the frequency and severity of crashes by reducing the number of conflict points for drivers, pedestrians, and bicyclists and by reducing vehicle speeds (see **Figure 3**).

More Attractive Streets

Roundabout central islands provide natural locations for landscape and art, which can enhance street aesthetics and help visually indicate that roadway users are entering a distinct community.

More Resilient Infrastructure

Because roundabouts typically don't have signals requiring power, they continue to function even when the power goes out, such as during an earthquake, wildfire, or other emergency.

Access Management

Roundabouts can naturally provide U-turn movements but without the delay of vehicles waiting to make a tight U-turn. This allows the installation of raised medians that restrict left turn movements across traffic, which can help make the street safer.

Lower Life Cycle Costs

Roundabouts don't need electrical controllers, signal maintenance, or retiming, and they have a longer service life than traffic signals. As a result, roundabouts can reduce municipality maintenance costs compared to a signal.³

Less Congestion and Reduced Emissions

When operating within their capacity, roundabouts typically result in lower travel time delays and reduced emissions compared to other intersection control types.⁴ Drivers yield to circulating traffic and take turns rather than waiting for a programmed green signal. This benefit is especially helpful when traffic volume is low outside the peak periods.

³ Niederhauser, M., B. Collins, and E. Myers. "The Use of Roundabouts: Comparison with Alternate Design Solution." Presented at the 67th Annual Meeting of the Institute of Transportation Engineers, Washington, DC, 1997.

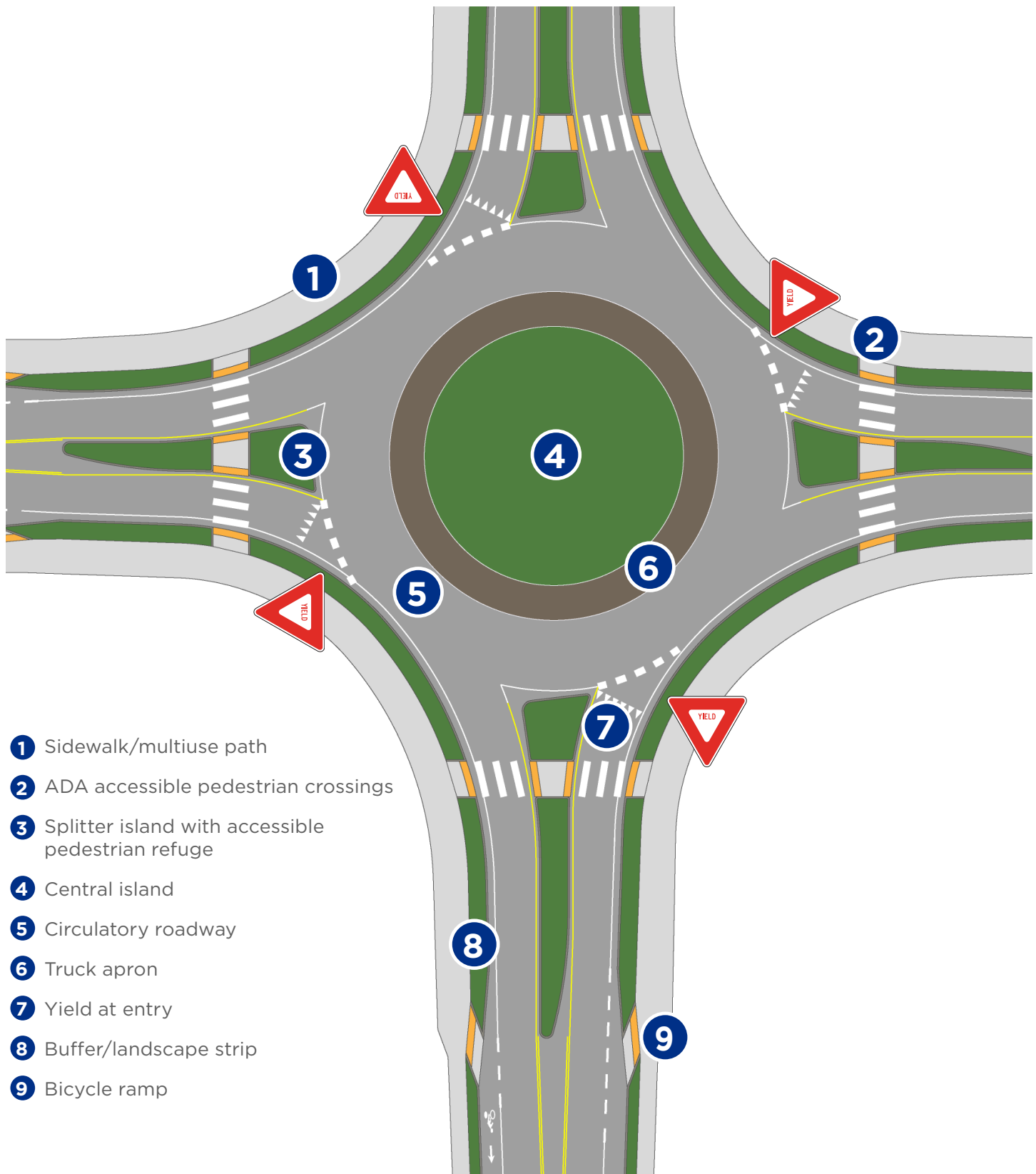
⁴ National Cooperative Highway Research Program (NCHRP), *NCHRP Research Report 1043: Guide for Roundabouts* (2023), Section 2.4.2, <https://nap.nationalacademies.org/catalog/27069/guide-for-roundabouts> and Salamati, K., N. Rouphail, C. Frey, B. Schroeder, and L. Rodegerdts. *Assessment of the Environmental Characteristics of Roundabouts. Vol. III of VII, Accelerating Roundabout Implementation in the United States*, publication FHWA-SA-15-071, FHWA, US Department of Transportation, 2015.

ITEM 17.2. Roundabout Features

ATTACHMENT 1

Not all circular intersections are roundabouts: roundabouts require drivers to yield on entry. **Figure 2** illustrates common features of roundabouts in the United States.

Figure 2. Roundabout Features



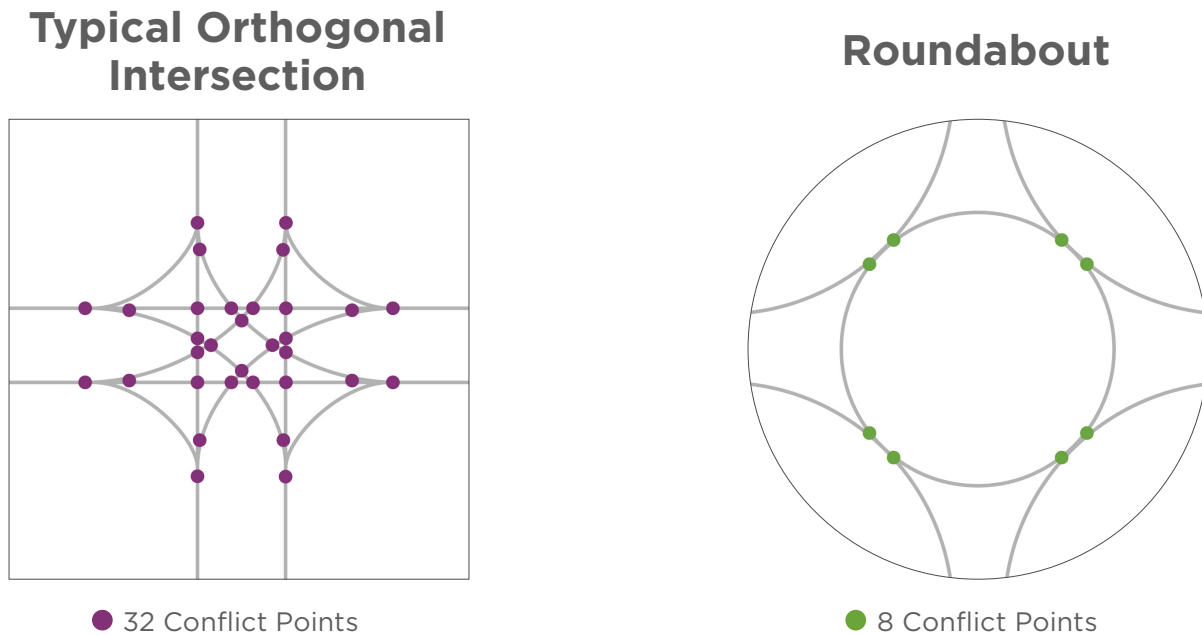
Source: Adapted from NCHRP Research Report 1043, Exhibit 2.1

Roundabouts Reduce Conflict Points

Because they reduce the number of conflict points and their potential severity, roundabouts design away potentially severe head-on and left-turn conflicts (**Figure 3**).

For more on the proven safety outcomes of roundabouts, check out <https://highways.dot.gov/safety/proven-safety-countermeasures/roundabouts>.

Figure 3. Comparing Conflict Points: Signalized or Stop-Controlled Intersection vs. Roundabout



Source: Adapted from NCHRP Research Report 1043, Exhibits 7.2 and 7.3.

Speed Management

A roundabout's circular design creates deflection, which naturally reduces vehicle speeds.

Vehicle speed is a critical component of intersection safety because the speed at which a crash occurs greatly influences the survivability of that crash—particularly for vulnerable road users like bicyclists and pedestrians. Roundabouts save lives by keeping speeds low. In a roundabout, every movement is controlled by forcing drivers to turn along curved paths rather than merely going straight. This deflection naturally slows drivers down (**Figure 4**).

For more on the impact and influence of speed, check out [City Limits: Setting Safe Speed Limits on City Streets](#) from the National Association of City Transportation Officials and [NCHRP Research Report 1043: Guide for Roundabouts](#).

Well-designed roundabouts keep speeds low at entrances, conflict points, and pedestrian crossings.

ITEM 17.2. Solutions to Site-Specific Challenges

Particular locations where roundabouts could provide more benefits than another intersection type share some common features. Intersections or corridors with one or more of the following features could be good candidates for a roundabout:

- / Documented crash history—especially severe angle, turning, or speed-related crashes
- / Drivers routinely exceed the posted or target speed
- / Desired traffic calming
- / Particularly low traffic volumes during non-peak hours compared to the peak hours
- / Two-way stop-control with long delays on side streets
- / Five or more legs of the intersection
- / A high percentage of turning movements, especially left turns or U-turns
- / Change in context and speed (such as at the entrance into a business district or residential neighborhood)
- / A campus, neighborhood, commercial development, or urban area gateway or entrance

Reduced Head-On and Right-Angle Crashes

As they reduce conflict points, roundabouts also design away two types of crashes: right-angle (also called T-bone) and left-turn crashes (**Figure 4**). These two crash types are typically some of the most severe due to the angles of the collision and the resulting high levels of energy transfer involved.

Collisions that occur in a roundabout—typically sideswipe, shallow-angle, or low-speed rear-end crashes—are less severe because the collision angles reduce the impact force and because vehicles are traveling at slower speeds.

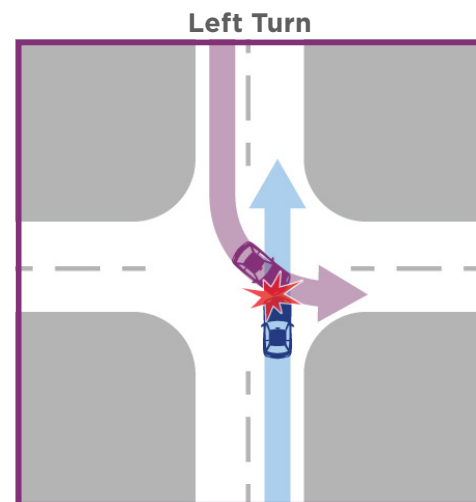
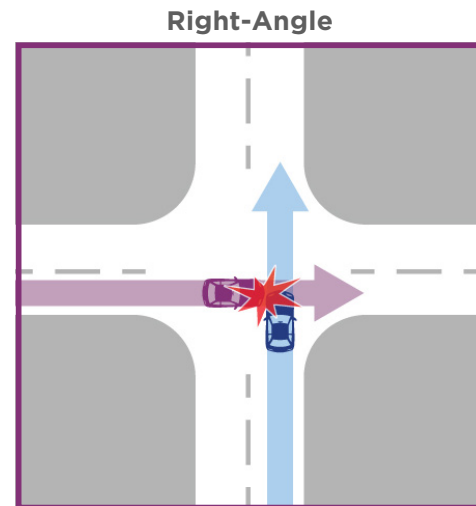
Additional Resources

- / Federal Highway Association, “Roundabouts,” <https://highways.dot.gov/safety/proven-safety-countermeasures/roundabouts>.
- / NCHRP Research Report 1043: Guide for Roundabouts, 2023, <https://www.trb.org/Publications/Blurbs/182939.aspx>.

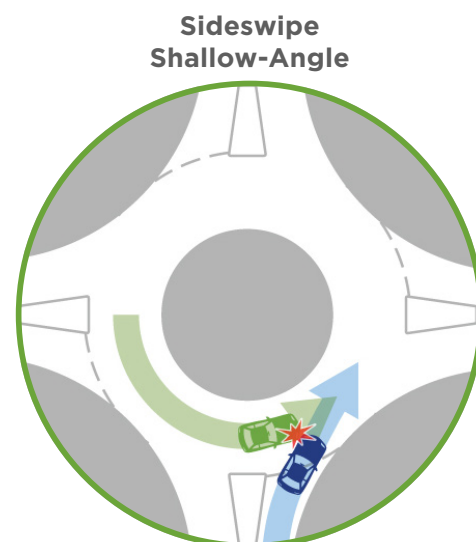
ATTACHMENT 1

Figure 4. Comparing Crash Types: Signalized or Stop-Controlled Intersection vs. Roundabout

Stop-Controlled Intersections



Roundabout



Source: Adapted from *Kansas Roundabout Guide, Second Edition*

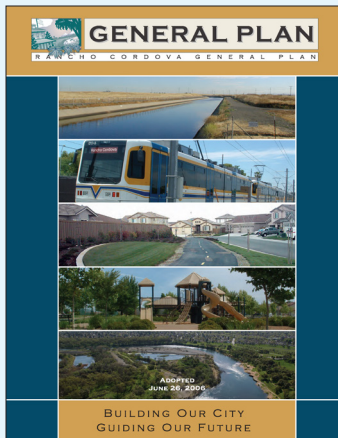


Planning Context



Planning Context

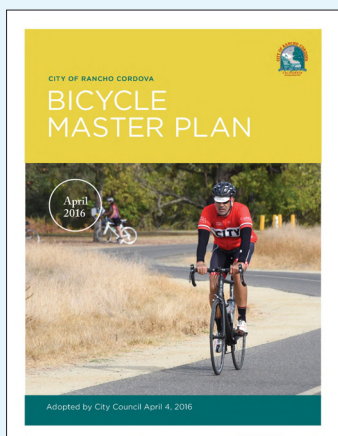
The City of Rancho Cordova works hard to develop plans and policies that provide safe and efficient transportation options for everyone who lives in and visits the city. This project was developed within the City's larger planning and policy ecosystem.



General Plan

The 2006 [Rancho Cordova General Plan](#) and its subsequent updates provide a long-term vision for land use in the city. The City uses this plan as a reference for anticipated future land use and travel demand.

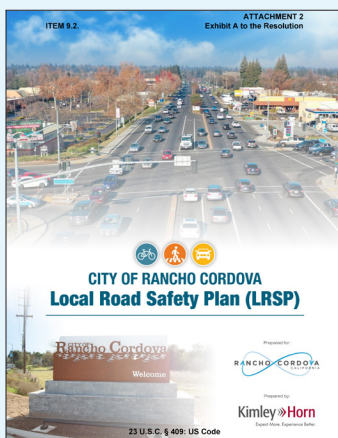
The travel demand needs from the General Plan influence roundabout viability and help determine whether a single-lane or multilane roundabout will be most appropriate in a given location. This roundabout feasibility study and accompanying guidelines offers the next general plan a means to incorporate and evaluate roundabouts as part of future development.



Bicycle Master Plan

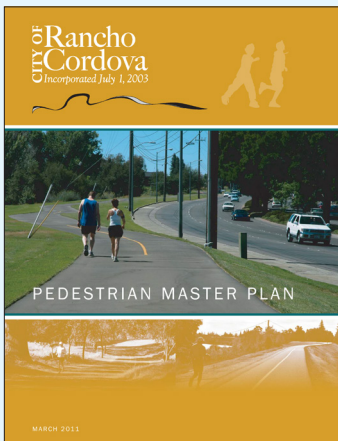
The City's 2016 [Bicycle Master Plan](#) puts the General Plan's bicycling policies and goals into action. The Bicycle Master Plan recommends infrastructure like bike lanes and paths and charts a course for implementation.

This roundabout study used the Bicycle Master Plan to design prospective roundabouts in the context of planned bicycle networks. For example, where the bicycle plan recommends separated bike lanes, this project includes those facilities in the concept design.



Local Road Safety Plan

The City's [Local Road Safety Plan](#) identifies emphasis areas, priority locations, and project recommendations for the City to implement to improve traffic safety. The City may reconsider these locations in light of the results of this feasibility report to determine whether roundabouts are appropriate at previously identified locations.



Pedestrian Master Plan

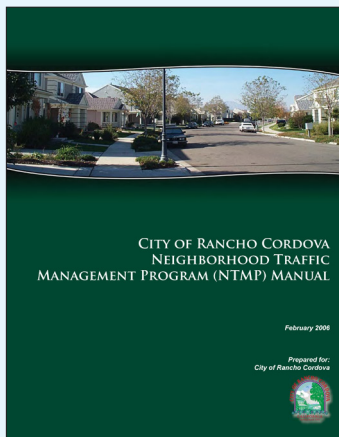
The City's 2011 [Pedestrian Master Plan](#) offers a policy framework to increase walking and improve walking conditions in the city. In addition to development patterns that support walking, the plan identifies pedestrian-supportive infrastructure improvements, such opportunities to fill sidewalk gaps, intersection and crossing improvements, street lights, and neighborhood traffic calming efforts. The Pedestrian Master Plan is a supplement to the General Plan's Circulation Element.



Specific Plans

A specific plan sets planning policies and standardizes how a particular geographic area should develop, including where development can occur, how dense that development can be, and what structures might look like. For the City's specific plans, check out the Planning Division's [document library](#).

When developing specific plans, the City can use information in this roundabout study to identify roundabout locations before setting development constraints.



Neighborhood Traffic Management Program Manual

The City's [Neighborhood Traffic Management Program \(NTMP\) Manual](#) provides a framework and guidelines to help City staff, residents, developers, and other professionals select and prioritize traffic calming devices and designs for streets and neighborhood areas.

Roundabouts and traffic circles tools of the NTMP.



Community Engagement



Community Engagement

Throughout this project, the project team collaborated with Rancho Cordova community members. Their questions, concerns, and ideas informed project priorities and the viability of future roundabout locations.

For more on community engagement for this project, see [Appendix A](#).

Project Website

To help connect community members with study information, the project team developed a website ([Figure 5](#)). The site explained the study's purpose and timeline and provided links to public meetings and presentation materials. To visit the site, check out <https://www.cityofranchocordova.org/residents/new-businesses-and-projects/public-works-plans-and-projects/>.

Engagement by the Numbers



3

Public Meetings



50

Attendees



88

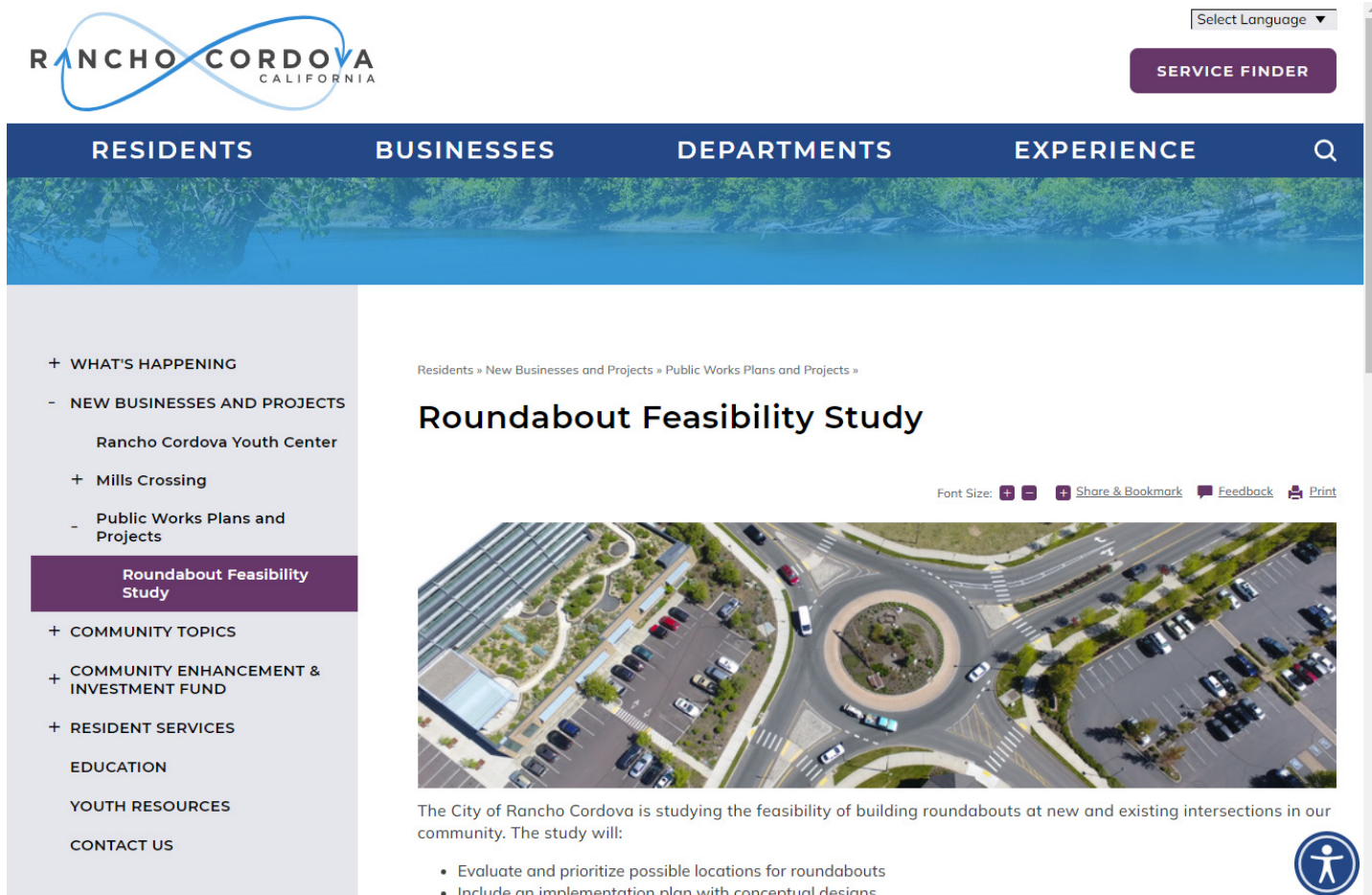
Survey Responses



138

Total Connections

Figure 5. Roundabout Project Website



Community Meetings

The project team hosted three community meetings during this project.

October 2022, First Community Meeting:

The team introduced the project and implementation plan. The team also explained why the City is considering roundabouts and answered questions about the plan and roundabouts. This meeting was recorded, and the video remained available on the website throughout the project.

January 2023, Second Community Meeting:

The team shared their location screening process to identify the top 50 potential locations, presented nine potential roundabout locations deemed most feasible, and gathered for public input on locations.

June 2023, Third Community Meeting:

The project team shared project updates and asked for feedback on the five remaining highest ranked roundabout locations and concept designs.

For complete meeting summaries, see [Appendix A](#).



Key Findings

- / Safety is this community's top priority.
- / Residents are excited to see landscape features in roundabout center islands.
- / Rancho Cordova residents have concerns about driver behavior.
- / Meeting attendees had questions about the roundabouts in future City development plans.

ITEM 17.2. Online Survey

To hear from more community members about the project and different design concepts, the project team hosted an online survey, which was open during June and July in 2023 (**Figure 6**). The survey received 88 responses and asked participants about the five potential intersection locations and about different roundabout features, including landscape, public art, and bicycle and pedestrian treatments. The survey also asked Rancho Cordova community members about their priorities when it comes to roundabout implementation.

Survey respondents had positive reactions to pedestrian crossing safety elements, and ranked the following priorities for siting future roundabouts:

- 1/ Safety improvements
- 2/ Reduced traffic delay
- 3/ Bicycle comfort
- 4/ Prioritizing social equity
- 5/ Walking comfort
- 6/ Aesthetic improvements

For complete survey results, see **Appendix A**.

ATTACHMENT 1

Community Survey Voices

Life is a short trip. People need to slow down and stay safe. Roundabouts are an innovative way to increase safety for all.

I like the look and feel of roundabouts; they add value to cities' aesthetics.

Safety is the number one priority.

More than half of survey respondents indicated that safety was their top priority.

Figure 6. Sample Survey Question

The screenshot displays a survey interface titled "3 Roundabout Features" with the instruction "Rate your top items". At the top, there are three tabs: "Landscaping/Aesthetics" (selected), "Pedestrian Treatments", and "Bike Treatments". Below the tabs, a message states: "Click on each tab on the side. Once you rate each image, press the arrow at the bottom right." On the left, under the heading "IMAGE RATING", there is a vertical list of five options, each with a radio button: "Art in Central Island", "Landscaping in Central Island" (highlighted with a yellow background), "Landscaped Median Island", "Median Island Designs with no Landscaping", and "Partially Landscaped Median Island". To the right of this list is a large image of a roundabout with a landscaped central island featuring pink flowering trees. Above the image, the text reads "Landscaping in Central Island" and "The central island can include extensive landscaping opportunities." Below the image, a rating prompt says "Please rate this image from 1 star (least preferred) to 5 stars (most preferred)" followed by five star icons. A downward arrow icon is located at the bottom right of the image area.

Source: Metroquest

Technical Advisory Committee

Throughout the project, feedback and questions from the Technical Advisory Committee (TAC) helped guide design priorities, emergency vehicle and access needs, and existing and planned transit needs. The team began collaborating with the TAC in September 2022 and provided subsequent updates throughout the project. The TAC reviewed and gave valuable feedback on this report.

TAC Members

Sacramento



**Regional
Transit**

Sacramento Regional
Transit District (SacRT)



Folsom Cordova Unified
School District

**METRO
FIRE**
SACRAMENTO

Sacramento Metropolitan
Fire District

Multimodal Advocacy Groups



Civic Thread



Sacramento Area
Bicycle Advocates



Location Screening



Location Screening

To identify existing intersections in Rancho Cordova that would be good candidates for roundabouts, the project team developed a screening process that evaluated locations first by priority and then by feasibility. The screening process used data on traffic counts and travel demand forecasts, land use, roadway characteristics, demographics, and environmental characteristics. Below is a summary of the screening process.

The screening revealed locations with the most potential benefit and deprioritized locations where right-of-way constraints would be too great to build, such along local roadways.



For a complete discussion of both the priority screening and feasibility screening process, see **Appendix B**.

What Data Did We Use?

Transportation Data

- / Roadway functional classification
- / Posted speed limits
- / Number of lanes
- / Existing intersection control type
- / Existing and proposed bikeway classification
- / Transit lines and stops
- / Existing and projected traffic volumes
- / Crash history

Land Use Data

- / Planning areas
- / Zoning opportunities and constraints

Demographic, Socioeconomic, and Environmental Data

- / Social equity indicators
- / Hazard risk

ITEM 17.2. Priority Screening

To understand what locations would most benefit from a roundabout, the project team began a priority screening process of all city intersections. The first step was to remove intersections that met one or more of the follow criteria:

- / Had vehicle travel volumes higher than the estimated capacity for a two-lane roundabout.
- / On a state highway or exclusively on neighborhood streets.
- / Had six or more total lanes.⁵

The project team then screened the remaining intersections according to locations that were appropriate for roundabouts and locations that reflected City priorities.

To identify locations that aligned with City priorities, the project team examined:

- / **Safety**—The frequency and severity of crashes at intersections over a five-year period.
- / **Social equity**—How disadvantaged, underserved or burdened the area is according to two indicators: the CalEnviroScreen and Healthy Places Index (see [Appendix B](#)).
- / **Modal priority**—Whether a location was along an existing or planned bike lane or bike route (increased priority); whether it was within 250 feet of a transit stop (increased priority); and whether it was on a designated STAA truck route (decreased priority).
- / **Land use opportunities and constraints**—Whether the intersection area may have fewer property conflicts (due to being on undeveloped land or City-owned parcels, for example) and whether it avoids potentially sensitive land uses (such as a creek or other waterway).
- / **Natural hazard risk**—The likelihood of impacts from wildfire, flood, or earthquake according to the Federal Emergency Management Agency's National Risk Index.

⁵ The team removed six-lane roadways from consideration because properly accommodating three lanes of circulating vehicle traffic requires a very large roundabout. Designs for roundabouts of this size are challenging to implement. Roundabouts with three circulating lanes offer fewer benefits and did not align with study goals. Smaller, one- and two-lane roundabouts are a better fit for City needs because they offer the greatest safety and operational benefits.

ATTACHMENT 1

These factors alerted the project team to potential design challenges, how the intersection might grow and change over time, and whether a roundabout might slow traffic or need further speed management treatments.

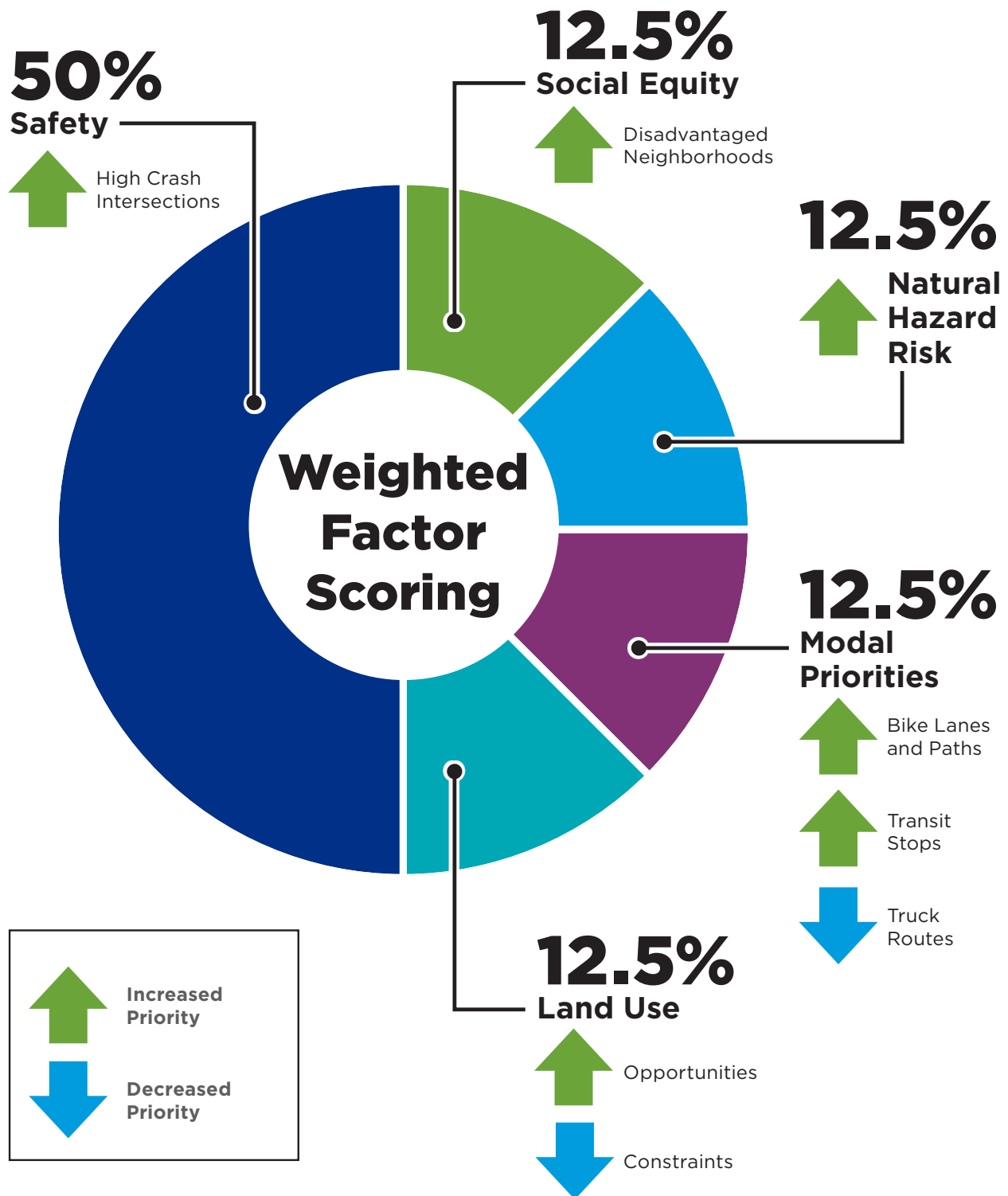
The list of screened locations was then prioritized using a system that placed a heavier emphasis on intersections with identified safety concerns ([Figure 7](#)). Safety is the City's—and community's—top priority, and this weighting scheme prioritizes roundabouts in locations that could benefit most. From this list of prioritized projects, the team identified the top 50 locations, which represented the intersections with the greatest potential to reap the many benefits of a roundabout.

Roundabouts and Resilience

Roundabouts are a more resilient type of intersection because they do not rely on electrically-powered traffic signals to operate. This means that during times of power outages, such as in the aftermath of an earthquake, flood, or wildfire, the intersection can continue to move people and goods through the community.

To help Rancho Cordova prepare to meet the increasing uncertainty from a changing climate, the screening criteria for this project prioritized areas that would be most at-risk for natural hazards.

Figure 7. Priority Screening Weighted Factor Scoring

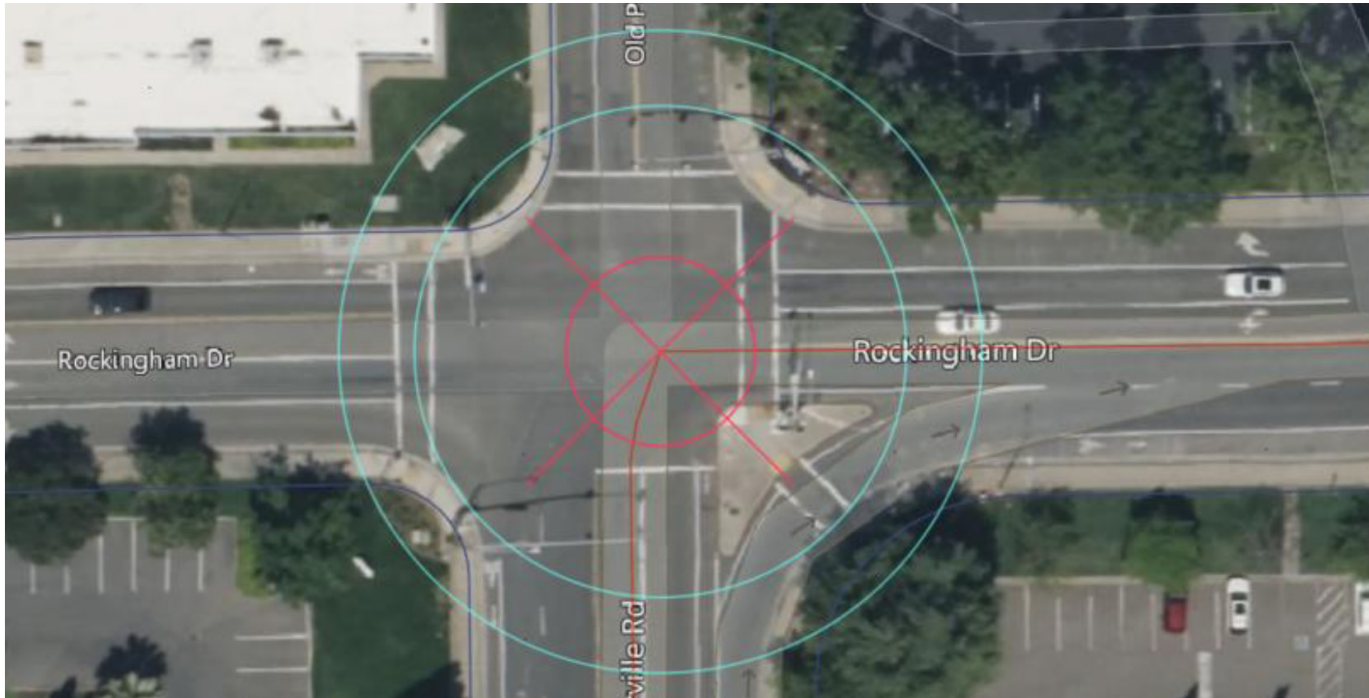


Locations were evaluated to put safety first, based on received feedback.

Feasibility Screening

To develop the list of the top 50 intersections using the safety first screening criteria, the project team placed planning-level roundabout footprints on top of aerial imagery according to national best-practice standards outlined NCHRP Research Report 1043: Guide for Roundabouts (**Figure 8**). Footprint sizes corresponded to the number of travel lanes and the types and sizes of vehicles expected to use that intersection. For more on these sketches and standard sizing, see **Appendix B** and the Rancho Cordova Roundabout Guidelines.

Figure 8. Sample Roundabout Footprint Sketch



Source: Google Earth and Kittelson & Associates, Inc.

Sketches of potential roundabouts and the space they would occupy (called footprints) were used to identify nine intersections that, upon initial review, could accommodate a new roundabout with limited right-of-way and property impacts.

Further analysis was done to assess planning and engineering feasibility and land use impacts. The analysis assessed where intersections were too constrained to build, such as where a roundabout footprint would obviously impact buildings.

This additional analysis narrowed down the list to the five most feasible locations given initial impact assessments and safety-first screening criteria (see **Appendix C**):

- / Old Placerville Road and Rockingham Drive
- / Old Placerville Road and Routier Drive
- / Kilgore Road and Sun Center Drive
- / Capital Center Drive and Disk Drive
- / Mather Field Road and Peter A McCuen Boulevard

Appendix F: Roundabout Guidelines can be used to evaluate existing and proposed city intersections for roundabout feasibility.



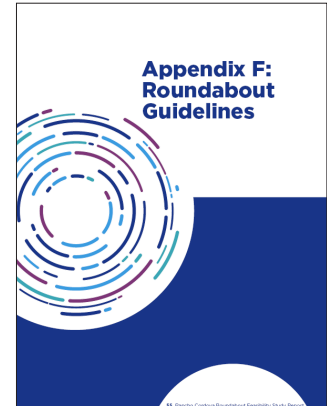
What's Next?



What's Next?

Roundabout Guidelines

As part of this project, the project team developed a guide for planning and designing future roundabouts (**Appendix F**). Based on national best practices, this guide will help support City staff, consultants, and other practitioners involved in City projects during the roundabout planning and design process. These guidelines will also help the City and partners site, plan, and move roundabouts through the project development process.



Next Steps for Future Locations

To support more roundabouts in Rancho Cordova, the City can also:

- / Identify locations for desired roundabouts in future developments.
- / Use traffic volume forecasts to inform feasibility and design.
- / Pursue grants to fund roundabout implementation.
- / Integrate potential priority locations into upcoming specific plans.
- / Consult the NTMP for roundabouts in challenging or constrained residential locations.

Next Steps for Existing Locations

Over the course of this project, the project team identified the five feasible roundabout locations based on the safety criteria and according to existing traffic volumes, land use constraints, and screening criteria. The City can also consider the following:

- 1/ Using the City's updated travel demand model to determine if the proposed concepts can adequately serve projected traffic growth using **Appendix F: Roundabout Guidelines**.
- 2/ Continuing to gather input to understand and address community concerns.
- 3/ Identifying appropriate funding sources to make viable roundabouts a reality (see the funding section on the next page).
- 4/ Using the Rancho Cordova Roundabout Guidelines and principles from *NCHRP Research Report 1043* to develop context-appropriate designs.

ITEM 17.2. Funding

ATTACHMENT 1

There are several funding sources that can help the City pay for roundabout projects ([Table 1](#)). The listed funding sources have requirements and scoring systems that will determine whether the five concepts or any other potential locations could be competitive. For more information on funding sources, see [Appendix E](#).

Table 1. Funding Source Summary, as of 2023

Funding Source	Frequency	Application Period
Safe Streets for All (SS4A)	Annual until Fiscal Year 2026	March–July Award Notification: October
Surface Transportation Block Grant Program	Annual	Application Due Date Varies Apportionment: October
Rebuilding American Infrastructure with Sustainability and Equity (RAISE), formerly BUILD & TIGER	Annual	December–February Award Notification: June
Congestion Mitigation and Air Quality (CMAQ) Improvement Program	Annual	Apportionment: October
Active Transportation Program (ATP)	Every 2–3 years	March–June Award Notification: October
Highway Safety Improvement Program (HSIP)	Every 1–2 Years	May–November Award Notification: March
Affordable Housing and Sustainable Communities Program	Every 1–2 years	January–April Award Notification: August
Transformative Climate Communities (TCC)	Annual	March–August Pre-Proposals due in May Award Notification: December
Sacramento Area Council of Governments (SACOG) regional funding rounds	Annual	Varies



Appendix A: Community & Stakeholder Engagement Materials



City of Rancho Cordova Roundabout Feasibility Study Stakeholder Meeting

September 14, 2022



CityOfRanchoCordova.org

1

Meeting Goals

- Introductions
- Provide Project Overview
- Provide Information on Roundabouts
- Solicit Stakeholder Feedback



2

Project Team

FY21/22 Caltrans Sustainable Transportation Planning Grant

Project: Citywide Feasibility Study & Implementation Plan

City of Rancho Cordova (Grant Recipient)	Project Manager = Kristine Courdy Principal Engineer = Edgar Medina Senior Transportation Planner = Drew Hart
Kittelson & Associates, Inc. (Project Consultant)	Project Manager = Mike Alston Principal In-Charge = Wade Scarbrough Project Planner = Matt Braughton



3

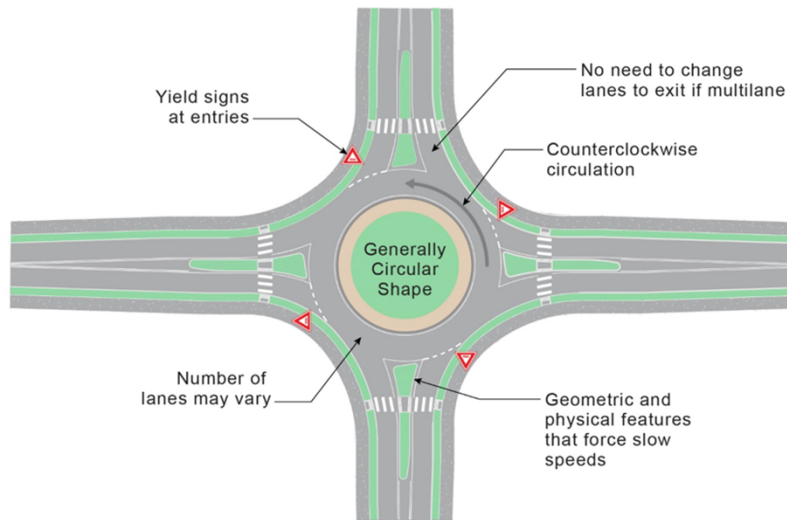
Project Objectives

- Develop the Roundabout Priority Plan for the City
- Prepare Guidelines for Future Decisions about Roundabouts
- Utilize Public & Stakeholder Feedback to Develop Project Deliverables



4

What is a Roundabout?



5

What is a Roundabout?

Sacramento

West River Dr / Orchard Ln



Source: Google Earth

Roseville

Oak St / Washington Blvd



Source: Google Earth



6

Why Build Roundabouts?

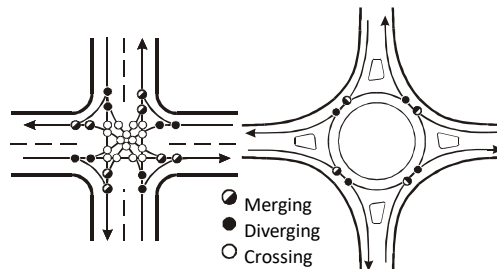
- Roundabouts are being considered as viable or even preferred alternatives due to potential benefits:
 - Safety performance
 - Lower delay
 - Environmental benefits (emissions, fuel savings)
 - Access management
 - Operations and maintenance costs
 - Aesthetics



7

Safety Performance

- 90-100% reduction in fatalities
- 75% reduction in injuries
- 35% reduction in total crashes
- Very little reported pedestrian and bicycle crash experience



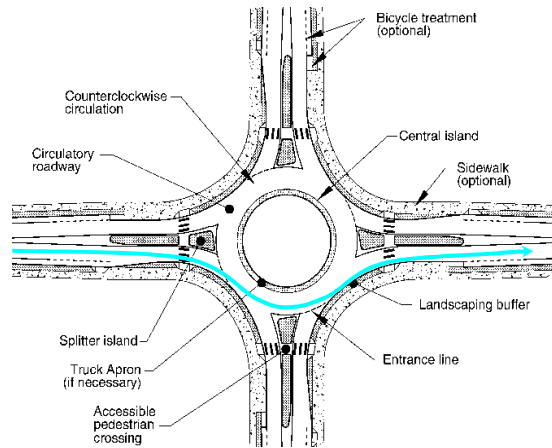
Source: NCHRP Report 572, NCHRP Report 672



8

Vehicle Speeds: Reduced

- Geometry controls entry and circulating speeds roundabouts
 - Entry speeds at or less than:
 - 25 mph for single-lane
 - 30 mph for two-lane
 - Circulating speeds: 10 to 12mph
- Slow intersection speeds =
 - Increased time for driver reaction
 - Decreased chance for injury or fatality



9

Aesthetic & Green Infrastructure Opportunities



Bend, Oregon
Source: Lee Rodegerdts



Portland, Oregon
Source: Lee Rodegerdts



10

Where to Consider Roundabouts?

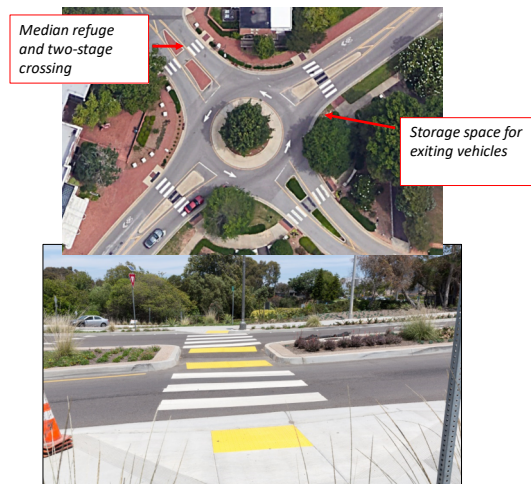
Advantageous	Potentially Challenging
• Identified opportunity to improve safety • Long delays (Two-way or all-way stop capacity exceeded) • Closely spaced intersections • Aesthetic/gateway treatment desired • Near Schools • Unusual geometry	• Physical or geometric constraints • Frequent large vehicles: Routes or land uses generating oversized loads • Nearby Preemption needs (e.g. nearby rail crossing) • Location along a coordinated signal network



11

Roundabouts & Pedestrians

- **Benefits:**
 - Slow vehicle speeds
 - Two-stage crossing
- **Considerations:**
 - Crosswalk alignment
 - Width of splitter island
 - Space for exiting vehicles to yield to pedestrians
 - Yield-controlled crossings



Sources: Google Earth; Kittelson



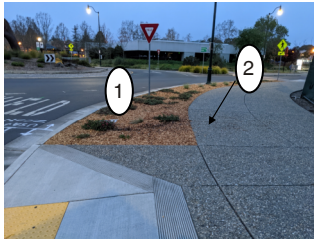
12

Roundabouts & Pedestrians

Considerations for Visually Impaired:

1. Well defined walkway edges
2. Separated walkways
3. Aligned detectable warnings
4. Perpendicular crossings
5. Contrasting crosswalk markings

Performance assessment detailed in NCHRP Report 834



Note presence of push-button for multilane roundabout crossing.
Source: Lee Rodegerdts



13

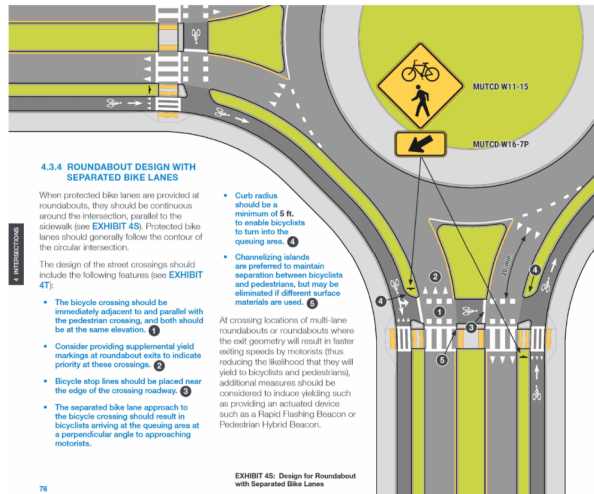
Roundabouts & Bicycles

- Roundabouts slow vehicles to speeds compatible with bicycles
- Bicyclists have option of traveling as vehicle or pedestrian
 - Serve different users based on their level of comfort
- No bicycle lanes within circulatory roadway
- Guidance for off-street paths is emerging



14

Separate Bike/Ped Options



Source: Massachusetts DOT Separated Bike Lane Planning and Design Guide

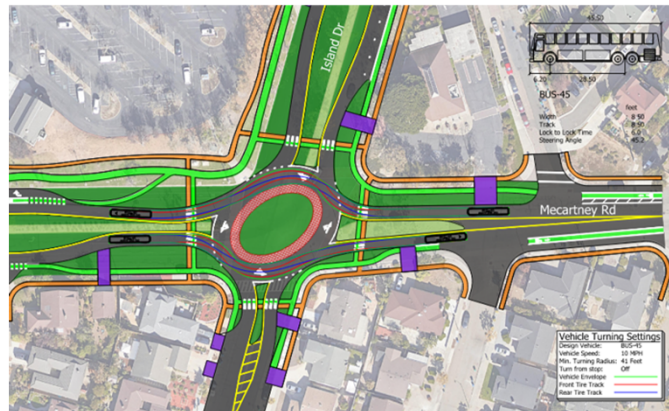


San Luis Obispo, California
Source: Brian Ray

15

Roundabouts & Buses

- Buses will be a design vehicle; use turn analysis to verify line/route movements
- Bus stops may be on entry or exit:
 - Locate near crosswalk
 - Avoid conflict with circulatory roadway
 - May end up further from corner compared to other intersection types



Verifying bus movements at a roundabout concept.



16

Roundabouts & Larger Vehicles

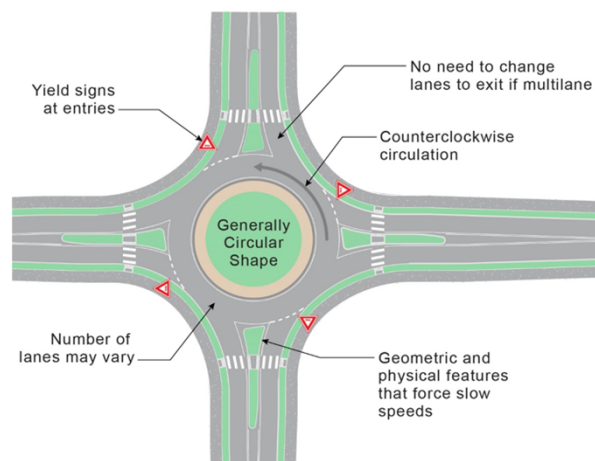
- "Design" versus "accommodate" larger vehicles
- Accommodations include:
 - Truck aprons
 - Placement of landscaping
 - Reinforced curbs



17

Stakeholder Feedback

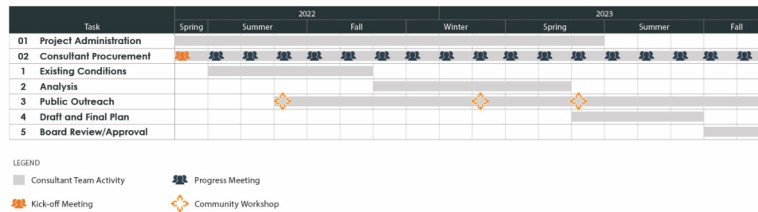
- We want to hear from you:
 - Overall feedback on Roundabouts
 - Concerns
 - Input on how to prioritize locations
 - Additional engagement
 - How to make future projects successful



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Next Steps

- Community Meeting
- Launch Project Website
- Develop Prioritization Plan
- Develop Concept Locations
- Future Stakeholder Working Meetings?



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THANK YOU

Check Web Portal for Project Updates:
www.cityofranhocordova.org/CurrentProjects

If you have additional questions about the project, please reach out to the
 City's Project Manager:

Kristine Courdy
 (916) 851-8842
kcourdy@cityofranhocordova.org



CityOfRanchoCordova.org

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Meeting Summary

Introduction

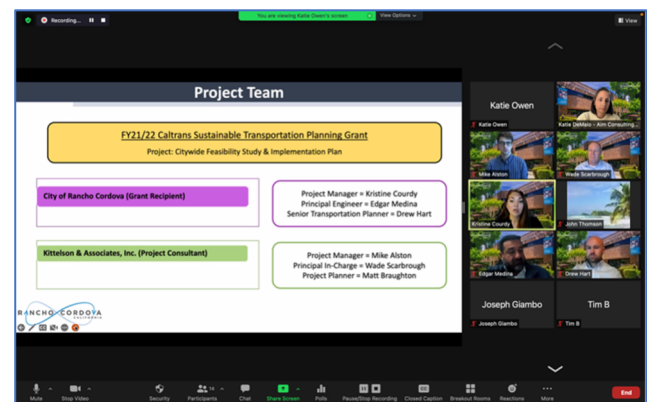
On Wednesday, October 12, 2022, from 5:30 – 6:30 p.m., the City of Rancho Cordova held its first virtual community workshop about the Roundabout Feasibility Study, wherein participants had a chance to learn about roundabouts and provide feedback on potential locations and implementation. A total of 41 community members registered, and 19 community members attended the meeting, which was hosted virtually through Zoom to create the most flexibility and accommodation for participants. The project team also hosted six community members in person at City Hall.

About the Project

The City of Rancho Cordova received a grant to begin the Roundabout Feasibility Study, which explores the possibility of constructing roundabouts in new and existing intersections throughout the city. There are many benefits of installing roundabouts including fewer and less severe crashes, reduction of traffic congestion, less vehicle pollution, creating a sense of place and a “gateway” into the community, and lower maintenance costs compared to traffic signals. The study will evaluate and prioritize potential locations, create an implementation plan including conceptual designs, and develop guidelines for additional roundabout locations in the future.

Community Workshop Purpose & Format

As the first community outreach effort of the Roundabout Feasibility Study, the purpose of this community meeting was more to inform and begin the conversation with the public. Specifically, the virtual community workshop educated participants the benefits of roundabouts and why the city is considering them as well as created a space for community feedback on roundabouts themselves and where they should be considered for installation.



Introducing the project team from the City & from Kittelson.

Following a presentation, Katie DeMaio of AIM Consulting led the project team in facilitating a large group discussion where participants asked questions and provided input through the virtual “chat box” or by verbally asking questions. The project team concluded the community workshop by reviewing project’s next steps and plans for future outreach events.

Presentation

City of Rancho Cordova's Project Manager Kristine Courdy began the meeting by welcoming everyone, introducing the team, and introducing the project in a high-level way.

First Poll

Katie then facilitated two polls to gauge participants' connection to the project and background with roundabouts:

- 1) How people are connected to Rancho Cordova (resident, work, recreation, visit with friends/leisure, other); and
- 2) What are your general thoughts/attitude about roundabouts (Likert scale ranging from "very negative" to "very positive").

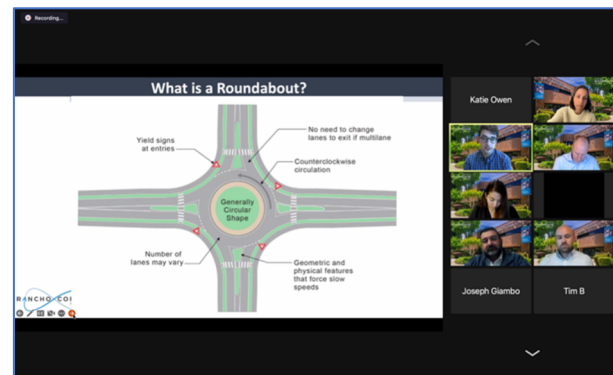
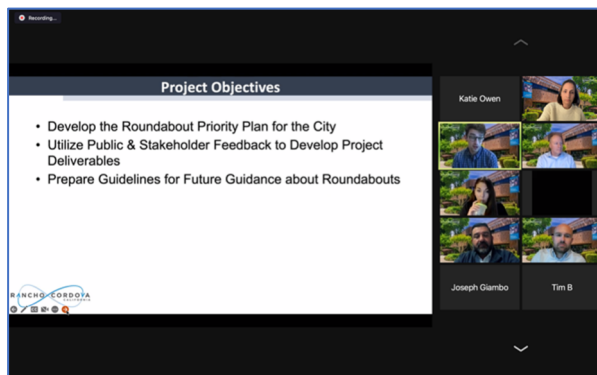
Most people are indeed residents and/or work in Rancho Cordova, and there were mostly positive feelings about roundabouts. In addition to the digital poll results below, three in-person submissions all noted they are residents. Two are "very positive" about roundabouts and one is "neutral."

1. Identify your purpose here in Rancho Cordova?			
Resident			
Resident; Work			
Resident; Recreation			
Resident; Work; Recreation			
Resident; Work; Recreation			

1. What are your general thoughts/attitude about roundabouts?			
5- Very Positive			
5- Very Positive			
5- Very Positive			
4 - Slightly Positive			
4 - Slightly Positive			
2- Slightly Negative			

Detailed results from the first two live poll questions in Zoom.

Mike Alston, Project Manager from Kittelson & Associates, Inc., began the formal presentation, which provided an overview of the benefits of roundabouts, addressed common questions, and shared the four-phase process for the study. A link to the presentation is included on the Project website.



The presentation started by stating objectives, then defining what a roundabout is so as to discuss benefits.

ITEM 17.2.



ATTACHMENT 1

City of Rancho Cordova Roundabout Feasibility Study

Community Workshop #1

October 12, 2022 | 5:30 – 6:30 p.m.

Second Poll

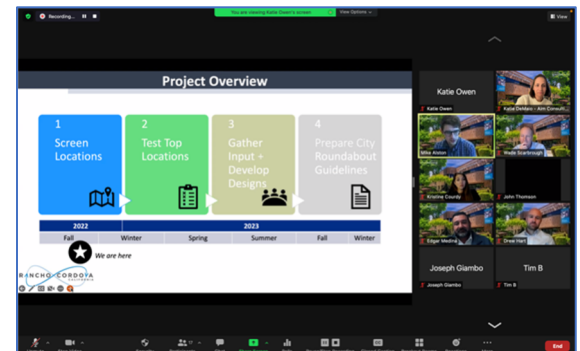
Following Mike's presentation, Katie facilitated a live poll asking people "Do you feel you have a better understanding of roundabouts?" A lot of participants have a better understanding of roundabouts because of the presentation. This was also reflected in the three in-person poll answers: two understand them better while one remains "already an expert" (written in). Following the live poll, Mike Alston continued the presentation, now focusing on the Rancho Cordova Roundabout Feasibility Study.

1. Do you feel you have a better understanding of roundabouts?				
Yes - I understand them better				
Unchanged				
Unchanged				
Unchanged				
Yes - I understand them better				
Unchanged				
Yes - I understand them better				
Unchanged				
Yes - I understand them better				

Detailed results from the live poll question.

Project Overview

A high-level project schedule was shared, demonstrating the four phases of the project: screen locations using existing data such as traffic volumes and bus routes, test top locations by looking at the specifics at desirable intersections and overlaying design sketches, gather input and develop designs, and prepare city roundabout guidelines as a formal report. The entire project is anticipated to conclude by the end of winter 2023-2024.



Project overview, demonstrating the four phases.

Third Poll

As a transition into the Question & Answer session, Katie asked two questions for the third poll:

- 1) *What is the top priority you would like the City to emphasize for roundabout project opportunities?* Answer options: maximum safety benefit, social equity location emphasis, bike route locations, others (participants were encouraged to utilize the Zoom chat box to share additional priorities).
 - o 88% of participants selected safety.
 - o Two of the three people in person also selected safety (one of whom added "air quality"), and the third noted bike route locations.

1. What is the top priority you would like the City to emphasize for roundabout project opportunities?					
Maximum safety benefit					
Maximum safety benefit					
Maximum safety benefit					
Maximum safety benefit					
Maximum safety benefit					
Social equity location emphasis					
Maximum safety benefit					
Maximum safety benefit					

2) *Has the information presented today changed your thoughts on roundabouts at all?*

Answer options as a Likert scale ranging from “significantly less favorable opinion” to “significantly more favorable opinion”

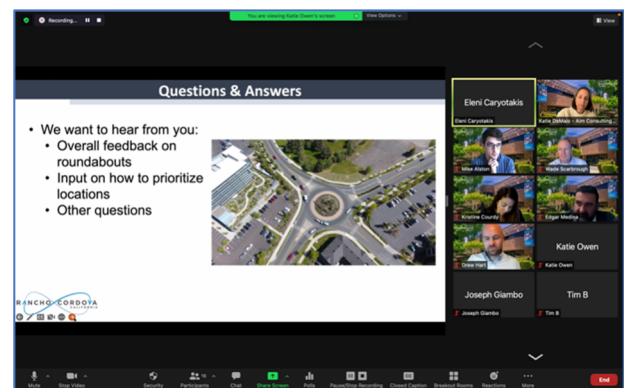
- A lot of opinions were unchanged, but there were a lot of favorable opinions coming in already.
- Again, this was reflected in the in-person results: one remained unchanged (“no change in expertise”), while two noted “significantly more favorable opinion.”

1. Has the information presented today changed your thoughts on roundabouts at all?				
4 - Slightly more favorable opinion				
3 - Opinion has not changed				
3 - Opinion has not changed				
4 - Slightly more favorable opinion				
3 - Opinion has not changed				
3 - Opinion has not changed				
3 - Opinion has not changed				

Detailed results from the live poll question.

Question and Answer Discussion

The meeting was then opened up for questions and answers. What follows is a summary of each question and the project team’s response:



The screen projected during the Q&A Session.

Participant 1 asked if the team has considered adding in Rancho Cordova Police ticketing information, specifically around failure to yield.

- The project team noted that they are including crash history, so it gets added in an indirect way. They don’t have anything as granular as ticket citations, failure to yield in particular – but it is a great idea, and it can be discussed as the project moves forward.

Participant 2 gets around town on a bike or foot. For roundabouts where bikes take a lane, how does the cultural element get tackled so that everyone can use it without issue? How do we help people know what the actual traffic laws are?

- If it’s a location where it is appropriate to have a bike lane on the approach roadways, then it may be the case for it to be appropriate to provide a bike lane outside of the roundabout to keep bicyclists off the roadway. If it’s a location where speeds are managed pretty well, then people on bikes can use the travel lanes.
- The City does have a Bike Master Plan which will also inform this project and the development of the guidelines. Once roundabouts are actually getting implemented, there will be a corresponding educational campaign in the community.

Zoom Chat: Participants started sharing possible intersection ideas in the chat box, including Coloma Road & Zinfandel Road, Olsen Drive & Calle Del Sol Way, Routier & Rockingham, Sunrise near the new developments, Aramon Drive & Chassella Way, and Rancho Cordova Parkway.



Participant 3 asked for a right-of-way clarification: if a test plot on the desired location goes over into private property, the city has to make an offer to buy that property, correct?

- The project team noted that right of way constraints are a consideration for each location and if required will follow the right of way acquisition procedures.

Participant 4 asked if the crash data will be provided to the public because there are a lot of hot spots/areas that need improvement but it's hard to suggest locations without access to true data.

- The project team noted that their intent is to share their work with the public as the Project moves along. The city also has a Local Road Safety Plan adopted by City Council earlier this year which captures crash history data from the past five years. That will be available on the City's website.

Participant 5 asked if intersections without streetlights can be prioritized.

- The project team noted they include traffic signals in the analysis. They have not used street lighting data, but that can be assessed as locations are tested.

Next Steps

Kristine Courdy concluded the meeting by sharing the next steps of the project, which reviewed the four phases shared earlier in the presentation. The next community workshop is planned for early 2023.

Two final comments/questions were made at the end of the meeting:

Participant 6 asked about road design, noting that the trend in traffic engineering is now toward traffic calming. That being the case, why are new roads in the newer parts of the city still being designed like highways?

- The project team shared that part of this project is creating guidelines to be taken into the development of future projects – so it is not just for how they implement roundabouts in existing parts of the city, but also as an integral planning element in the development of newer communities.
- The historic trend for a long time used to prioritize how to get the most cars through the fastest, but now the industry is seeing a shift toward traffic calming especially in neighborhoods – so people will start to see the newer developments incorporate roundabouts. But the project team doesn't want to just focus on the newer parts of the city – they want to look at where roundabouts would be appropriate treatments and design elements in all parts of the city.

Participant 7 commented that he believes only single-lane roundabouts should be used; multilane streets should be reduced prior to the crosswalks. Please design streets physically (narrowing lane widths, etc.) to reduce speeds approaching roundabouts to 15 mph or less, without relying on ineffective "speed limit" signs. Separate bicycle lanes would be great.

City of Rancho Cordova Roundabout Feasibility Study Community Workshop

October 12, 2022



CityOfRanchoCordova.org

1

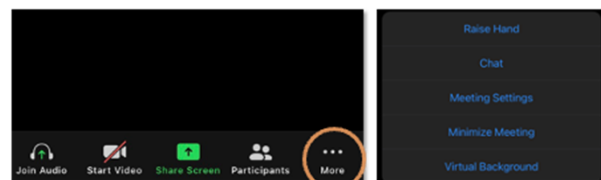
Zoom Instructions

Before we get started...

- Participants will remain muted during the presentation to limit background noise.
- Add any questions or comments to the chat box or use the "Raise Hand" function
- If you're calling in, press *9 to raise your hand. When we call on you and unmute you, then press *6 to begin speaking.



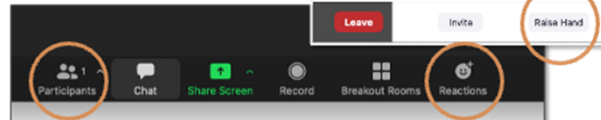
PHONE:



TABLET:



COMPUTER:



2

Meeting Goals

- Introductions
- Provide Information on Roundabouts
- Provide Project Overview
- Solicit Community Feedback



3

Project Team

FY21/22 Caltrans Sustainable Transportation Planning Grant

Project: Citywide Feasibility Study & Implementation Plan

City of Rancho Cordova (Grant Recipient)

Project Manager = Kristine Courdy
Principal Engineer = Edgar Medina
Senior Transportation Planner = Drew Hart

Kittelson & Associates, Inc. (Project Consultant)

Project Manager = Mike Alston
Principal In-Charge = Wade Scarbrough
Project Planner = Matt Braughton



4

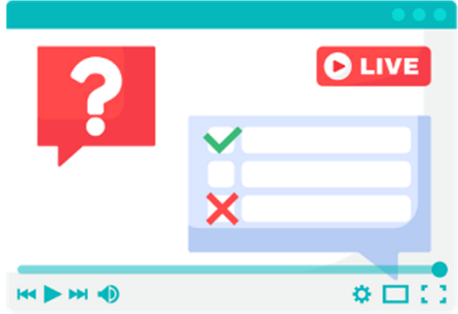
Live Poll #1

Question 1: Identify Purpose In Rancho Cordova

- A. Resident
- B. Work
- C. Recreation
- D. Visit with Friends/Leisure
- E. Other (put in chat)

Question 2: What are your general thoughts/attitude about roundabouts?

- 1 - Very negative
- 2 - Slightly negative
- 3 - Neutral
- 4 - Slightly positive
- 5 - Very positive





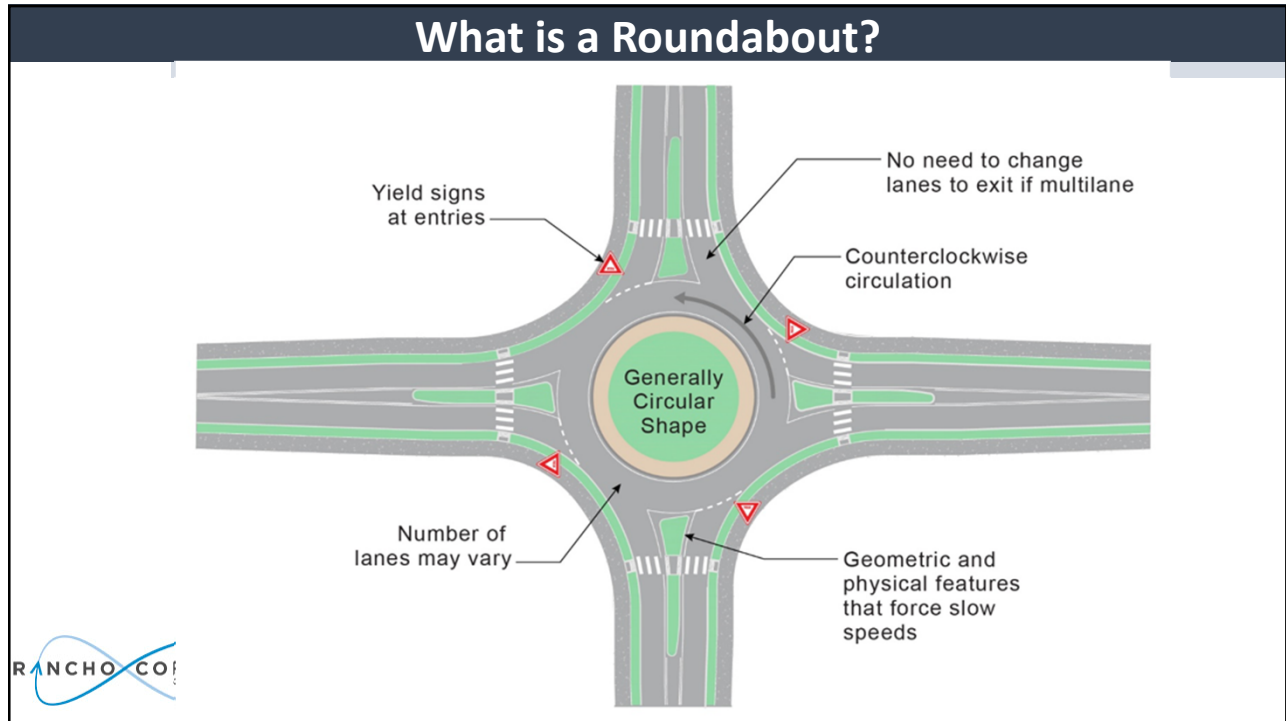
5

Project Objectives

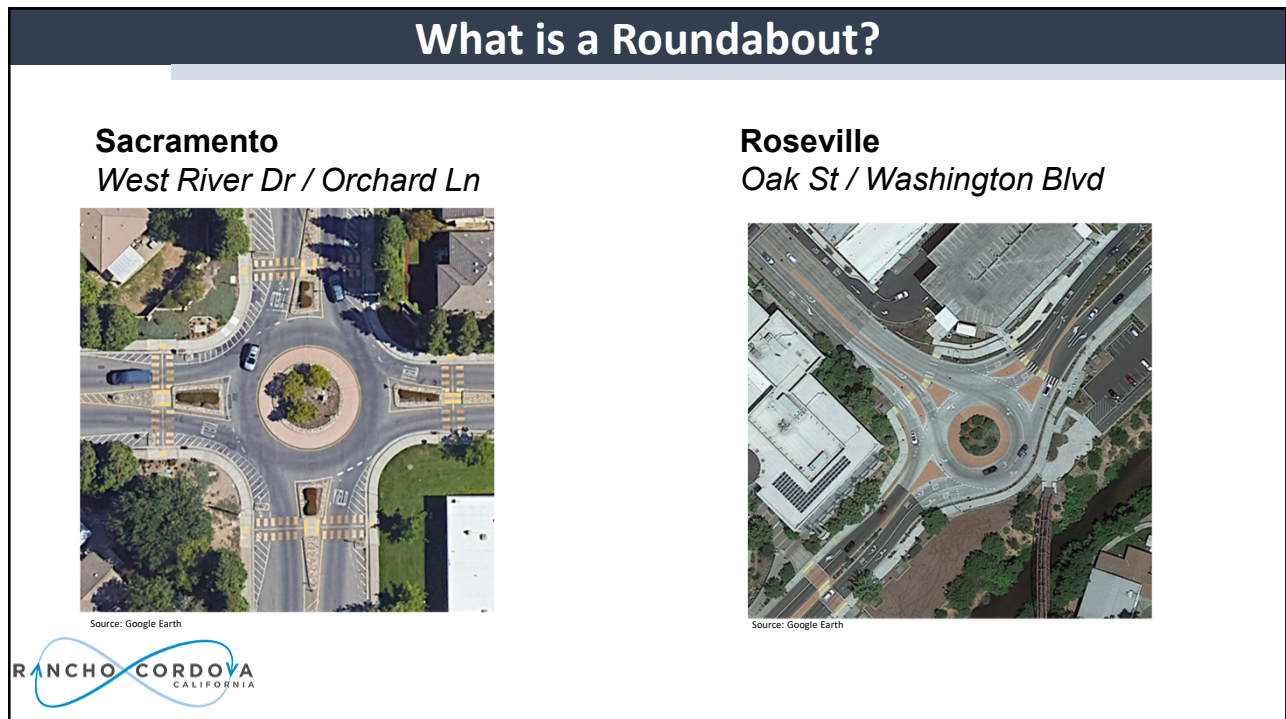
- Develop the Roundabout Priority Plan for the City
- Utilize Public & Stakeholder Feedback to Develop Project Deliverables
- Prepare Guidelines for Future Guidance about Roundabouts



6



7



8

Why Build Roundabouts?

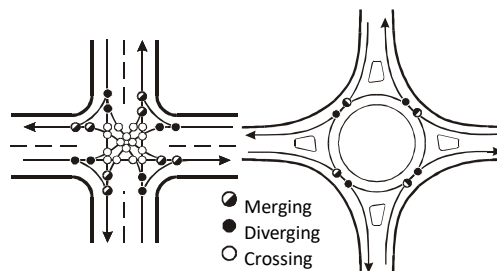
- Roundabouts are being considered for potential benefits:
 - Safety improvements
 - Lower delay
 - Environmental benefits (emissions, fuel savings)
 - Access management
 - Operations and maintenance costs
 - Aesthetics



9

Safety Performance

- 90-100% reduction in fatalities
- 75% reduction in injuries
- 35% reduction in total crashes
- Very little reported pedestrian and bicycle crash experience



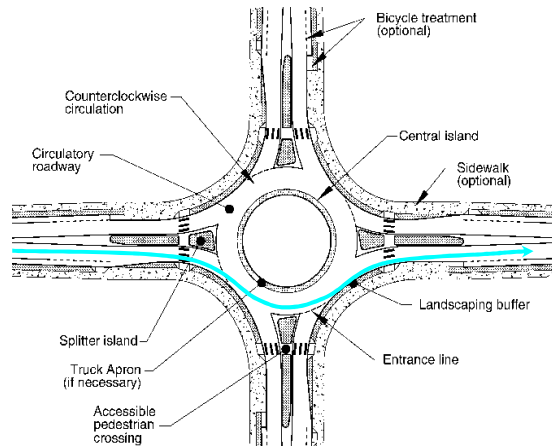
Source: NCHRP Report 572, NCHRP Report 672



10

Vehicle Speeds Reduced

- Roundabouts controls vehicle speeds
 - Entry speeds at or less than:
 - 25 mph for single-lane
 - 30 mph for two-lane
 - Circulating speeds: 10 to 12mph
- Slow speeds
 - Increased time for driver reaction
 - Decreased chance for injury or fatality



11

Aesthetic & Green Infrastructure Opportunities



Bend, Oregon
Source: Lee Rodegerdts



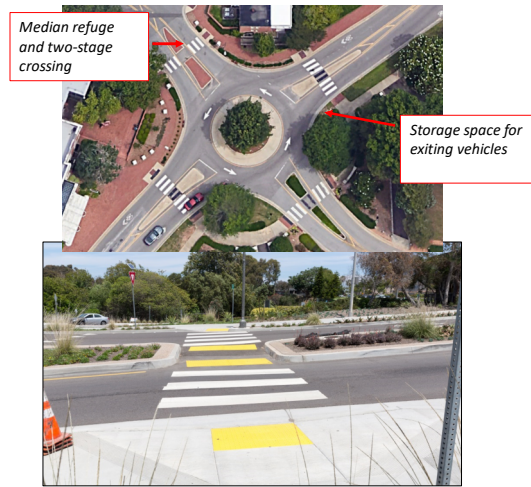
Portland, Oregon
Source: Lee Rodegerdts



12

Roundabouts & Pedestrians

- Benefits:
 - Slow vehicle speeds
 - Two-stage crossing
- Considerations:
 - Crosswalk location
 - Space for exiting vehicles to yield to pedestrians
 - Yield-controlled crossings



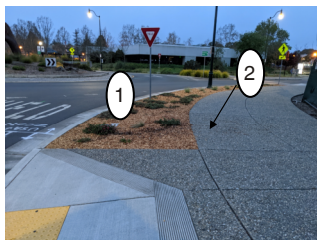
13

Roundabouts & Pedestrians

Considerations for Visually Impaired:

1. Well defined walkway edges
2. Separated walkways
3. Aligned detectable warnings
4. Perpendicular crossings
5. Contrasting crosswalk markings

Performance assessment detailed in NCHRP Report 834



Note presence of push-button for multilane roundabout crossing.
Source: Lee Rodegerdts



14

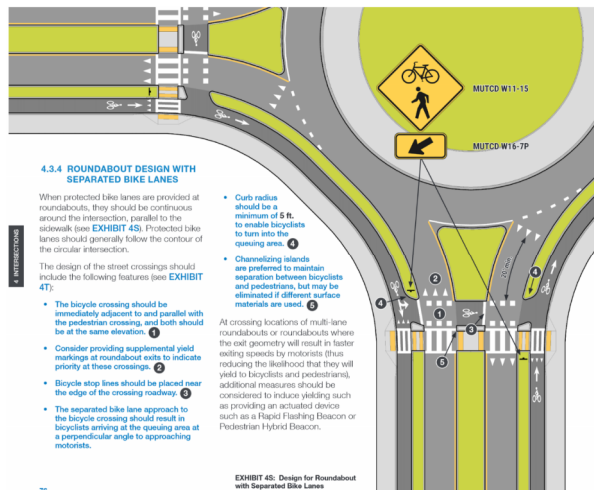
Roundabouts & Bicycles

- Roundabouts slow vehicles to speeds compatible with bicycles
- Bicyclists have option of traveling as **vehicle** or **pedestrian**
 - Serve different users based on their level of comfort
- No bicycle lanes within circulatory roadway
- Guidance for off-street paths is emerging



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Separate Bike/Ped Options



Source: Massachusetts DOT Separated Bike Lane Planning and Design Guide



San Luis Obispo, California
Source: Brian Ray

16

Roundabouts & Larger Vehicles

- Roundabouts can accommodate large vehicles through design:
 - Truck aprons
 - Placement of landscaping
 - Reinforced curbs



17

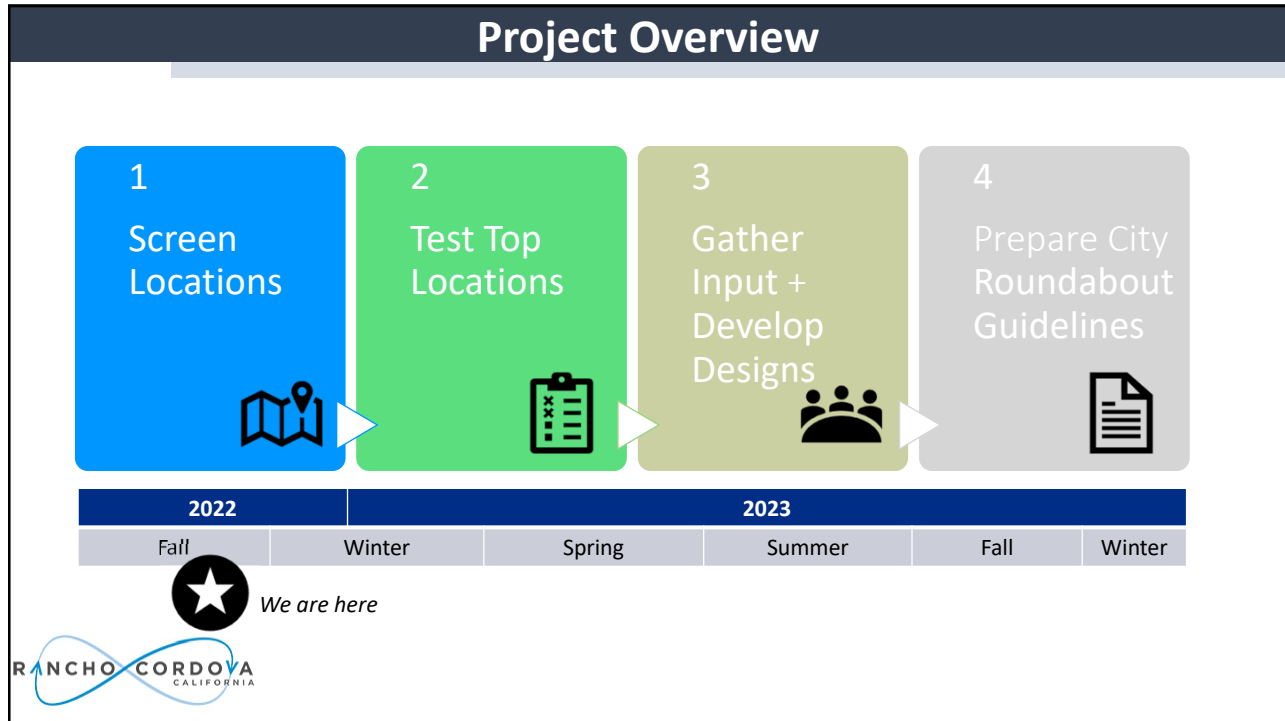
Live Poll #2

Question 1: Do you feel you have a better understanding of roundabouts?

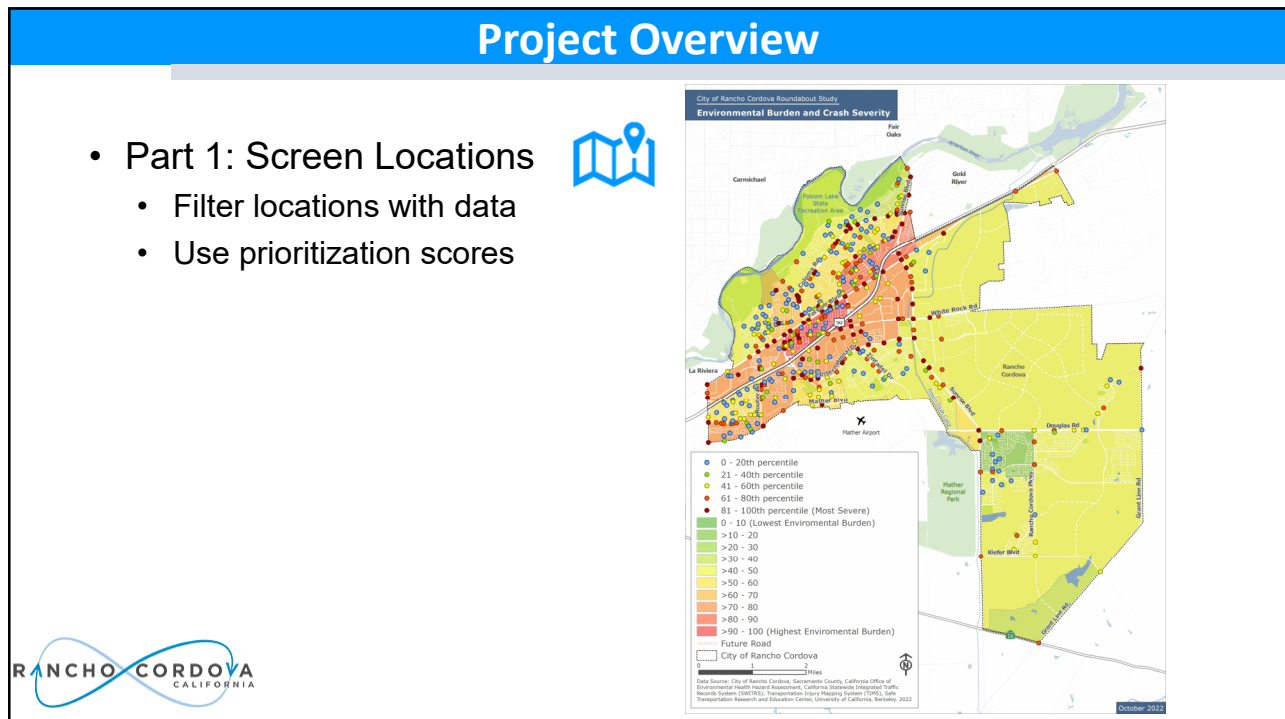
- A. Yes – I understand them better
- B. Unchanged
- C. No – I have more confusion



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Project Overview

Part 2: Test Top Locations



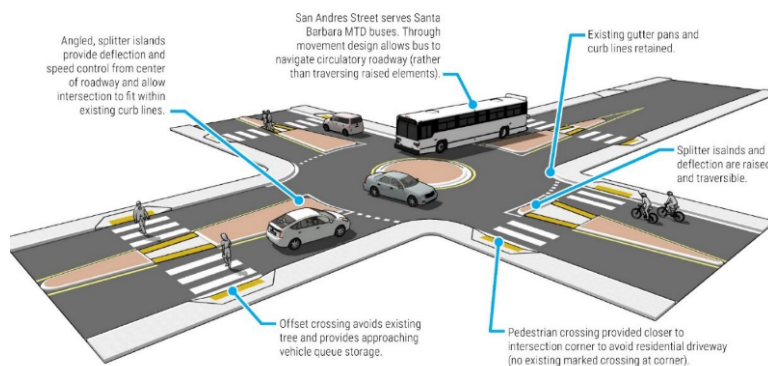
Example feasibility Testing, starting with assumed size and advancing to sketch level concept.



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Project Overview

Part 3: Gather Input + Develop Designs



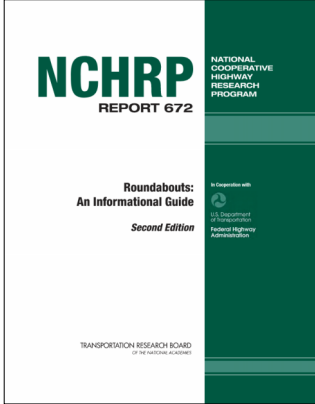
Example rendering of roundabout design concept



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Project Overview

- Part 4: Prepare City Roundabout Guidelines 



NCHRP
REPORT 672

Roundabouts:
An Informational Guide
Second Edition

TRANSPORTATION RESEARCH BOARD
OF THE NATIONAL ACADEMIES



massDOT
Massachusetts Department of Transportation

**GUIDELINES
FOR THE PLANNING
AND DESIGN OF
ROUNDABOUTS**

REVISED MARCH 2022



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Project Overview

1

Screen
Locations



2

Test Top
Locations



3

Gather
Input +
Develop
Designs



4

Prepare City
Roundabout
Guidelines



2022

2023

Fall	Winter	Spring	Summer	Fall	Winter
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★

We are here



24

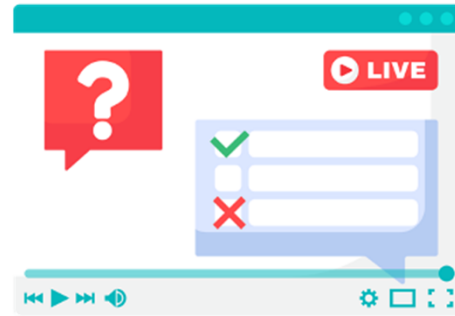
Live Poll #3

Question 1: What is the top priority you would like the City to emphasize for roundabout project opportunities?

- A. Maximum safety benefit
- B. Social equity location emphasis
- C. Bike route locations
- D. Other (tell us your comment in the chat!)

Question 2: Has the information presented today changed your thoughts on roundabouts at all?

- 1 - Significantly less favorable opinion
- 2 - Slightly less favorable opinion
- 3 - Opinion has not changed
- 4 - Slightly more favorable opinion
- 5 - I now have a significantly more favorable opinion



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Questions & Answers

- We want to hear from you:
 - Overall feedback on roundabouts
 - Input on how to prioritize locations
 - Other questions



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dh0

Next Steps

- Identify top locations
- Develop Concept Locations
- Document feedback and best practices for City Guidelines
- Next Community Workshop in early 2023

Task	2022												2023											
	Spring			Summer			Fall			Winter			Spring			Summer			Fall					
01 Project Administration																								
02 Consultant Procurement																								
1 Existing Conditions																								
2 Analysis																								
3 Public Outreach																								
4 Draft and Final Plan																								
5 Board Review/Approval																								

LEGEND

Consultant Team Activity

■ Progress Meeting

■ Kick-off Meeting

◆ Community Workshop

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THANK YOU

Check Web Portal for Project Updates:
www.cityofranhocordova.org/CurrentProjects

If you have additional questions about the project, please reach out to the
 City's Project Manager:

Kristine Courdy
 (916) 851-8842
kcourdy@cityofranhocordova.org

CityOfRanchoCordova.org
28

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Slide 27

dh0 Consider:
Add new first bullet, "Document Feedback"
dhart@cityofranchocordova.org, 2022-10-11T23:50:58.782

ROCKINGHAM DRIVE & ROUTIER ROAD



DATA DRIVE & DISK DRIVE



Do you think this is a good location for a roundabout?

YES OR NO

Vertical line for response

Comments/Concerns

Do you think this is a good location for a roundabout?

YES OR NO

Vertical line for response

Comments/Concerns

QUALITY DRIVE & WHITE ROCK ROAD



VEHICLE DRIVE & ZINFANDEL DRIVE



Do you think this is a good location for a roundabout?

YES

OR

NO

Comments/Concerns

Do you think this is a good location for a roundabout?

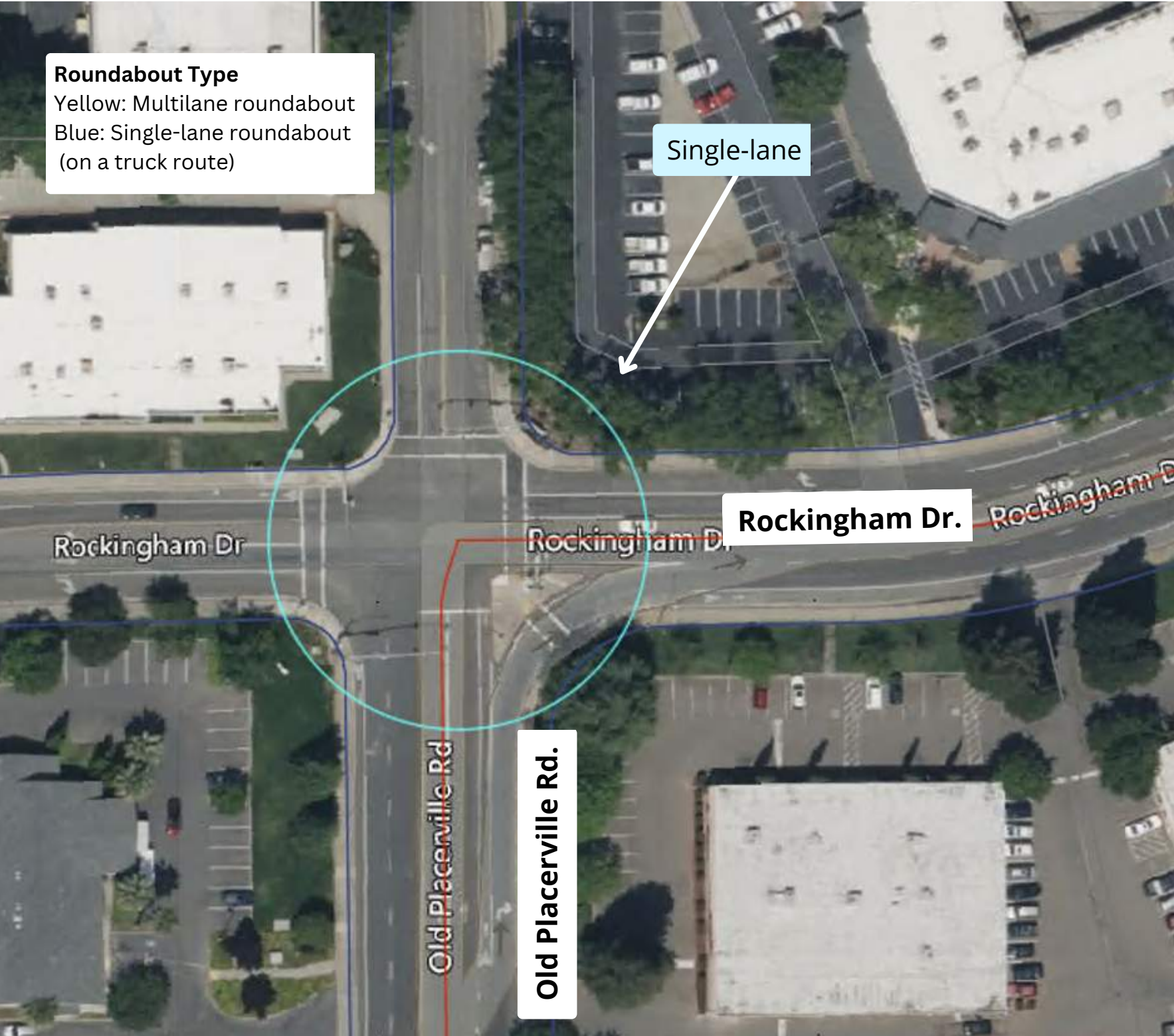
YES

OR

NO

Comments/Concerns

OLD PLACERVILLE ROAD & ROCKINGHAM ROAD



OLD PLACERVILLE ROAD & ROUTIER ROAD



Do you think this is a good location for a roundabout?

YES OR NO

Comments/Concerns

Do you think this is a good location for a roundabout?

YES OR NO

Comments/Concerns

KILGORE ROAD & SUN CENTER DRIVE



Do you think this is a good location for a roundabout?

YES OR NO

Comments/Concerns

EXPLORER DRIVE & LINCOLN VILLAGE DRIVE



Do you think this is a good location for a roundabout?

YES OR NO

Comments/Concerns

CAPITAL CENTER DRIVE & DATA DRIVE

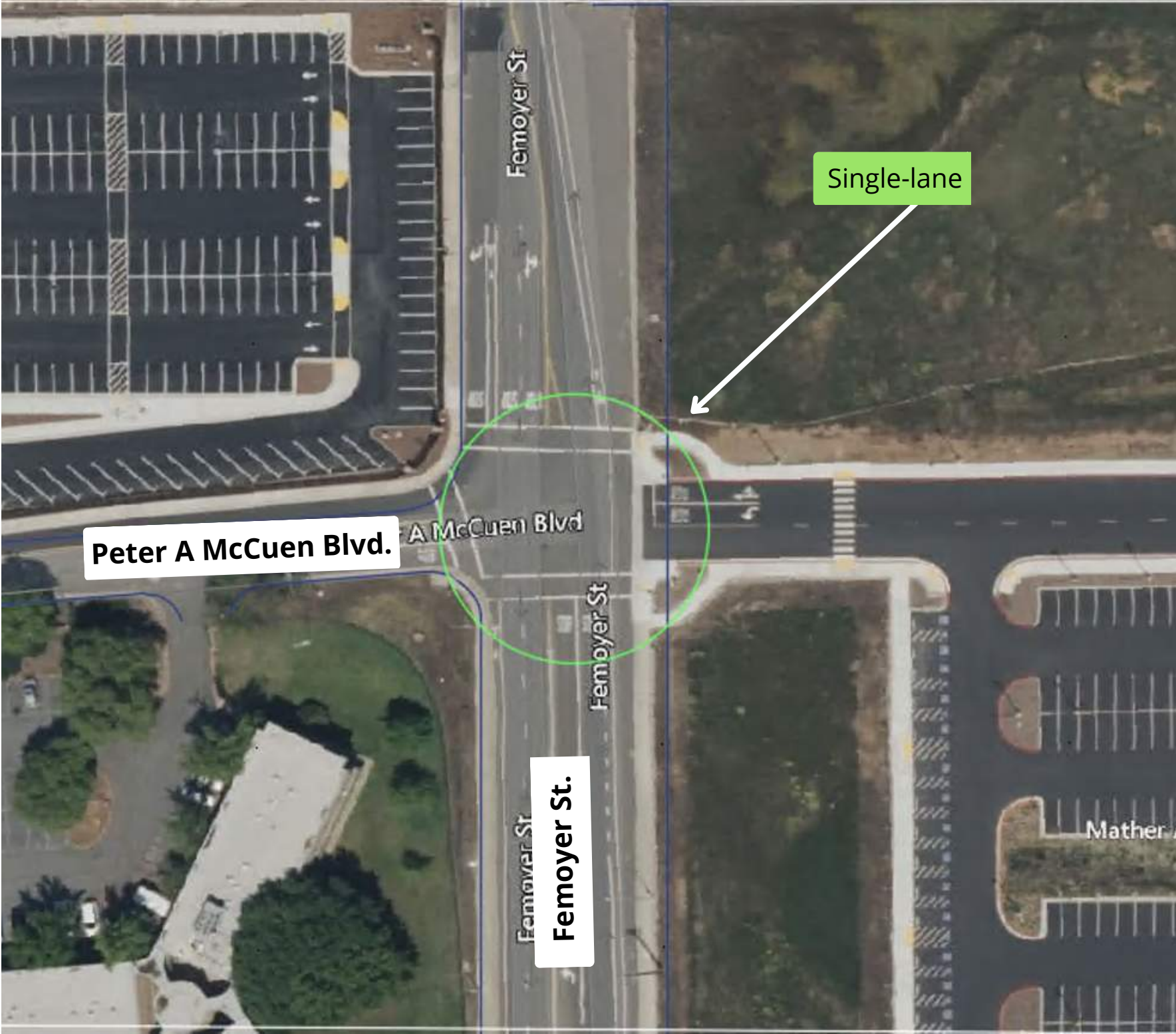


Do you think this is a good location for a roundabout?

YES OR NO

Comments/Concerns

FEMOYER STREET & PETER A MCCUEN BLVD



Do you think this is a good location for a roundabout?

YES OR NO

Comments/Concerns

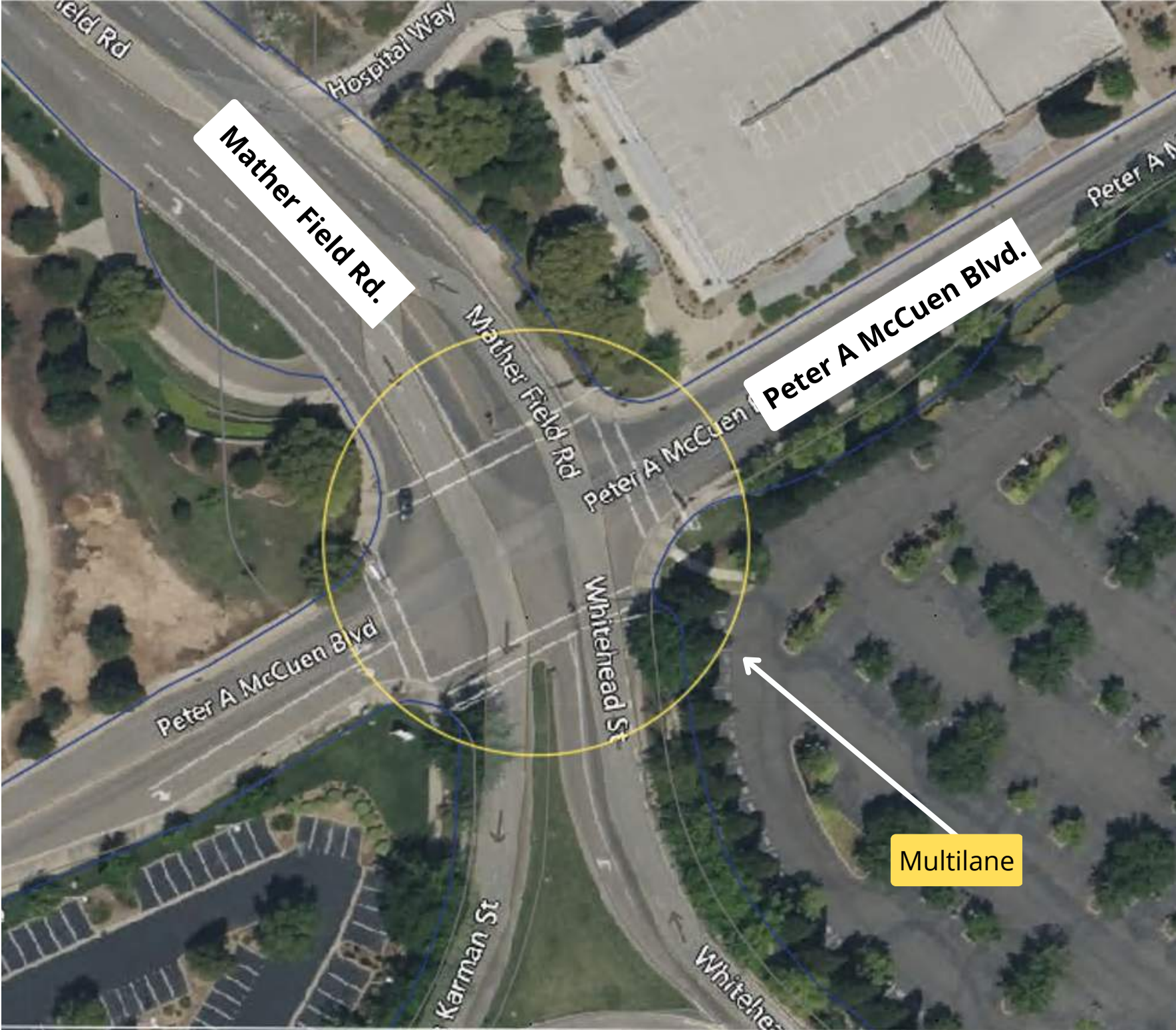
DEBELLEVUE STREET

PETER MCCUEN BLVD



MATHER FIELD ROAD & PETER

A MCCUEN BLVD



Do you think this is a good location for a roundabout?

YES

OR

NO

Comments/Concerns

Do you think this is a good location for a roundabout?

YES

OR

NO

Comments/Concerns

City of Rancho Cordova Roundabout Feasibility Study Stakeholder Meeting

May 16, 2023



CityOfRanchoCordova.org

1

Meeting Goals

- Provide Project Update
- Get Feedback on Prioritization for Future Intersections
- Solicit Stakeholder Feedback



2

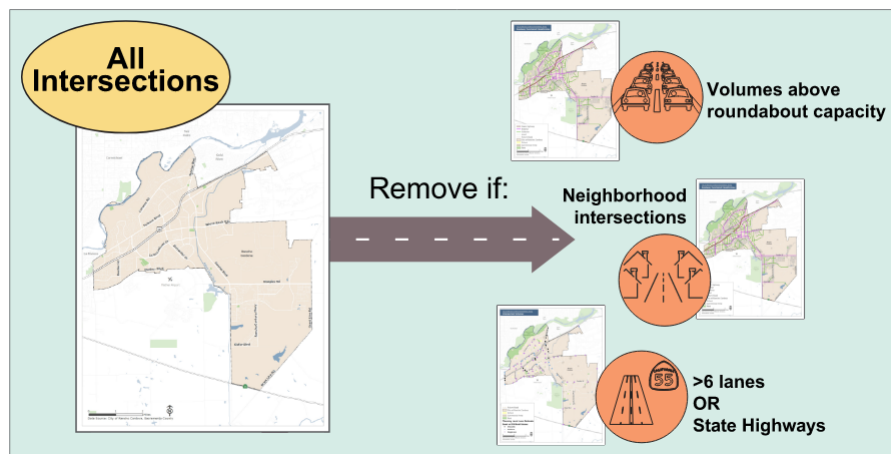
Project Objectives

- Develop the Roundabout Priority Plan for the City
- Prepare Guidelines for Future Decisions about Roundabouts
- Utilize Public & Stakeholder Feedback to Develop Project Deliverables

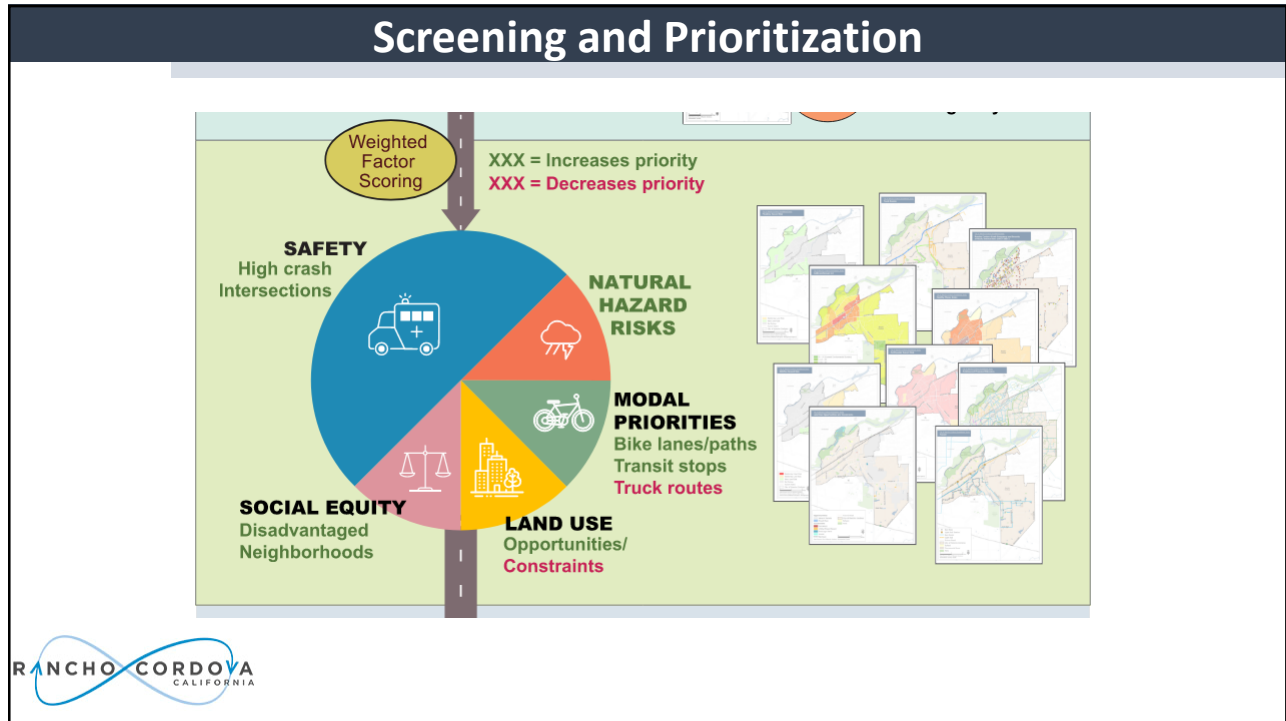


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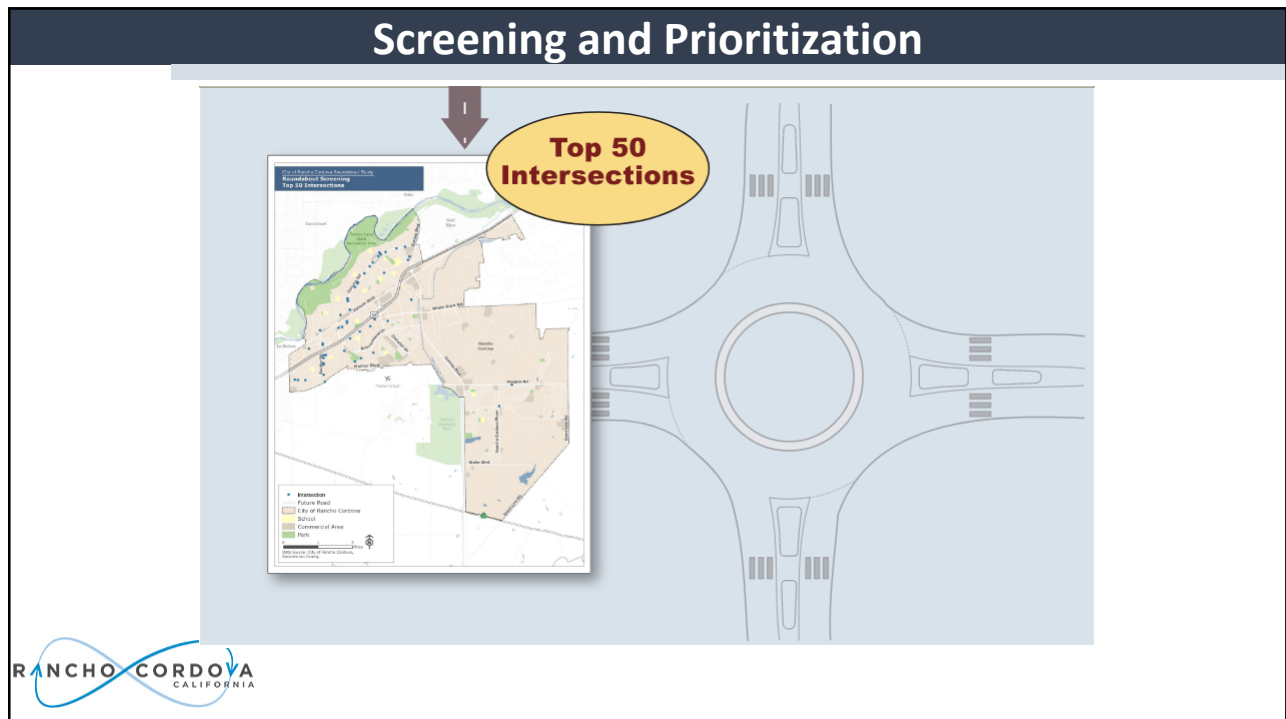
Screening and Prioritization



4



5

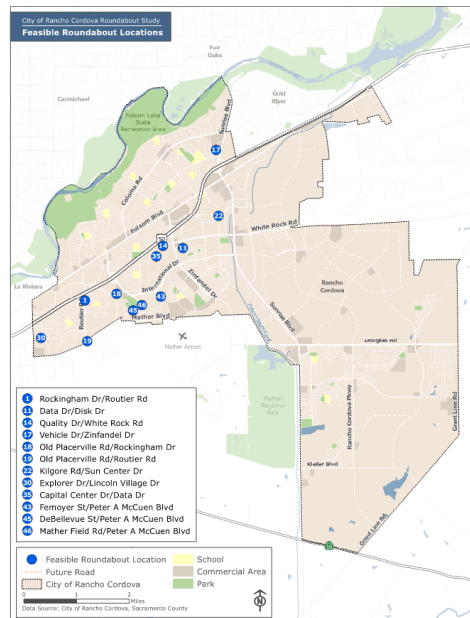


6

Screening and Prioritization

- Vetted top 50 for feasibility
 - Traffic volumes accounting for future growth
 - Size of intersection based on design vehicles
 - Narrowed list to 12 intersections

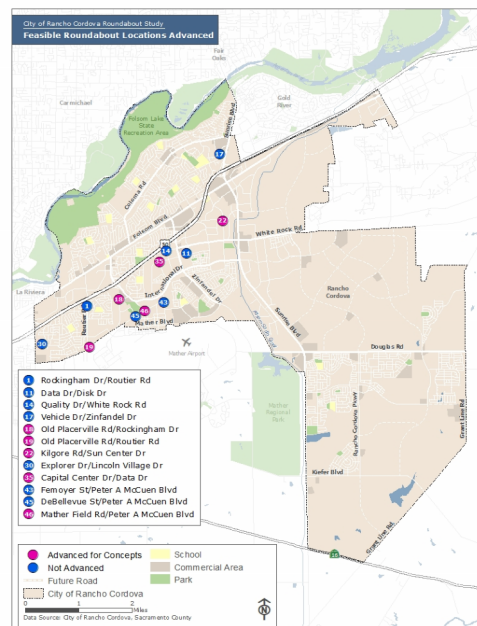
KILGORE ROAD & SUN CENTER DRIVE



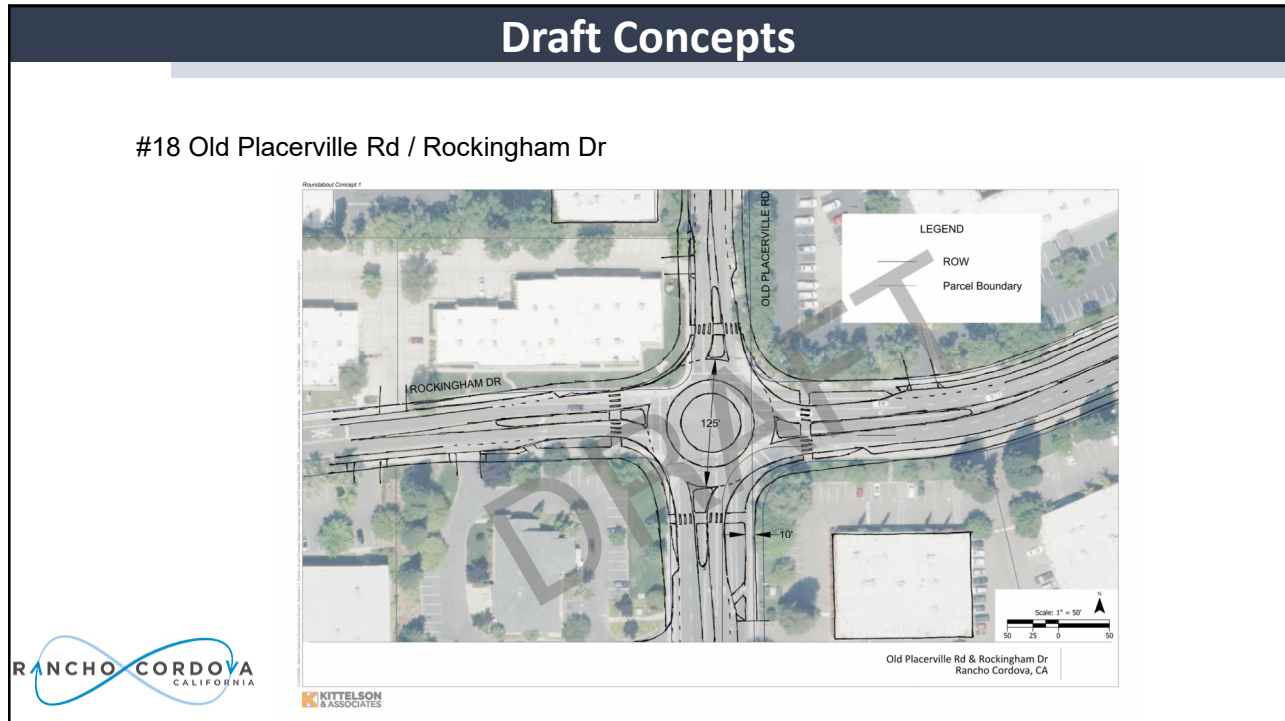
7

Advancing Five Locations for Concept Designs

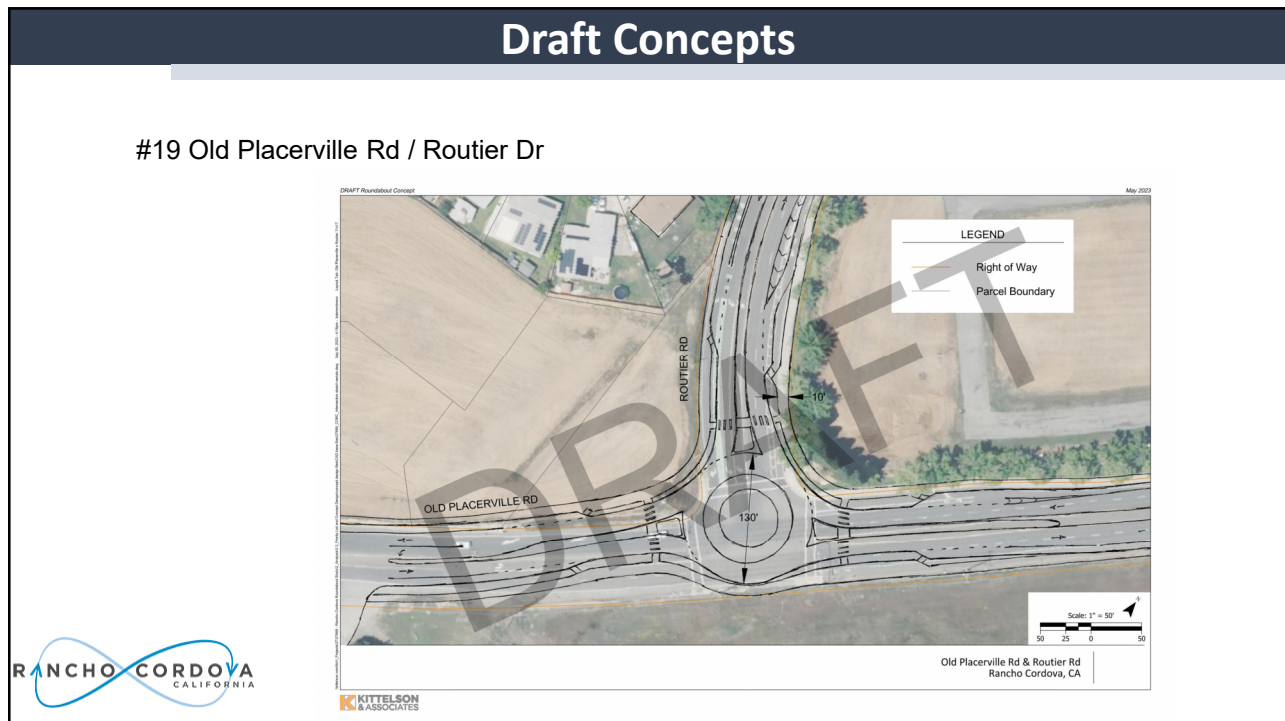
- Narrowed to five based on:
 - Prioritization rank
 - Land uses (avoiding property takes)
 - Public input
 - Public Works and Planning feedback
 - Traffic Data
- 5 Locations are:
 - Old Placerville Rd / Rockingham Dr
 - Old Placerville Rd / Routier Dr
 - Kilgore Rd / Sun Center Dr
 - Capital Center Dr / Data Dr
 - Mather Field Rd / Peter A McCuen Blvd



8



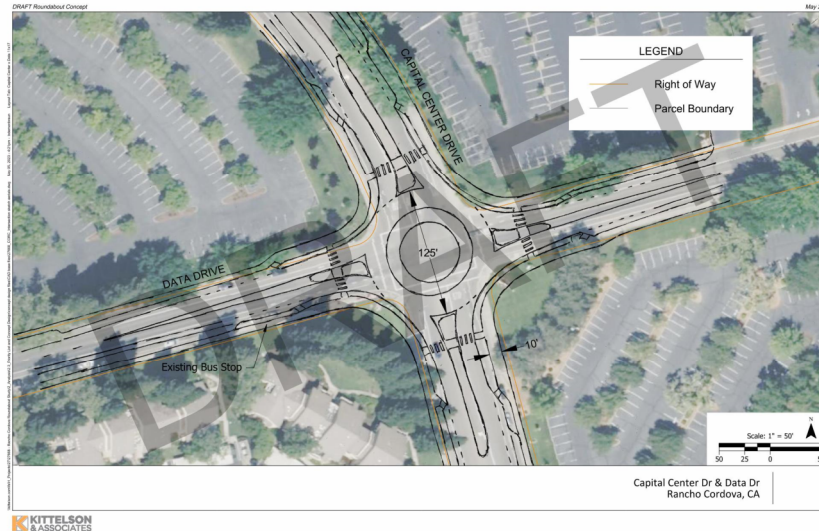
9



10

Draft Concepts

#35 Capital Center Dr / Data Dr



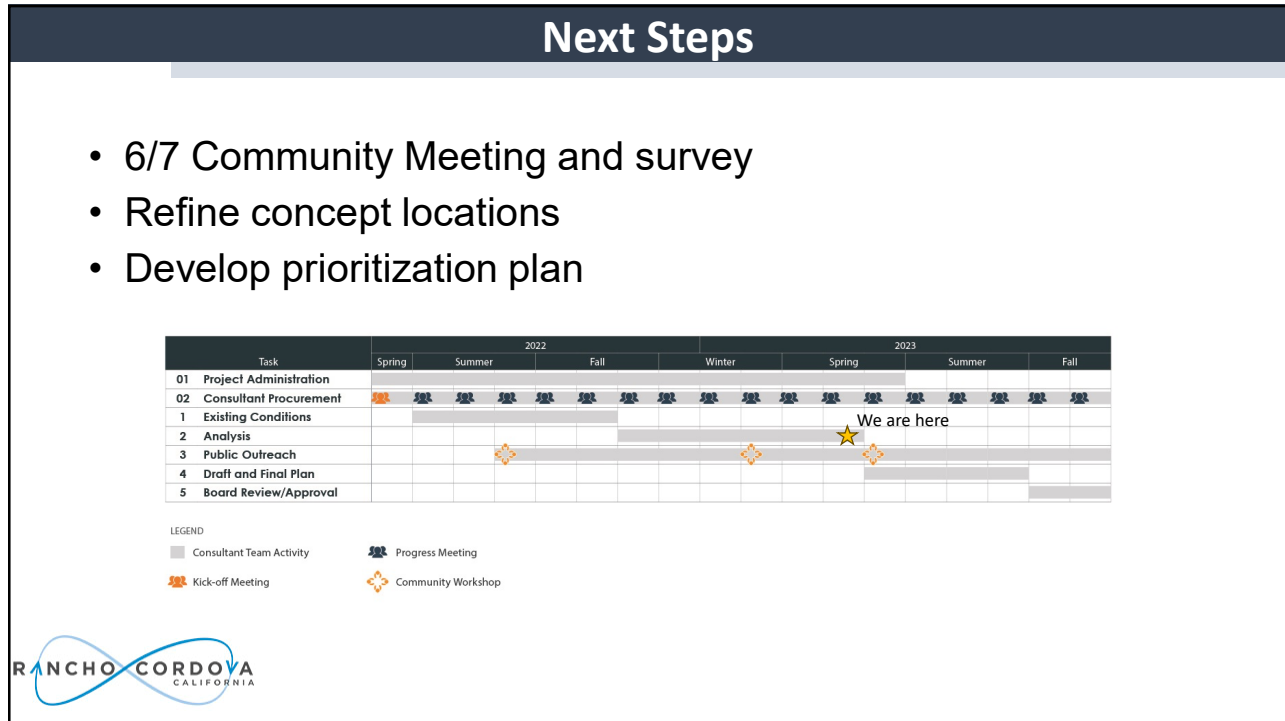
11

Draft and Final Plan

- Document work to date
- Identify funding and implementation plan
- Developing greenfield intersection/roundabout approach
- **We welcome your input now on what to prioritize/consider**



12



13

THANK YOU

Check Web Portal for Project Updates:
www.cityofranhocordova.org/CurrentProjects

If you have additional questions about the project, please reach out to the City's Project Manager:

Kristine Courdy
 (916) 851-8842
kcourdy@cityofranhocordova.org



CityOfRanchoCordova.org

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City of Rancho Cordova Roundabout Feasibility Study Community Workshop

June 7th, 2023



CityOfRanchoCordova.org

1

Meeting Agenda

- Introductions
- Meet the Team
- Prior Engagement
- Project Objectives
- Information on Roundabouts
- Feasible Locations
- Next Steps





2

Project Team

FY21/22 Caltrans Sustainable Transportation Planning Grant

Project: Citywide Feasibility Study & Implementation Plan

City of Rancho Cordova (Grant Recipient)

Project Manager = Kristine Courdy
Principal Engineer = Edgar Medina
Senior Transportation Planner = Drew Hart

Kittelson & Associates, Inc. (Project Consultant)

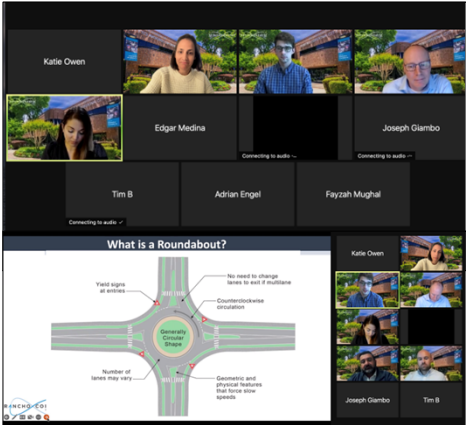
Project Manager = Mike Alston
Principal In-Charge = Wade Scarbrough
Project Planner = Matt Braughton



3

Prior Engagement

Virtual Workshop October 2022



Open House January 2023





4

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Project Objectives

5

Project Objectives



Develop the Roundabout Priority Plan for the City



Utilize Public & Stakeholder Feedback to Develop Project Deliverables



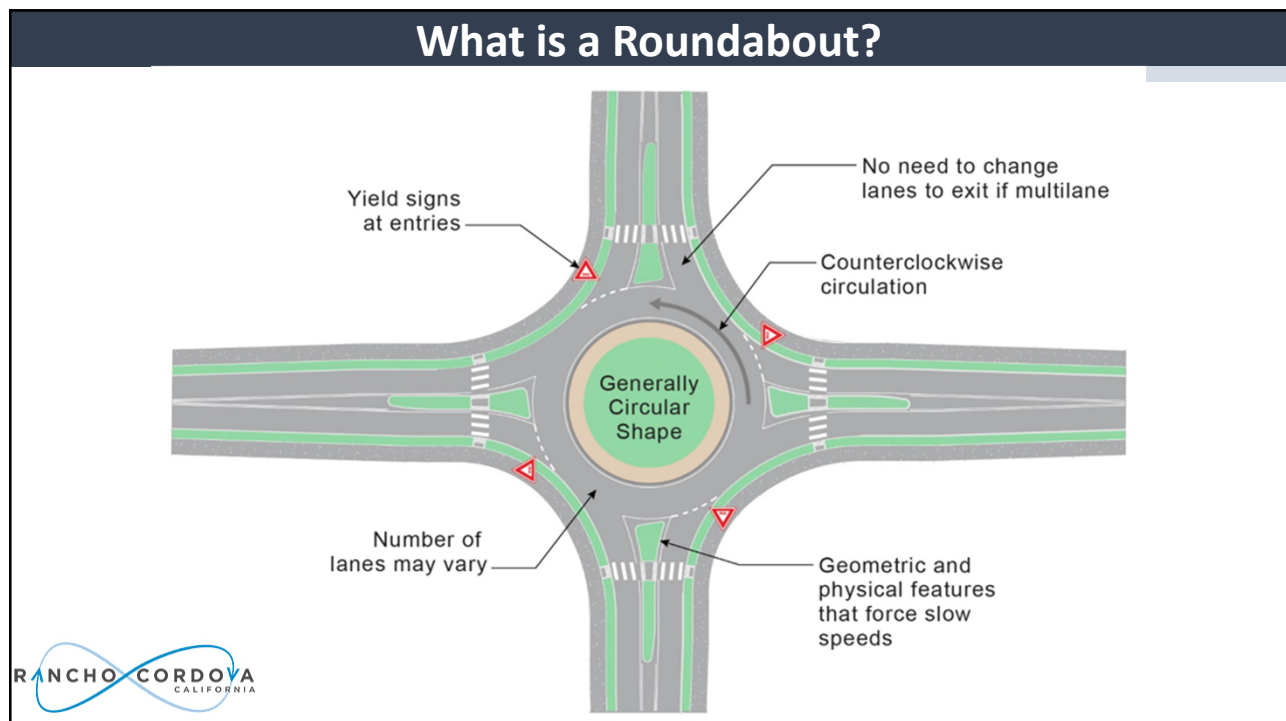
Prepare Guidelines for Future Guidance about Roundabouts



6

Roundabout Education

7



8

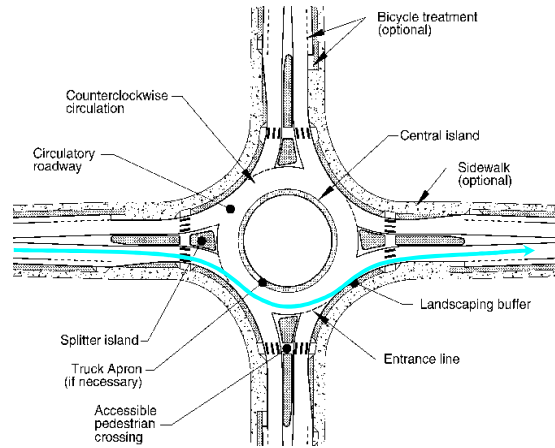
Why Build Roundabouts?

Safety improvements:

- 90-100% reduction in fatalities
- 75% reduction in injuries
- 35% reduction in total crashes

Roundabouts controls vehicle speeds:

- 25 mph for single-lane
- 30 mph for two-lane
- Increased time for driver reaction
- Decreased chance for injury or fatality



9

Aesthetic & Green Infrastructure Opportunities



Bend, Oregon
Source: Lee Rodegerdts



Portland, Oregon
Source: Lee Rodegerdts



10

Roundabouts & Pedestrians

Considerations for Visually Impaired:

1. Well defined walkway edges
2. Separated walkways
3. Aligned detectable warnings
4. Perpendicular crossings
5. Contrasting crosswalk markings



Note presence of push-button for multilane roundabout crossing.
Source: Lee Rodegerdts



Performance assessment detailed in NCHRP Report 834

11

Roundabouts & Bicycles

Roundabouts slow vehicles to speeds compatible with bicycles

Bicyclists have option of traveling as **vehicle** or **pedestrian**

- Serve different users based on their level of comfort

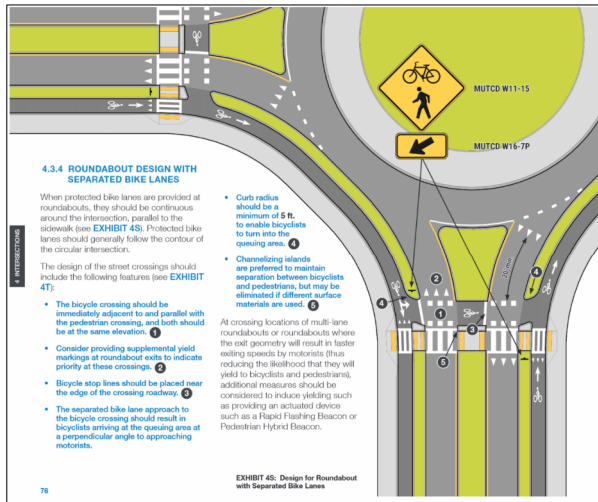
No bicycle lanes within circulatory roadway

Guidance for off-street paths is emerging



12

Separate Bike/Ped Options



Source: Massachusetts DOT Separated Bike Lane Planning and Design Guide



San Luis Obispo, California
Source: Brian Ray

13

Roundabouts & Larger Vehicles

Roundabouts can accommodate large vehicles through design:

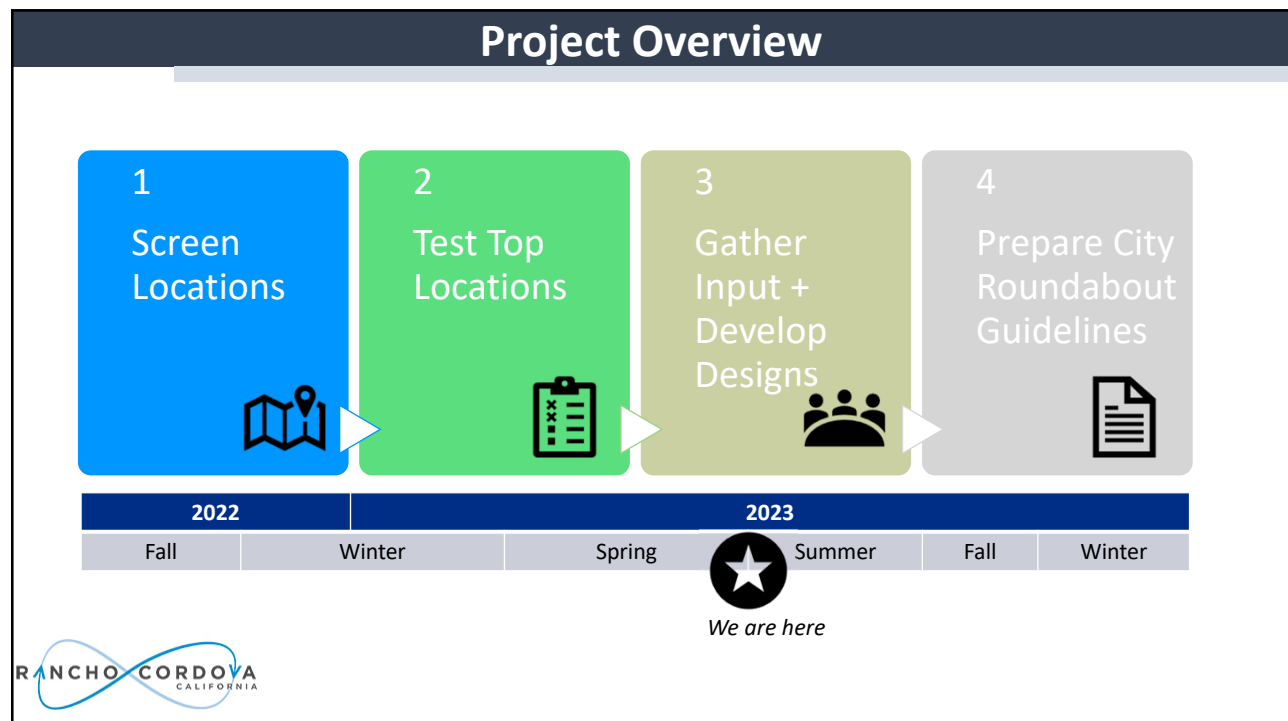
- Truck aprons
- Placement of landscaping
- Reinforced curbs



14

Project Overview

15



16

Project Overview

Part 1: Screen Locations

All Intersections

Remove if:

- Volumes above roundabout capacity
- Neighborhood intersections
- >6 lanes OR State Highways

Neighborhood intersections

>6 lanes OR State Highways

RANCHO CORDOVA CALIFORNIA

17

Project Overview

Part 1: Screen Locations

Weighted Factor Scoring

XXX = Increases priority
XXX = Decreases priority

SAFETY
High crash Intersections

NATURAL HAZARD RISKS

MODAL PRIORITIES
Bike lanes/paths
Transit stops
Truck routes

LAND USE
Opportunities/
Constraints

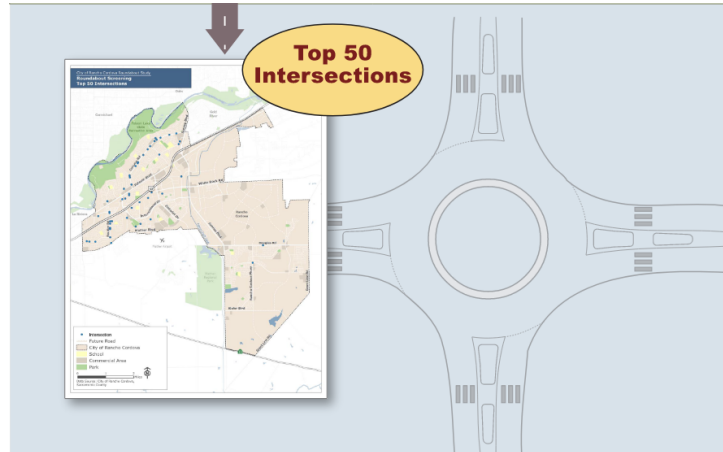
SOCIAL EQUITY
Disadvantaged Neighborhoods

RANCHO CORDOVA CALIFORNIA

18

Project Overview

Part 1: Screen Locations



19

Project Overview

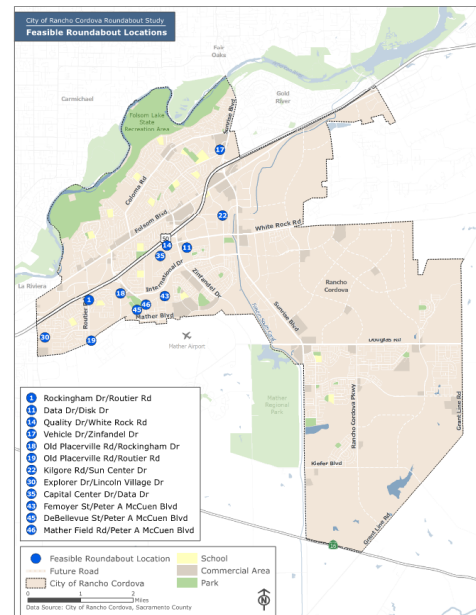
Part 2: Test Top Locations

- Vetted top 50 for feasibility
 - Traffic volumes accounting for future growth
 - Size of intersection based on design vehicles
 - Narrowed list to 12 intersections

KILGORE ROAD & SUN CENTER DRIVE



Example feasibility testing



20

Project Overview

Part 3: Gather Input + Develop Designs

Angled, splitter islands provide deflection and speed control from center of roadway and allow intersection to fit within existing curb lines.

San Andres Street serves Santa Barbara MTD buses. Through movement design allows bus to navigate circulatory roadway (rather than traversing raised elements).

Existing gutter pans and curb lines retained.

Splitter islands and deflection are raised and traversible.

Offset crossing avoids existing tree and provides approaching vehicle queue storage.

Pedestrian crossing provided closer to intersection corner to avoid residential driveway (no existing marked crossing at corner).

Example rendering of roundabout design concept

RANCHO CORDOVA CALIFORNIA

21

Project Overview

Part 4: Prepare City Roundabout Guidelines

NCHRP REPORT 672

Roundabouts: An Informational Guide

Second Edition

TRANSPORTATION RESEARCH BOARD OF THE NATIONAL ACADEMIES

massDOT
Massachusetts Department of Transportation

GUIDELINES FOR THE PLANNING AND DESIGN OF ROUNDABOUTS

REVISED MARCH 2022

RANCHO CORDOVA CALIFORNIA

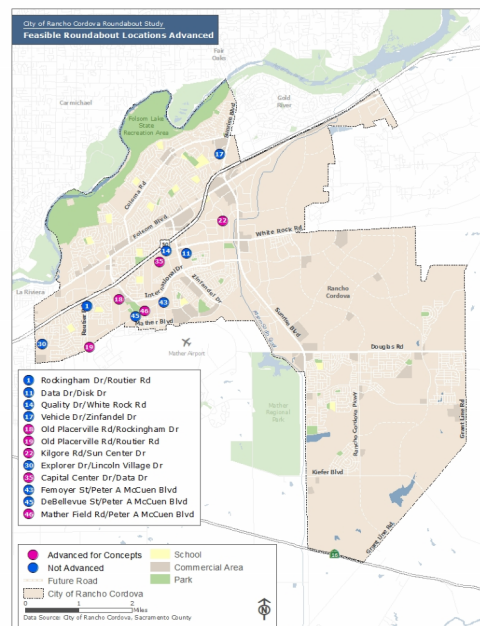
22

Feasible Locations

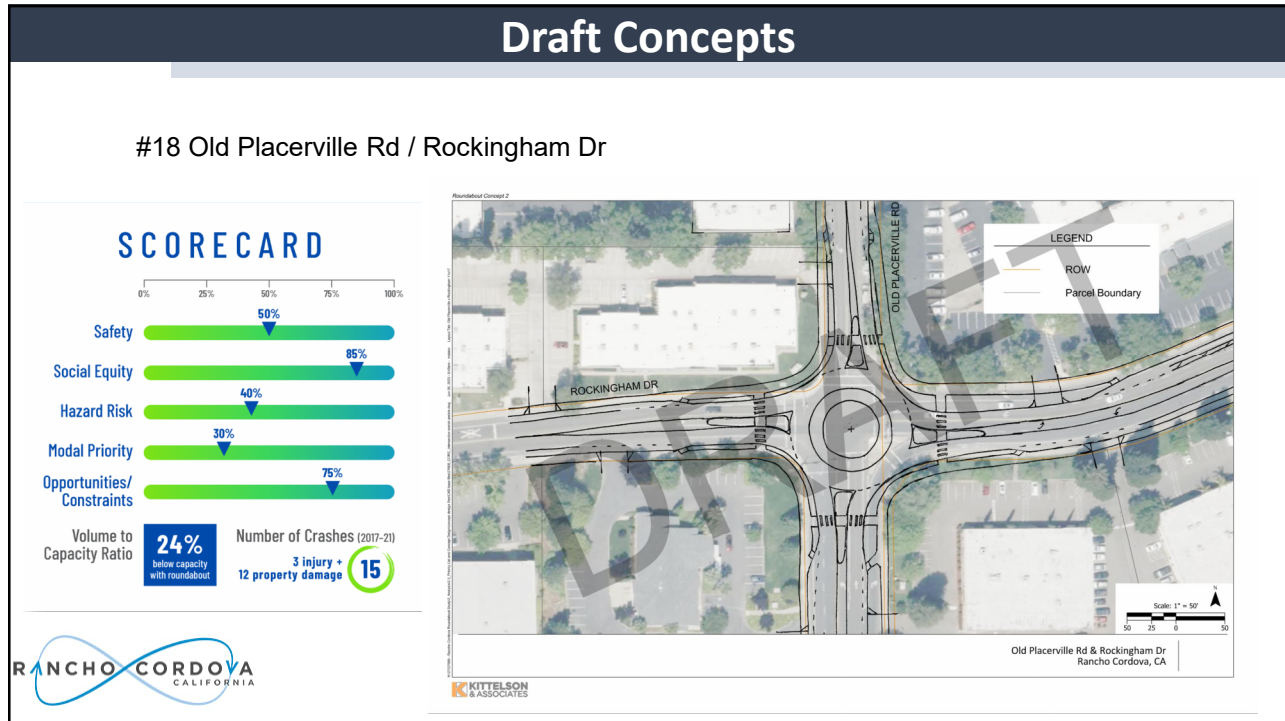
23

Advancing Five Locations for Concept Designs

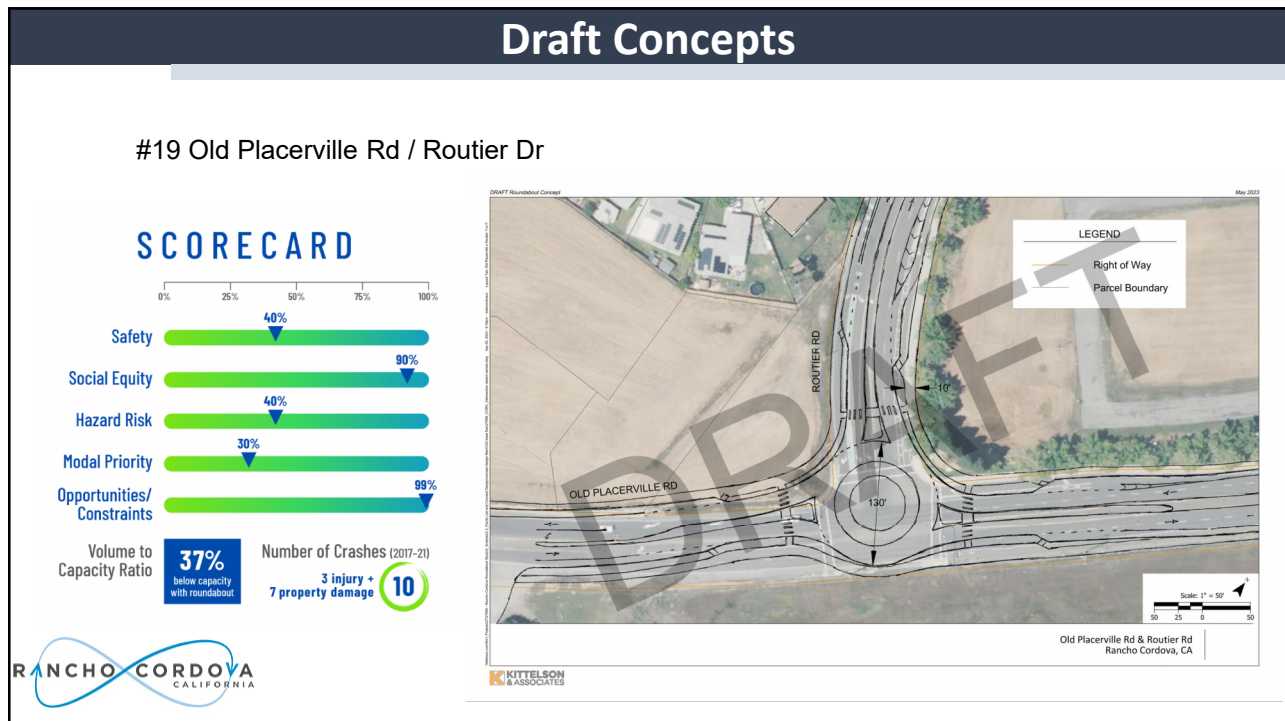
- Narrowed to five based on:
 - Prioritization rank
 - Land uses (avoiding property takes)
 - Public input
 - Public Works and Planning feedback
 - Traffic Data
- 5 Locations are:
 - Old Placerville Rd / Rockingham Dr
 - Old Placerville Rd / Router Dr
 - Kilgore Rd / Sun Center Dr
 - Capital Center Dr / Data Dr
 - Mather Field Rd / Peter A McCuen Blvd



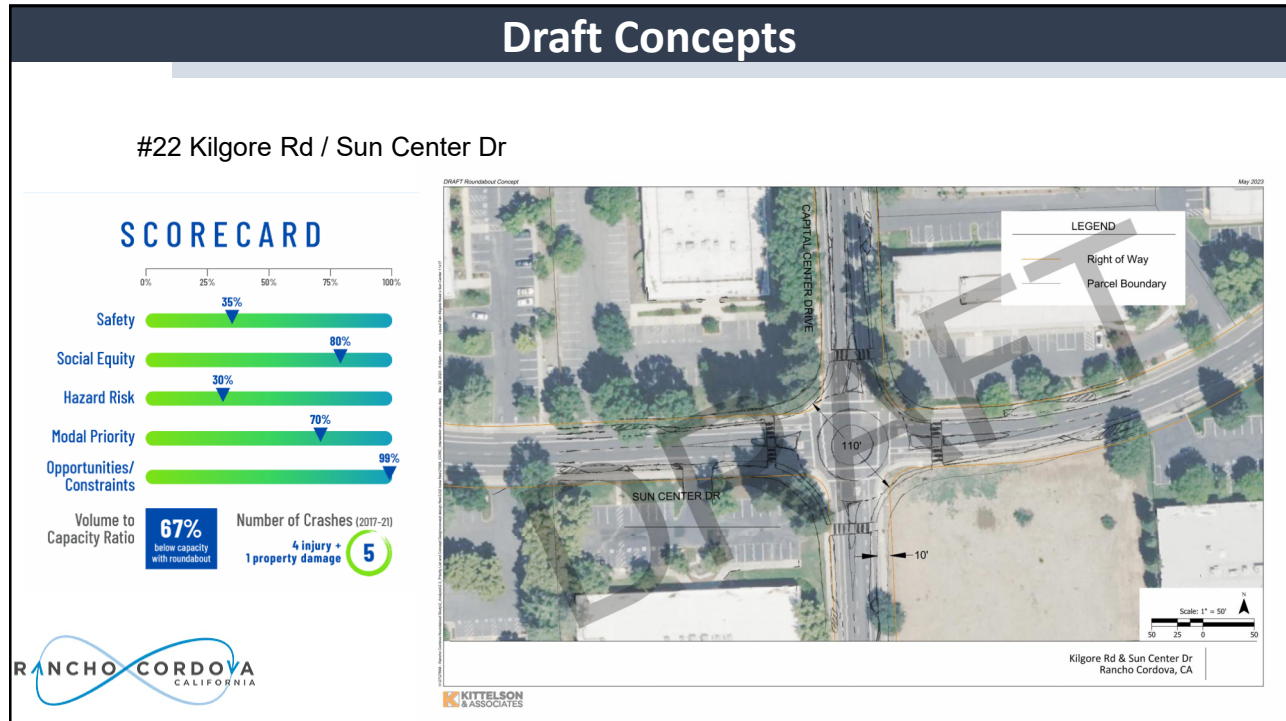
24



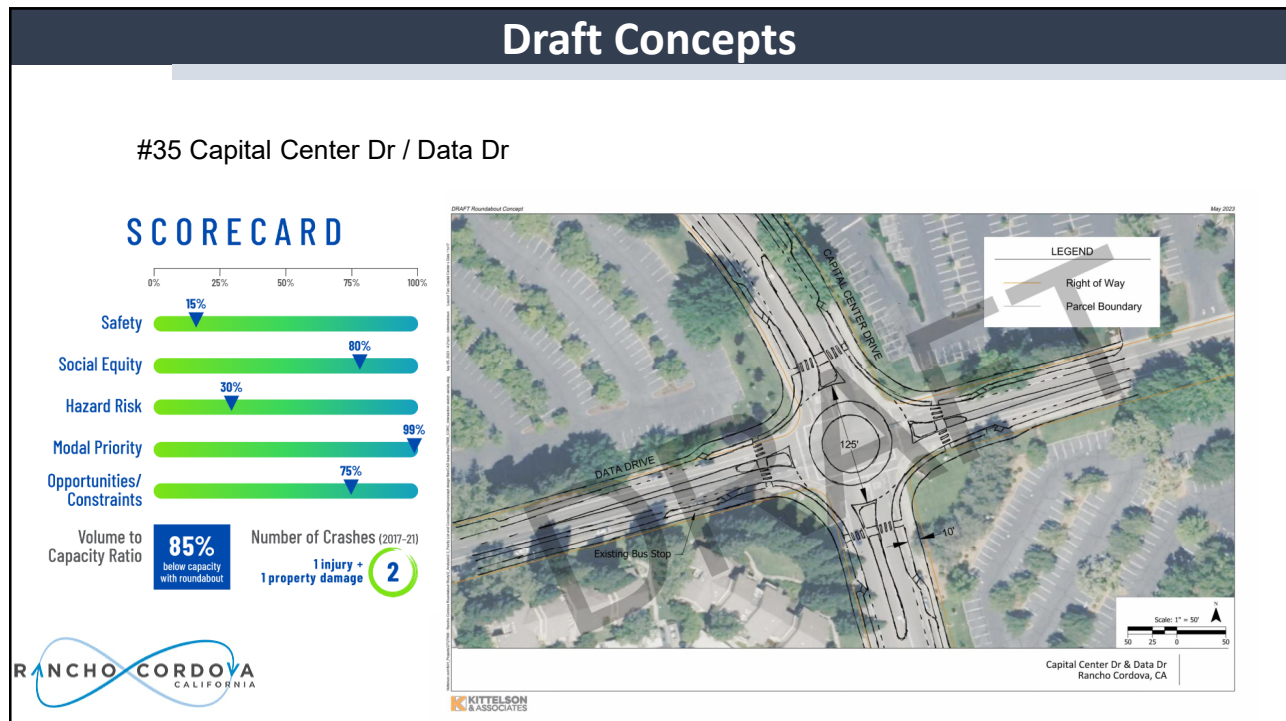
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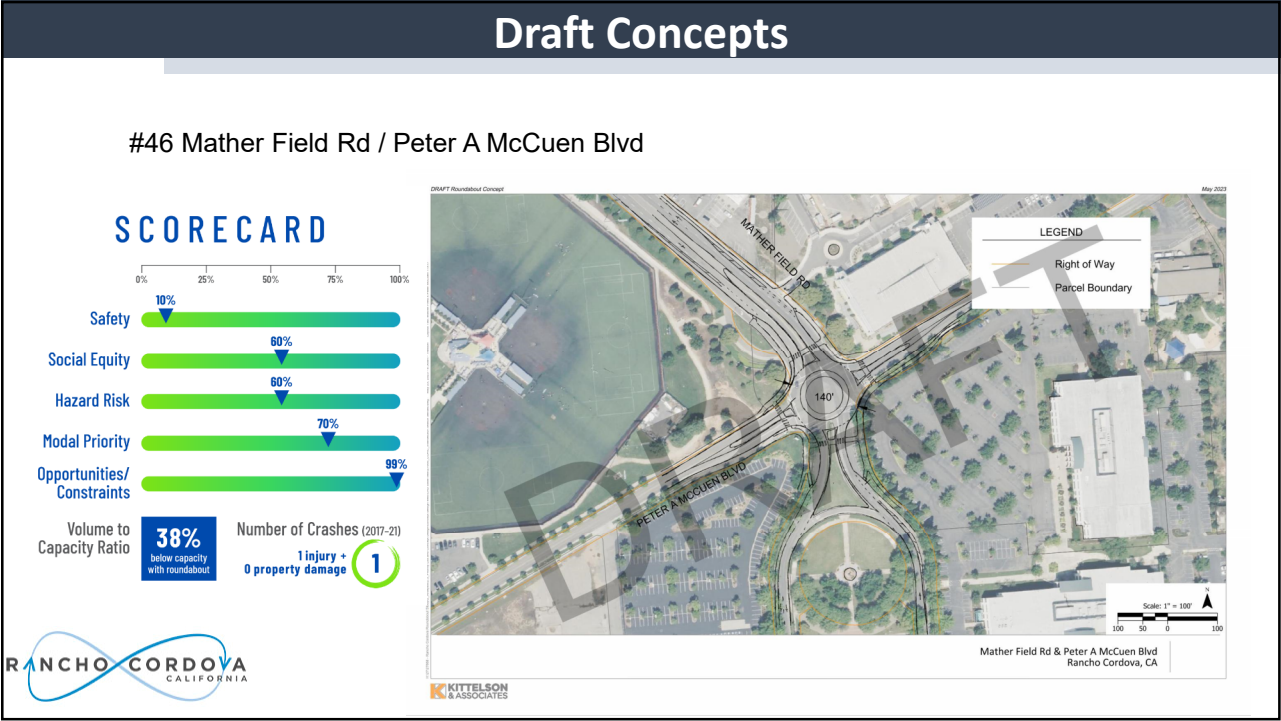
26



27



28



Next Steps

We want to hear from you!

<https://metroquestsurvey.com/dv2v2i>

Or bit.ly/RanchoRoundabout



31

THANK YOU

Check Web Portal for Project Updates:

www.cityofranchocordova.org/CurrentProjects

**If you have additional questions about the project,
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Kristine Courdy
(916) 851-8842
kcourdy@cityofranchocordova.org



CityOfRanchoCordova.org

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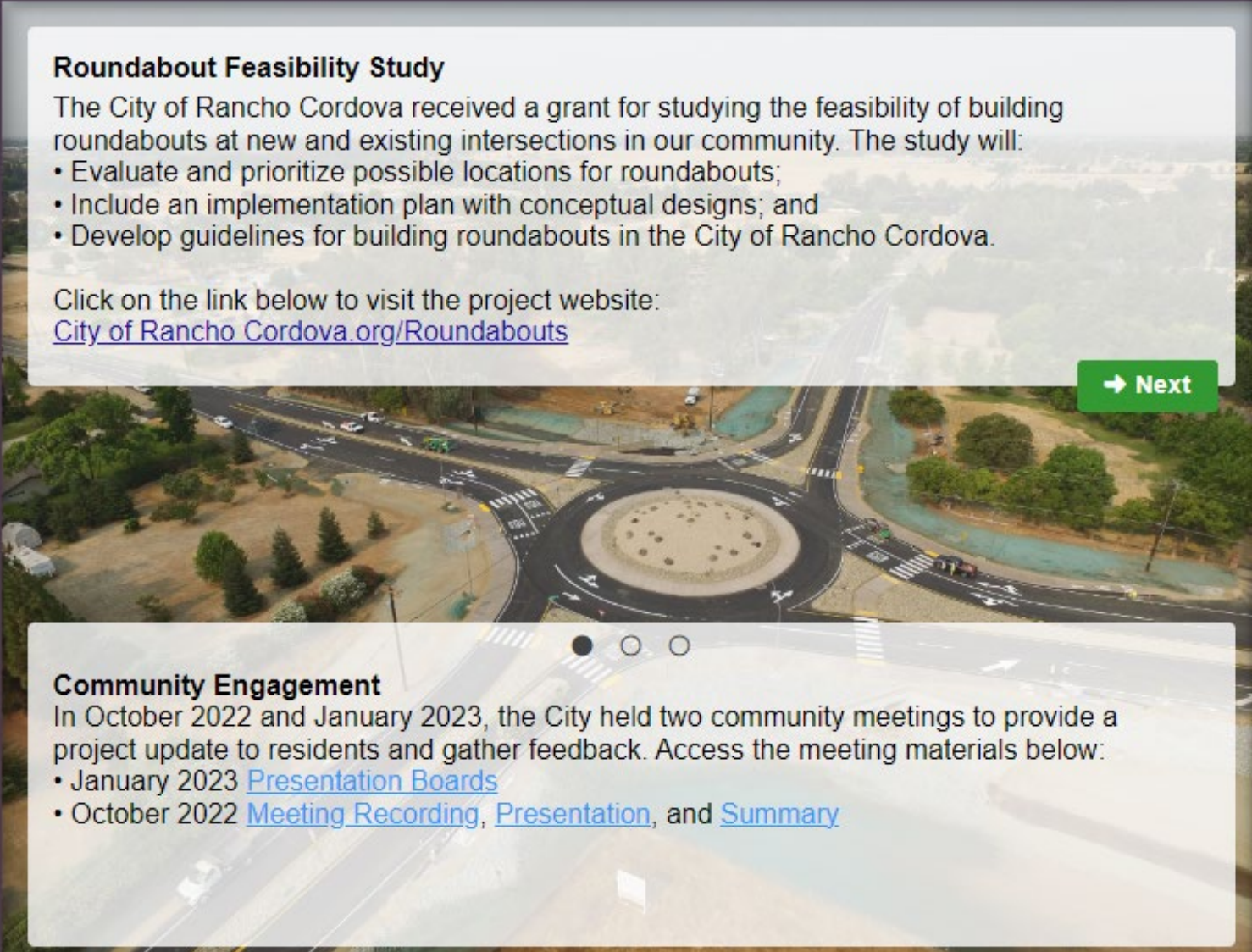
32



Roundabout Feasibility Study

Survey Screens

August 1, 2023



1 Welcome

Your detailed input will help us develop this Roundabout Feasibility Study.

Roundabout Feasibility Study

The City of Rancho Cordova received a grant for studying the feasibility of building roundabouts at new and existing intersections in our community. The study will:

- Evaluate and prioritize possible locations for roundabouts;
- Include an implementation plan with conceptual designs; and
- Develop guidelines for building roundabouts in the City of Rancho Cordova.

Click on the link below to visit the project website:
[City of Rancho Cordova.org/Roundabouts](https://CityofRanchoCordova.org/Roundabouts)

→ Next

Community Engagement

In October 2022 and January 2023, the City held two community meetings to provide a project update to residents and gather feedback. Access the meeting materials below:

- January 2023 [Presentation Boards](#)
- October 2022 [Meeting Recording](#), [Presentation](#), and [Summary](#)

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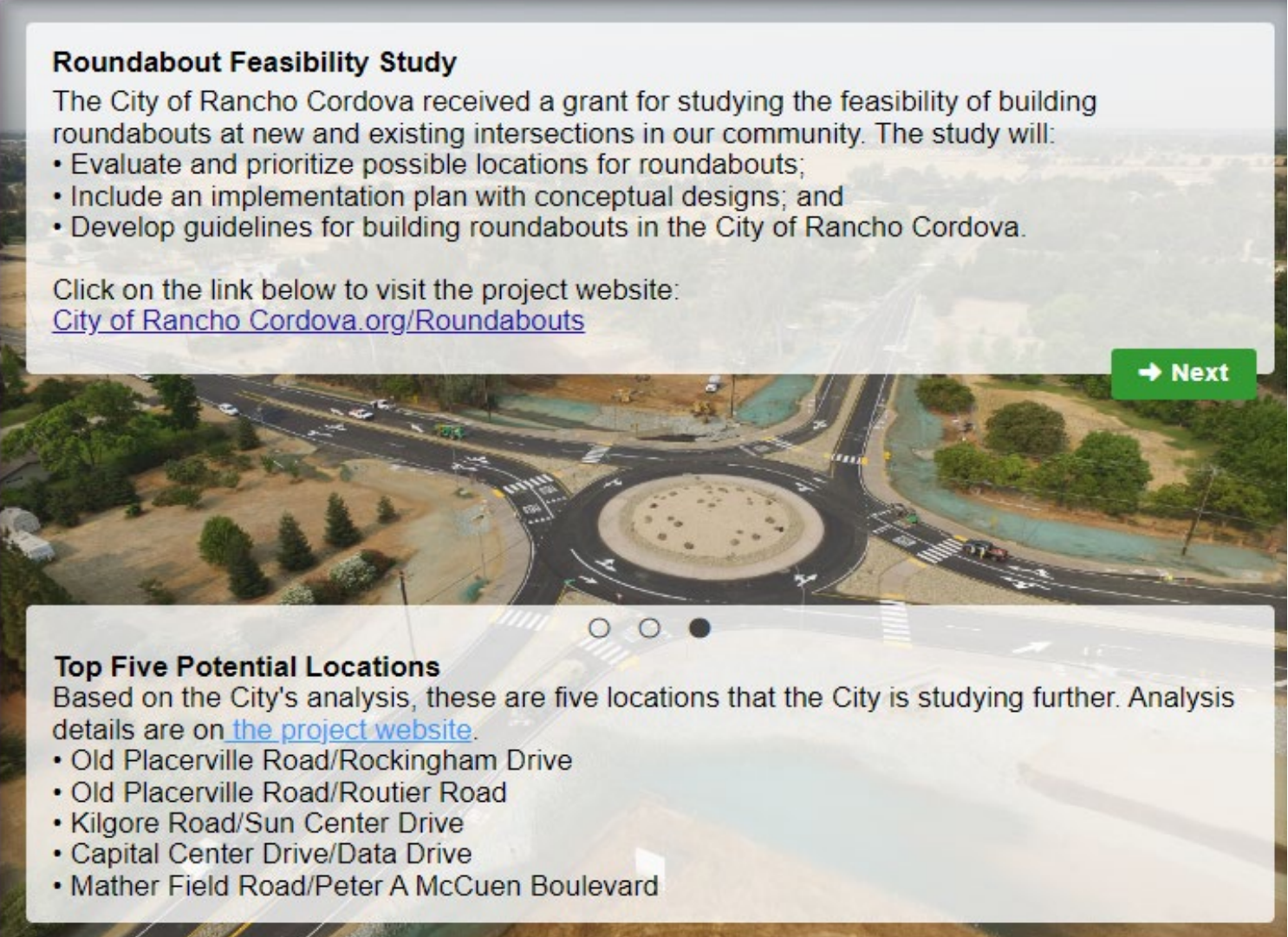
Click on the link below to visit the project website:
[City of Rancho Cordova.org/Roundabouts](https://cityofranchocordova.org/Roundabouts)

→ Next

The Benefits of Roundabouts
Roundabouts are a Proven Safety Countermeasure that can provide the following benefits:

- Fewer and less severe crashes
- Less traffic congestion
- Placemaking and gateway effect
- Lower maintenance costs compared to traffic signals

For more information about Proven Safety Countermeasures, please click [here](#).



1 Welcome

Your detailed input will help us develop this Roundabout Feasibility Study.

WELCOME

Roundabout Feasibility Study

The City of Rancho Cordova received a grant for studying the feasibility of building roundabouts at new and existing intersections in our community. The study will:

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→ Next

Top Five Potential Locations

Based on the City's analysis, these are five locations that the City is studying further. Analysis details are on [the project website](#).

- Old Placerville Road/Rockingham Drive
- Old Placerville Road/Routier Road
- Kilgore Road/Sun Center Drive
- Capital Center Drive/Data Drive
- Mather Field Road/Peter A McCuen Boulevard

2

User Experience & Satisfaction per Intersection

Please tell us about your experience.

>>

PREFERENCES

Old Placerville Road & Rockingham Drive

○○○○

Old Placerville Road & Routier Road

○○○○

Kilgore Road & Sun Center Drive

○○○○

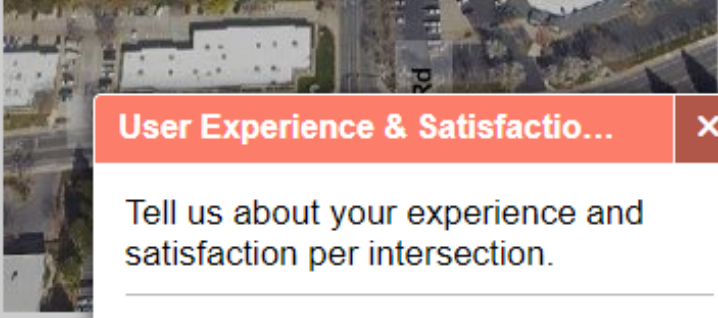
Capital Center Drive & Data Drive

○○○○

Mather Field Road & Peter A McCuen Boulevard

○○○○

Old Placerville Road & Rockingham Drive



How often do you travel through this intersection?

Daily

How do you travel through this intersection?

☐ Private vehicle

☐ Bike

☐ Ride share

☐ Ride transit

How safe do you feel traveling through this intersection?

Very safe

Somewhat safe

Neutral

Somewhat at risk

Very at risk

How satisfied are you with the travel time through this intersection?

Very satisfied

Somewhat satisfied

Neutral

Somewhat unsatisfied

Very unsatisfied

apply)

↓

User Experience & Satisfactio...

×

Tell us about your experience and satisfaction per intersection.

Your responses are anonymous and appreciated.

✓

2

User Experience & Satisfaction per Intersection

Please tell us about your experience.

ⓘ | 💬 | >>

PREFERENCES

Old Placerville Road & Rockingham Drive

○○○○

Old Placerville Road & Routier Road

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Kilgore Road & Sun Center Drive

○○○○

Capital Center Drive & Data Drive

○○○○

Mather Field Road & Peter A McCuen Boulevard

○○○○

Old Placerville Road & Rockingham Drive



> How often do you use this intersection?

Daily A few times a month A few times a year Never

> How do you travel through this intersection? (check all that apply)

☐ Private vehicle ☐ Walk
☐ Bike ☐ Ride transit
☐ Ride share

> How safe do you feel traveling through this intersection?

Very safe Somewhat safe Neutral Somewhat at risk Very at risk

> How satisfied are you with the travel time through this intersection?

Very satisfied Somewhat satisfied Neutral Somewhat unsatisfied
Very unsatisfied

↓

2

User Experience & Satisfaction per Intersection

Please tell us about your experience.

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Old Placerville Road & Rockingham Drive

○○○○

Old Placerville Road & Routier Road

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Kilgore Road & Sun Center Drive

○○○○

Capital Center Drive & Data Drive

○○○○

Mather Field Road & Peter A McCuen Boulevard

○○○○

Old Placerville Road & Routier Road



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A few times a year

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2

User Experience & Satisfaction per Intersection

Please tell us about your experience.

2

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Old Placerville Road & Routier Road

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Kilgore Road & Sun Center Drive

○○○○

Capital Center Drive & Data Drive

○○○○

Mather Field Road & Peter A McCuen Boulevard

○○○○

Kilgore Road & Sun Center Drive



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2

User Experience & Satisfaction per Intersection

Please tell us about your experience.

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User Experience & Satisfaction per Intersection

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Old Placerville Road & Routier Road

○○○○

Capital Center Drive & Data Drive

○○○○

Mather Field Road & Peter A McCuen Boulevard

○○○○

Capital Center Drive & Data Drive



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Very satisfiedSomewhat satisfiedNeutralSomewhat unsatisfiedVery unsatisfied



2

User Experience & Satisfaction per Intersection

Please tell us about your experience.

»

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Old Placerville Road & Rockingham Drive

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Old Placerville Road & Routier Road

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Kilgore Road & Sun Center Drive

○○○○

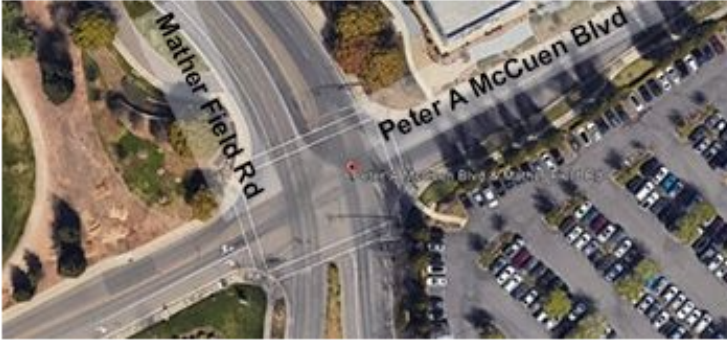
Capital Center Drive & Data Drive

○○○○

Mather Field Road & Peter A McCuen Boulevard

○○○○

Mather Field Road & Peter A McCuen Boulevard



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A few times a month

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Somewhat at risk

Very at risk

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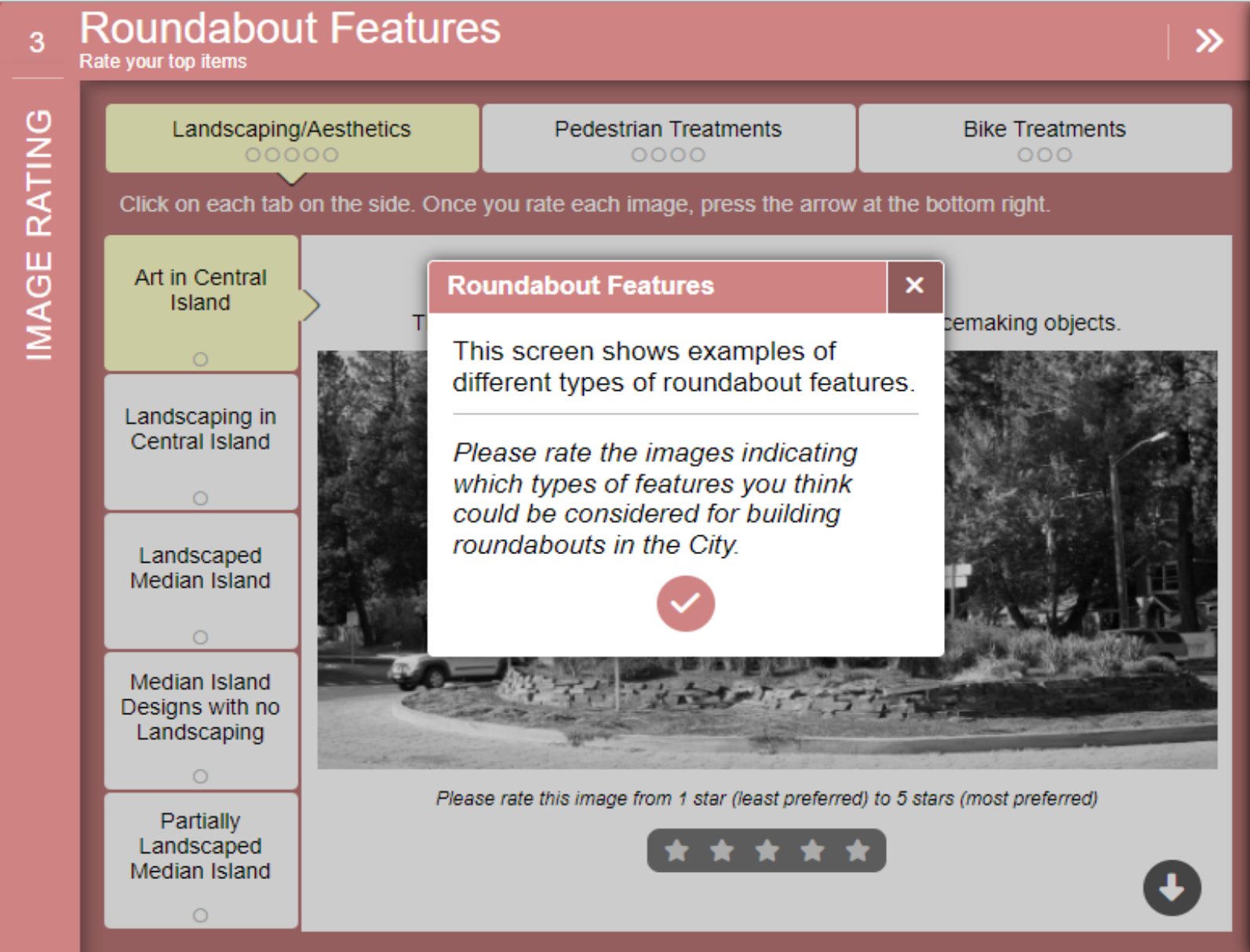
Somewhat satisfied

Neutral

Somewhat unsatisfied

Very unsatisfied

➔



3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Art in Central Island

Landscaping in Central Island

Landscaped Median Island

Median Island Designs with no Landscaping

Partially Landscaped Median Island

Art in Central Island

The central island can include sculptures or other placemaking objects.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

12

Image Rating Screen

 Dewberry

Page 422 of 931

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

○○○○○

Pedestrian Treatments

○○○○○

Bike Treatments

○○○

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Art in Central Island

○

Landscaping in Central Island

○

Landscaped Median Island

○

Median Island Designs with no Landscaping

○

Partially Landscaped Median Island

○

Landscaping in Central Island

The central island can include extensive landscaping opportunities.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

★ ★ ★ ★ ★



3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Art in Central Island

Landscaping in Central Island

Landscaped Median Island

Median Island Designs with no Landscaping

Partially Landscaped Median Island

Landscaped Median Island

The median islands can have landscaping but need to be low-lying to maintain sight distance for drivers.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

14

Image Rating Screen

 Dewberry
Page 424 of 931

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Art in Central Island

Landscaping in Central Island

Landscaped Median Island

Median Island Designs with no Landscaping

Partially Landscaped Median Island

Median Island Designs with no Landscaping

At some sites, medians may not have room for landscaping and would be just concrete.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

15

Image Rating Screen

 Dewberry

Page 425 of 931

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Art in Central Island

Landscaping in Central Island

Landscaped Median Island

Median Island Designs with no Landscaping

Partially Landscaped Median Island

Partially Landscaped Median Island

Sometimes the median islands may have landscaping on only some portions.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

16

Image Rating Screen

 Dewberry

Page 426 of 931

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

IMAGE RATING

Two Stage Crossing

One Stage Crossing

Flashing Lights

Raised Crosswalk with RRFB

Two Stage Crossing

"Two-stage" involves pedestrians crossing one direction of traffic at a time, with an island to wait in between crossings.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Two Stage Crossing

One Stage Crossing

Flashing Lights

Raised Crosswalk with RRFB

One Stage Crossing

"One-stage" involves pedestrians crossing both directions of traffic without a place on the island to stop between.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

18

Image Rating Screen

Denberry Page 423 of 931

3

Roundabout Features

Rate your top items

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Two Stage Crossing

One Stage Crossing

Flashing Lights

Raised Crosswalk with RRFB

Flashing Lights

Rectangular Rapid Flashing Beacons (RRFB) are push-button activated and give drivers a flashing yellow indication and improve driver yielding. They are typically used for multilane roundabouts.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

19

Image Rating Screen

 Dewberry
Page 429 of 931

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

IMAGE RATING

Two Stage Crossing

One Stage Crossing

Flashing Lights

Raised Crosswalk with RRFB

Raised Crosswalk with RRFB

Raised crosswalks force all drivers to slow down and improve driver yielding. They may be paired with other treatments, especially at multilane roundabouts.
*RRFB: Rectangular Rapid Flashing Beacons



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

Pedestrian Treatments

Bike Treatments

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Shared Riding in Lane

Multiuse Path at Roundabout

Separated Pedestrian and Bicycle Crossings

Shared Riding in Lane

This option is always available to people riding bikes. Some roundabouts do not include multi-use paths, so riding in the lane is the only way to ride through the intersection.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

3

Roundabout Features

Rate your top items

Landscaping/Aesthetics

○○○○○

Pedestrian Treatments

○○○○○

Bike Treatments

○○○

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Shared Riding in Lane

○

Multiuse Path at Roundabout

○

Separated Pedestrian and Bicycle Crossings

○

Multiuse Path at Roundabout

Bicycle ramps allow people riding bikes to ramp up to a shared multi-use path and ride alongside people walking, separated from the travel lane.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

★ ★ ★ ★ ★

↓

22

Image Rating Screen

Denberry Page 432 of 931

3

Roundabout Features

Rate your top items

i

🗨

➡

IMAGE RATING

Landscaping/Aesthetics

○○○○○

Pedestrian Treatments

○○○○○

Bike Treatments

○○○

Click on each tab on the side. Once you rate each image, press the arrow at the bottom right.

Shared Riding in Lane

○

Multiuse Path at Roundabout

○

Separated Pedestrian and Bicycle Crossings

○

Separated Pedestrian and Bicycle Crossings

Separated paths and bike lanes allow people riding bikes to ride separated from the travel lane and from people walking.



Please rate this image from 1 star (least preferred) to 5 stars (most preferred)

★ ★ ★ ★ ★

➡

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

»

PRIORITIES

.....

↑ Order your top 3 items above this line ↑

Aesthetic Improvement

Safety Improvement

Reduced Traffic

Bicycle Comfort

Prioritizing Social

Walking Comfort

Future Roundabout Implemen...

×

This screen lists different qualities for you to prioritize with future roundabout implementation.

Please drag items above the line in your preferred order.

✓

Walking Comfort



cross one direction
ch roundabout
approach, simplifying crossing compared
to other intersection types. Slow speeds at
roundabout crossings improve driver-
yielding behavior.

24

Priorities Screen

 Dewberry
Page 434 of 931

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

PRIOITIES

.....

↑ Order your top 3 items above this line ↑

Aesthetic Improvements

Safety Improvements

Reduced Traffic Delay

Bicycle Comfort

Prioritizing Social Equity

Walking Comfort

Aesthetic Improvements



Roundabouts can reinforce a change of context, promote speed reduction, and provide a connection to the community through landscaping or art.

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

i

💬

»

PRIORITIES

.....

↑ Order your top 3 items above this line ↑

Aesthetic Improvements

Safety Improvements

Reduced Traffic Delay

Bicycle Comfort

Prioritizing Social Equity

Walking Comfort

Safety Improvements



Roundabouts eliminate t-bone and head-on crashes because of the nature of the design. This results in a 78-82% reduction in crashes.

💬

26

Priorities Screen

 Dewberry
Page 436 of 931

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

PRIOITIES

.....

↑ Order your top 3 items above this line ↑

Aesthetic Improvements

Safety Improvements

Reduced Traffic Delay

Bicycle Comfort

Prioritizing Social Equity

Walking Comfort

Reduced Traffic Delay



A roundabout uses yield signs rather than stop signs or stop lights, allowing for traffic to slow down, yet keep moving along at a steady pace.

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

PRIORITIES

.....

↑ Order your top 3 items above this line ↑

Aesthetic Improvements

Safety Improvements

Reduced Traffic Delay

Bicycle Comfort

Prioritizing Social Equity

Walking Comfort

Bicycle Comfort



Low speeds improve bicycling comfort at roundabouts with appropriate design facilities (e.g., multi-use paths or separated bicycle lanes), and roundabouts can make comfortable biking connections.

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

PRIOITIES

.....

↑ Order your top 3 items above this line ↑

Aesthetic Improvements

Safety Improvements

Reduced Traffic Delay

Bicycle Comfort

Prioritizing Social Equity

Walking Comfort

Prioritizing Social Equity



When deciding where to install roundabouts, the City should focus on underserved communities.

4

Future Roundabout Implementation

Please pick your top 3 qualities that you think are the most important.

PRIORITIES

Order your top 3 items above this line

Aesthetic Improvements

Safety Improvements

Reduced Traffic Delay

Bicycle Comfort

Prioritizing Social Equity

Walking Comfort

Walking Comfort



Pedestrians typically cross one direction of traffic at a time at each roundabout approach, simplifying crossing compared to other intersection types. Slow speeds at roundabout crossings improve driver-yielding behavior.

5

WRAP UP

Final Thoughts...

Please share a bit about your mode of transportation.

How do you typically travel around Rancho Cordova?

> Private Vehicle

Always Frequently Sometimes Never

> Walk

Always Frequently So

> Bike

Always Frequently So

> Riding Transit

Always Frequently So

> Rideshare (Uber / Lyft etc.)

Always Frequently So

> What neighborhood do you live in?

Type... 0/50

> Provide your email if you'd like to stay informed

Type... 0/50

Thank You!

Thank you for taking the time to complete this survey.



Rancho Cordova Website

with others and help us
everyone involved!



When you have answered the questions, please click Finish:

Finish

Final Thoughts...

We'd like to know more about you.

Thank you for your input so far!

Please tell us how you typically travel around Rancho Cordova. Your information will be kept private.

5

Final Thoughts...

Please share a bit about your mode of transportation.

WRAP UP

How do you typically travel around Rancho Cordova?

> Private Vehicle

Always Frequently Sometimes Never

> Walk

Always Frequently Sometimes Never

> Bike

Always Frequently Sometimes Never

> Riding Transit

Always Frequently Sometimes Never

> Rideshare (Uber / Lyft etc.)

Always Frequently Sometimes Never

> What neighborhood do you live in?

Type... 0/50

> Provide your email if you'd like to stay informed

0/50

Thank You!

Thank you for taking the time to complete this survey.





Please share this with others and help us get everyone involved!



When you have answered the questions, please click Finish:



Final Thoughts...
Please share a bit about your mode of transportation.

WRAP UP

How do you typically travel around Rancho Cordova?

> Private Vehicle

Always Frequently Sometimes Never

> Walk

Always Frequently So

> Bike

Always Frequently So

> Riding Transit

Always Frequently So

> Rideshare (Uber / Lyft etc.)

Always Frequently Sometimes Never

> What neighborhood do you live in?

Type... 0/50

> Provide your email if you'd like to stay informed

Type... 0/50

Thank You!

Thank you for taking the time to complete this survey.



[Rancho Cordova Website](#)

with others and help us
everyone involved!



When you have answered the questions, please click Finish:

Finish ✓

Thanks for participating!

You can now close this browser.





Appendix B: Screening Memo



Technical Memorandum

January 17, 2023

Project# 27668

To: Kristine Courdy, PE
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

From: Kittelson & Associates, Inc.

CC: Edgar Medina, PE; Drew Hart

RE: Roundabout Study – Final Existing Conditions and Screening Process Memo

INTRODUCTION AND PURPOSE

Kittelson & Associates, Inc. (Kittelson) is helping the City of Rancho Cordova (City) develop a Citywide Roundabout Feasibility Study and Implementation Plan. The plan will identify top locations for roundabout projects, including concepts for those locations and guidance for roundabout planning and implementation moving forward.

Top locations will be identified with a priority and feasibility screening. The screening will use data that describe existing conditions and planning priorities for the City.

This memo documents the data and planning information assembled to describe existing transportation, land use, and demographic information in the City. Each data source is described and visually presented in a map. Following the description of existing conditions data, this memo proposes a priority and feasibility screening methodology that will allow the City to transparently describe a roundabout prioritization process. As a next step, Kittelson and the City will test the proposed screening scenarios to identify top locations for roundabouts.

The memo is organized as follows:

- Existing Conditions Data
- Proposed Screening Methodology
- Next Steps

EXISTING CONDITIONS DATA

This section documents the data available for potential use in a citywide roundabout priority and feasibility screening process. The available data include:

■ **Transportation data**

- Roadway functional classification
- Posted speed limits
- Lane numbers
- Intersection control type
- Existing and proposed bikeway classification
- Truck routes
- Transit lines and stops
- Existing and projected traffic volumes
- Crash history

■ **Land use data**

- Planning areas
- Land use opportunities and constraints

■ **Demographic, Socioeconomic, and Environmental Data**

- Social equity indicators
- Hazard risk

Transportation data

This section documents assembled data that describe existing and proposed transportation conditions in the City. The transportation data are displayed in a series of maps starting on page 7.

Roadway Functional Classification

City-provided data include the following roadway functional classification designations: state highway, arterial, collector, and local. The City data also included the location of proposed future roads, shown in the figure.

Because the screening will analyze and identify intersections, Kittelson has classified intersections by their intersecting roadway functional classes, including the highest order classification each intersection serves (e.g., if an intersection connects a local and arterial roadway, the arterial roadway would be identified as the highest-order functional classification). The following roadways were changed from local to collector classification (so that they could be included in the screening) at the direction of the City.

- Georgetown Drive
- Anatolia Drive
- Cobble Brook Drive
- Dawes Street
- Country Garden Drive
- Laurelhurst Drive
- Rockingham Drive
- Peter A McCuen Boulevard

Posted Speed Limits

City-provided data include posted speed limits.

Roundabouts are a proven safety treatment that force slow driving speeds (typically entry speeds no higher than 30 miles per hour and circulating/exiting speeds ranging from 15 to 25 miles per hour). Roundabouts built on higher-speed roadways (45 miles per hour or higher) may require some additional traffic calming measures in advance of the intersection or design features to promote slow speeds on approach. The desirable maximum entry design speed for a roundabout is dependent upon the roadway operational context, which may impact the roundabout design. At a high level, NCHRP Report 672 Exhibit 1-9 recommends desirable entry speeds for different roundabout types.

- Mini Roundabout (1 lane): 15 - 20 mph
- Single-Lane Roundabout (1 lane): 20 – 25 mph
- Multilane roundabout (2+ lanes): 25 – 30 mph

Roundabouts have successfully been built in higher speed environments with additional speed-reduction elements (e.g., extending splitter islands on the approaching roadway).

Lane Numbers

City-provided data include information on the total number of through lanes for each roadway (which does not include turn lanes at intersections).

Existing roadway lane numbers do not necessarily indicate how many lanes a roundabout would require but do provide an indication of existing curb-to-curb and right-of-way space and the relative amount of traffic a road may carry (streets with more lanes typically carry more traffic)¹. In the absence of traffic volume data at any location, the number of lanes on a roadway is a starting point for an assumption about whether a single- or multilane roundabout would provide adequate capacity. The City and Kittelson have agreed that a feasibility screening will screen out six-lane roadways (total through lane number) from further consideration. Ultimately, traffic volumes are necessary to plan roundabout lane number and sizing.

Intersection Control Type

City-provided data include intersection locations and control type. The control type data include the following values: 1 way stop, 2 way stop, 3 way stop, 4 way stop, traffic signal, or uncontrolled. Existing traffic control data provide helpful context.

Existing and Proposed Bikeways by Classification

Kittelson obtained existing and proposed citywide bikeway network data as identified in the Bicycle Master Plan.²

These data indicate the City's priorities for people biking; existing and proposed bikeways will determine how people biking are to be served at the intersection for any roundabout project (e.g., shared or separated dedicated lane on approach or exit). A separated, dedicated lane will typically require more space at the intersection, so the desired bikeway type helps to determine planning-level size estimates.

Truck Routes

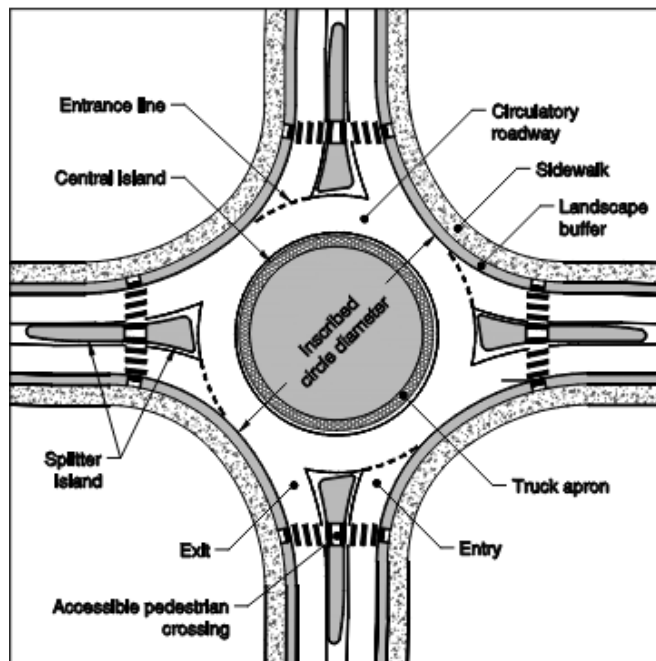
The City provided data on the federal and local truck routes, as well as other roadways along which trucks frequently travel to serve commercial businesses. More detailed information will become available with the City's ongoing freight study.

Truck volume and size is a key design input for roundabouts. Large trucks and buses typically dictate a roundabout's dimensions: if either vehicle frequently uses the intersection, the roundabout will need to be larger than it otherwise would be. At any location, the largest vehicle frequently using the intersection, or the **design vehicle**, should be able to make all movements in-lane without striking curbs or crossing outside its travel lane. Less frequent larger vehicles can be accommodated through the design (e.g., with use of a truck apron for the rear wheels of a larger truck (see Exhibit 1).

¹ Many City roadways are built to accommodate anticipated future (2040) volumes, further reinforcing that lane numbers are a rough proxy for traffic volume data.

² Available at <https://www.cityofranchocordova.org/home/showpublisheddocument/11416/635996042085130000> (as of July 27, 2022)

Exhibit 1: Basic Geometric Elements of a Roundabout



Source: Reproduced from NCHRP Report 672

Transit Lines and Stops

Kittelson obtained transit routes and stop locations within the City from the Sacramento Regional Transit (SacRT) website. Transit stop location is helpful in the design of a roundabout but would typically not affect its feasibility.

Existing and Projected Traffic Volumes

Existing approach roadway traffic volumes will help identify at a planning level whether a single-lane roundabout would suffice or whether some portions of a roundabout would need multiple lanes. Future projected traffic volumes will allow the project team to test the resilience of roundabout sizing decisions against projected future growth.

Two sources of traffic volume data were available to the project team:

- **Existing and future model volumes from SACSIM.** SACSIM is the Sacramento Area Council of Governments (SACOG) activity based model that represents the Sacramento County area and provides existing and future calibrated hourly and daily volumes.
- **City Fee Study projected future (2055) volumes.** The City has prepared future volumes for its recent traffic impact fee study.

For this screening Kittelson recommends used existing (2016) SacSIM volumes to screen locations that could not feasibly be served by single or multilane roundabouts. Because future volumes in Rancho Cordova show anticipated growth, a feasibility assessment would only rule out locations that would be over capacity with existing volumes and would therefore continue to exceed capacity into the future.

Crash History

Reported crash history for the City for 2017-2021 was obtained from the online Statewide Integrated Traffic Reporting System (SWITRS) database maintained by California Highway Patrol and the Transportation Injury Mapping System (TIMS) maintained by SafeTREC at the University of California, Berkeley. The crash datasets were combined into a single geocoded dataset. The dataset was then filtered to include intersection-related crashes on local roadways (i.e., not state highways).³

The crash dataset was then used to develop crash severity scores. Severity scores are calculated based on Caltrans estimated costs of crash outcomes and are normalized to be expressed in terms of equivalent property damage only collisions (PDOs).⁴ The relative severity values are as follows:

- Fatal/severe injury collisions are 119.9 equivalent PDOs at signalized intersections and 190.8 at unsignalized intersections.
- Moderate injuries are 10.7.
- Minor injuries are 6.1.

For example, a signalized intersection with an annualized crash severity score of 48, for example, would represent the equivalent of 48 PDO collisions per year, two fatal/severe injury collisions over 5 years ($119.9 \times 2/5 = 48$), or some combination of severity levels resulting in the same score.

Figure 9 on page 15 shows the crash severity scores at each intersection.

Because roundabouts are a proven safety treatment and have been demonstrated to drastically reduce fatal and injury crashes, the screening can prioritize locations with a high severity score that would see a substantial safety benefit from a roundabout project.

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³ Intersection-related crashes are those recorded as occurring within 250 feet of an intersection. This distance is a typical value used to consider the influence area of the intersection and is the definition used by Caltrans.

⁴ Caltrans Local Road Safety Manual (April 2022).

Figure 1: Roadway Functional Classification

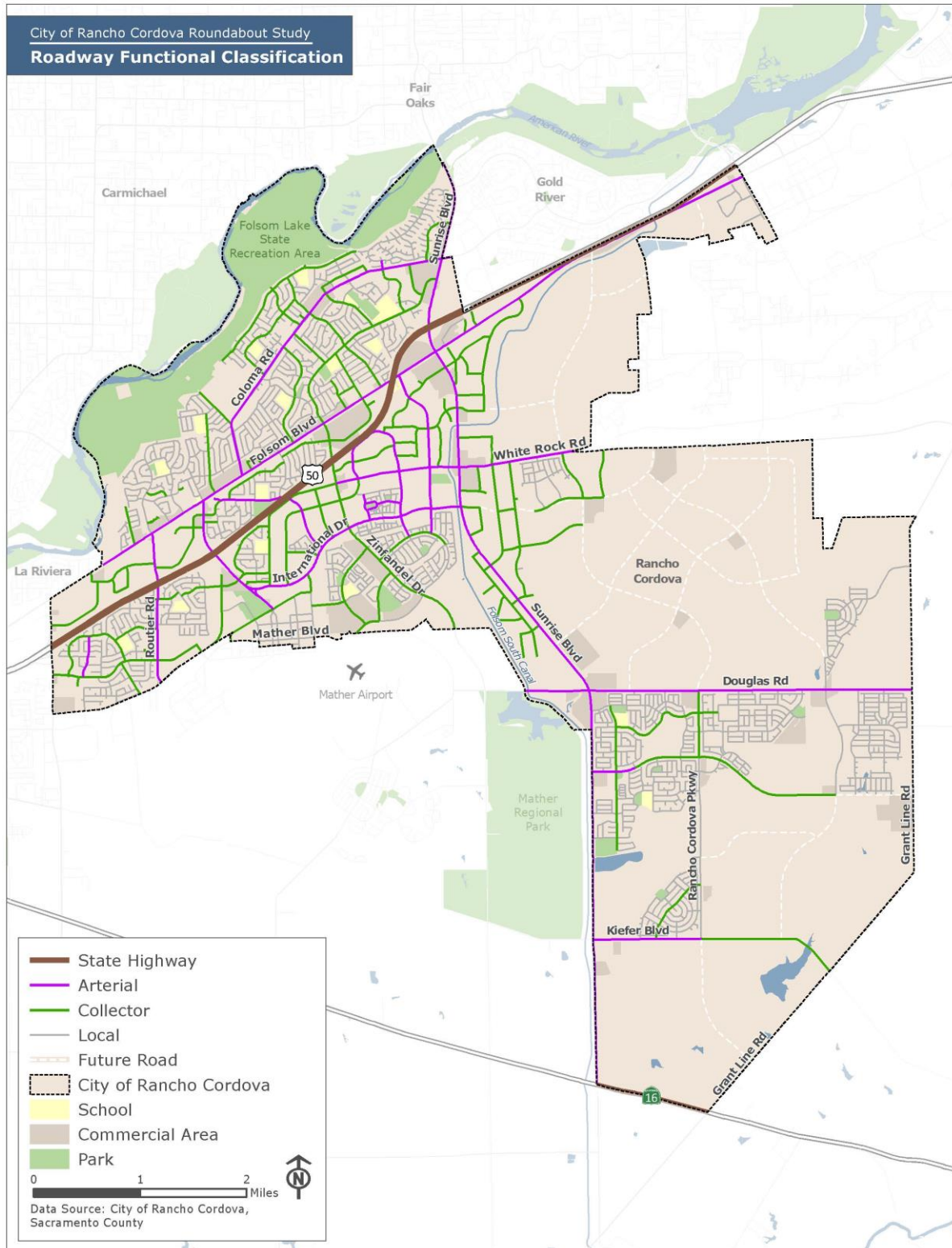


Figure 2. Posted Speed Limits

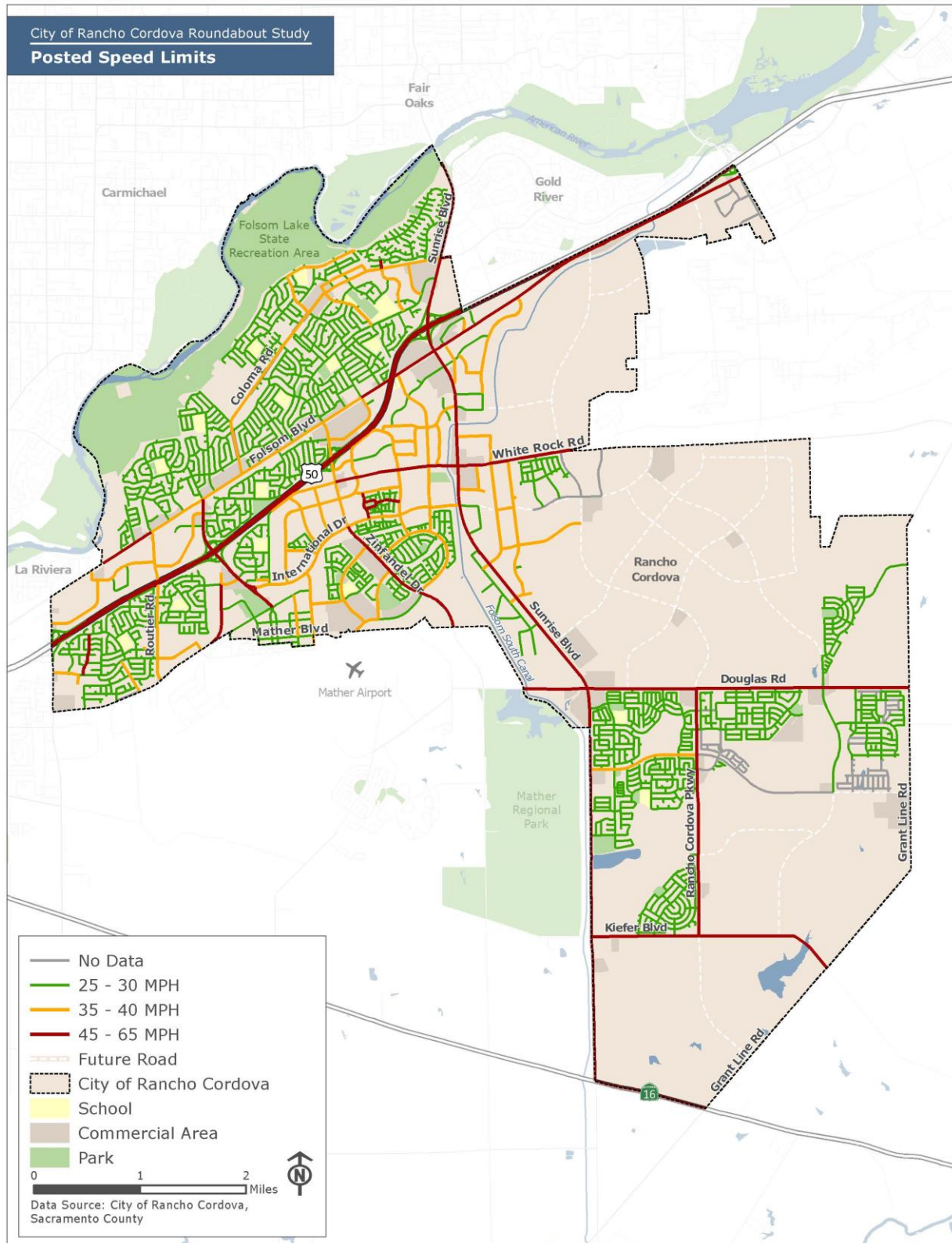


Figure 3. Number of Lanes

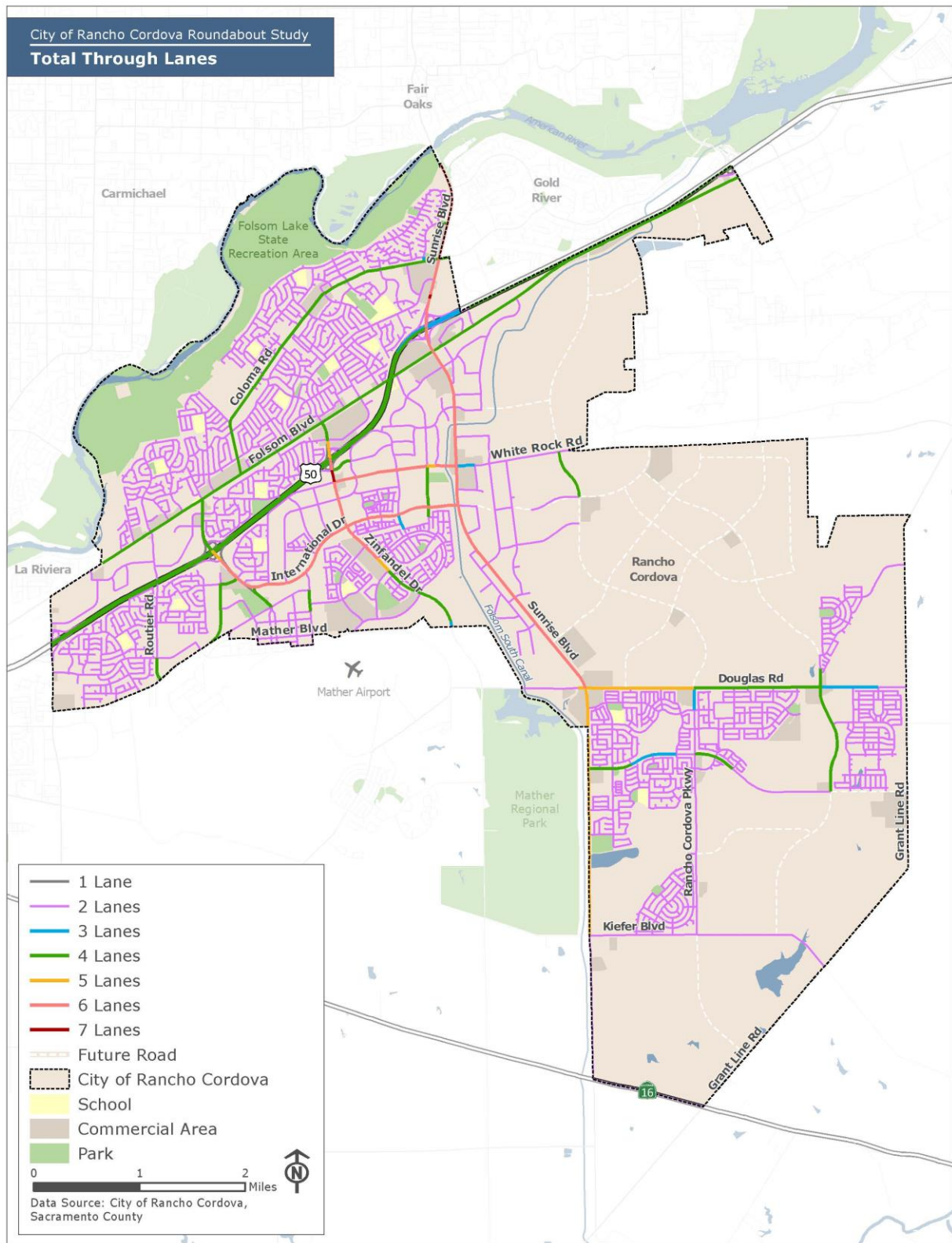


Figure 4. Intersection Control Type

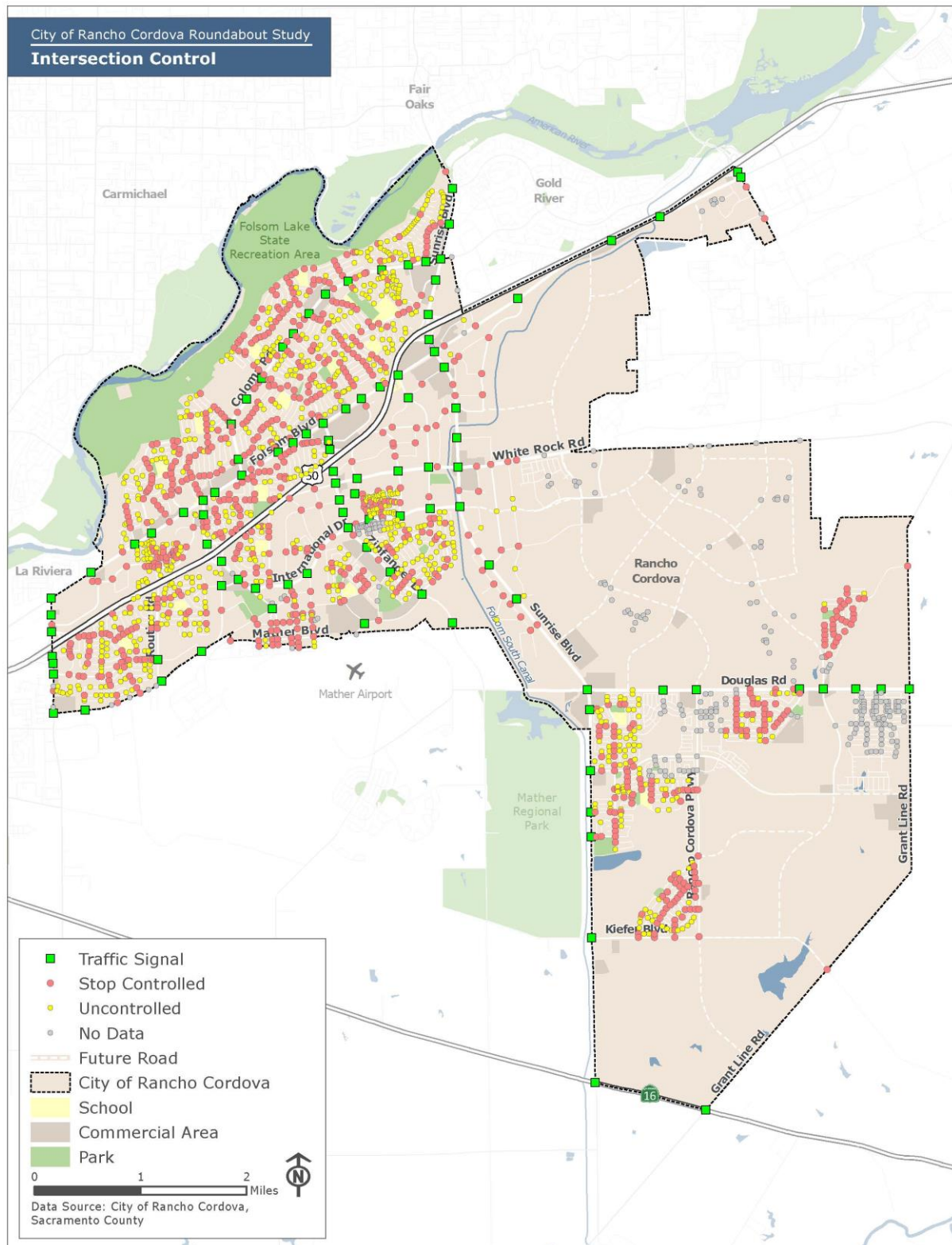


Figure 5. Existing and Proposed Bikeways

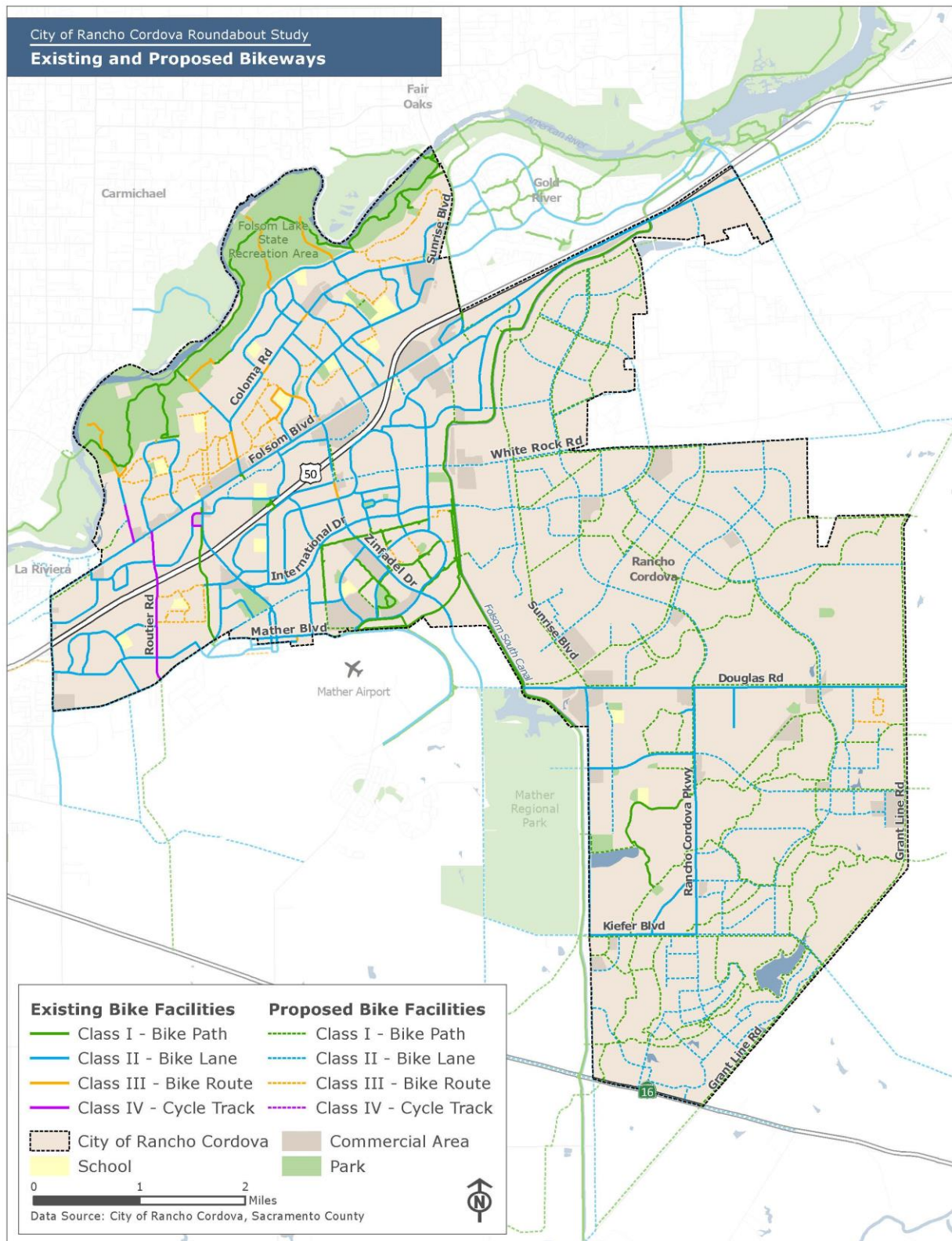


Figure 6. Truck Routes

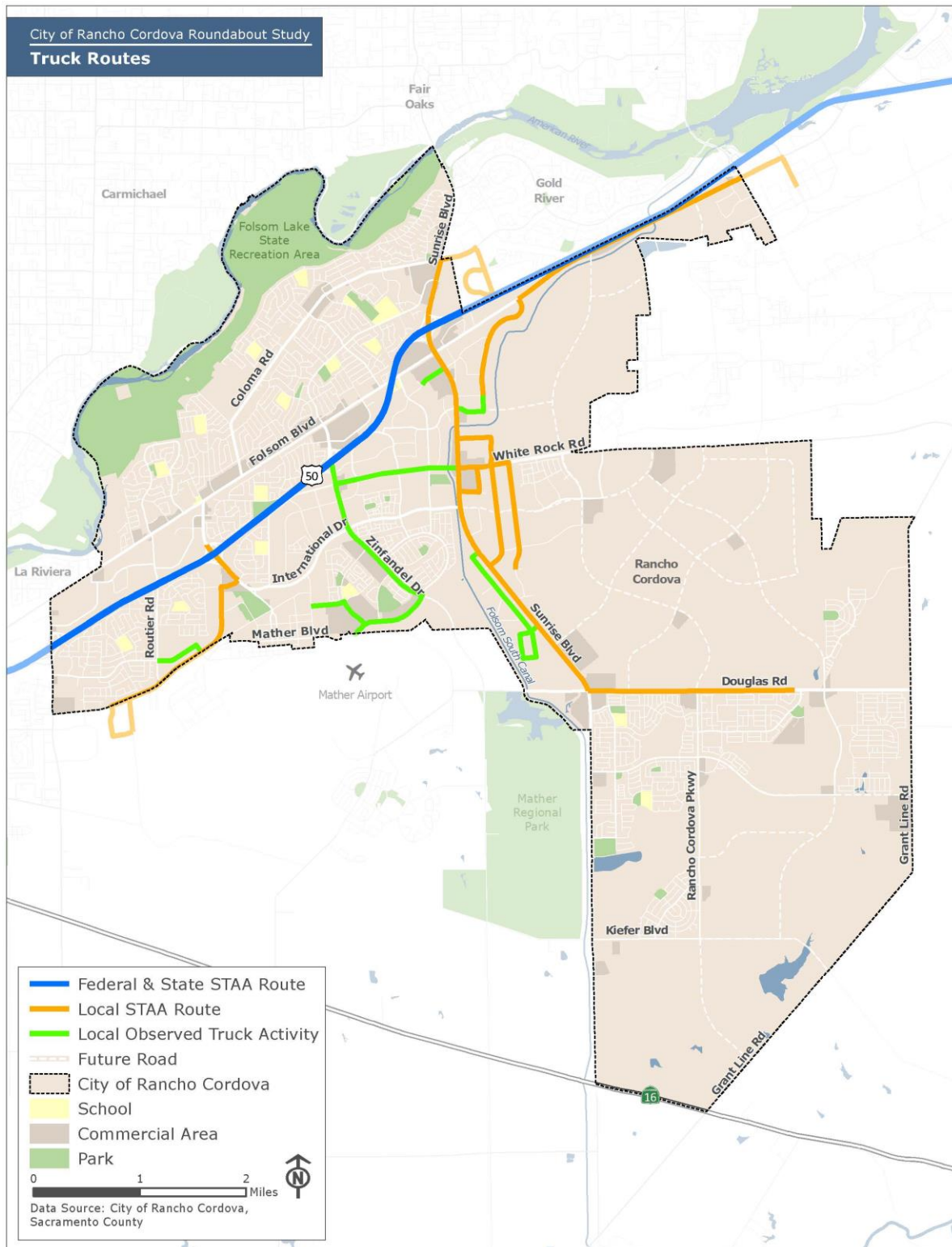


Figure 7. Transit Lines & Stops

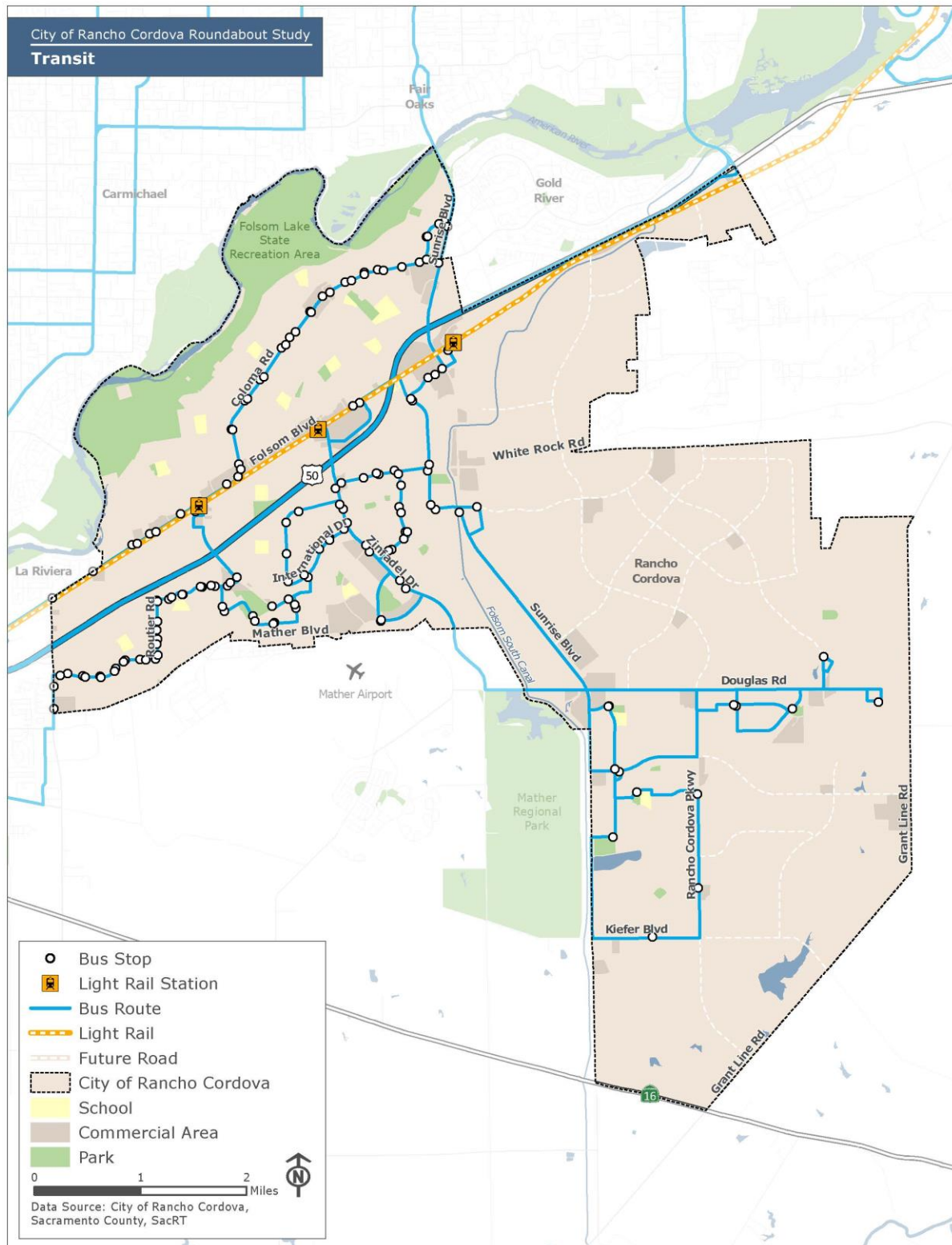


Figure 8 Intersection Volumes

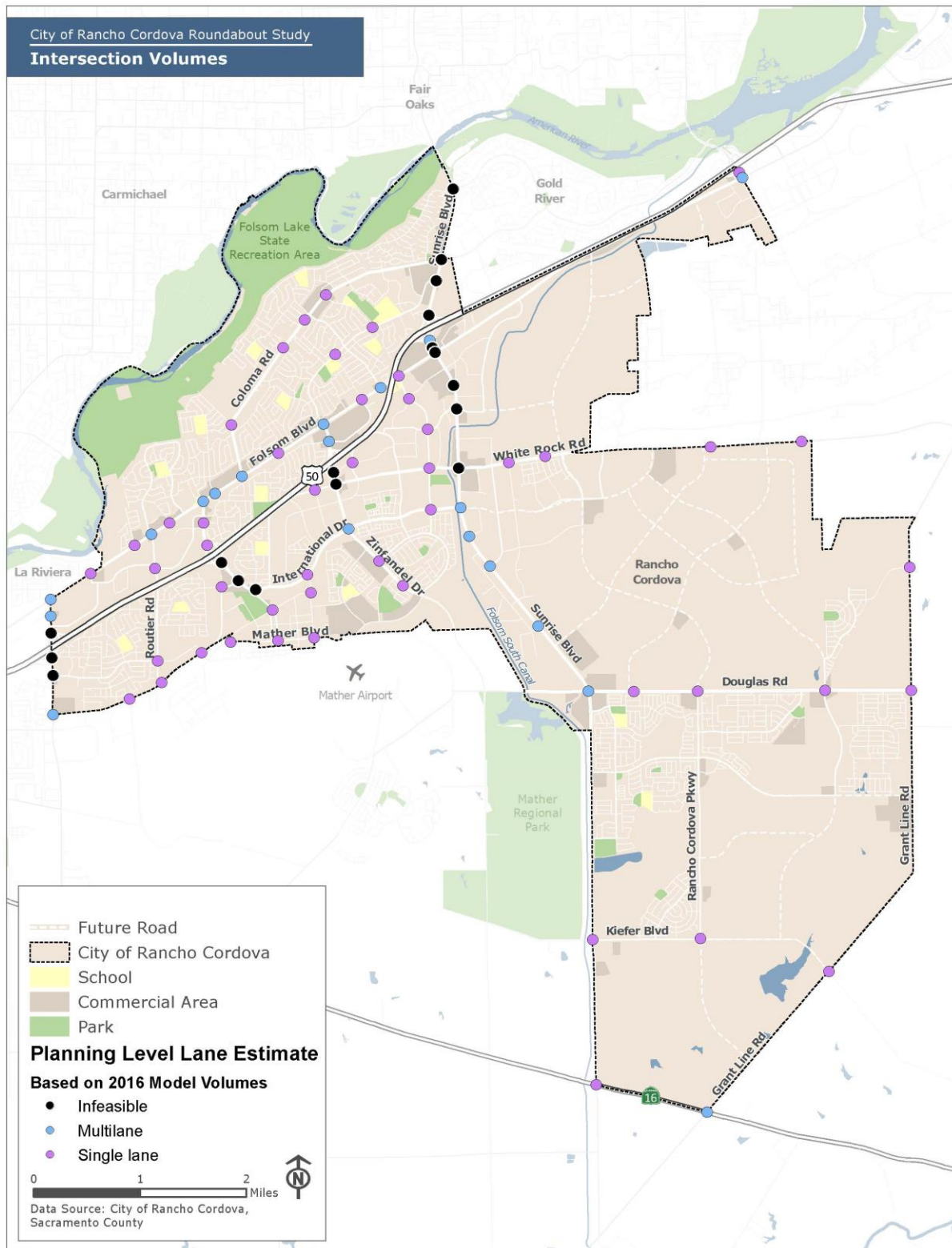
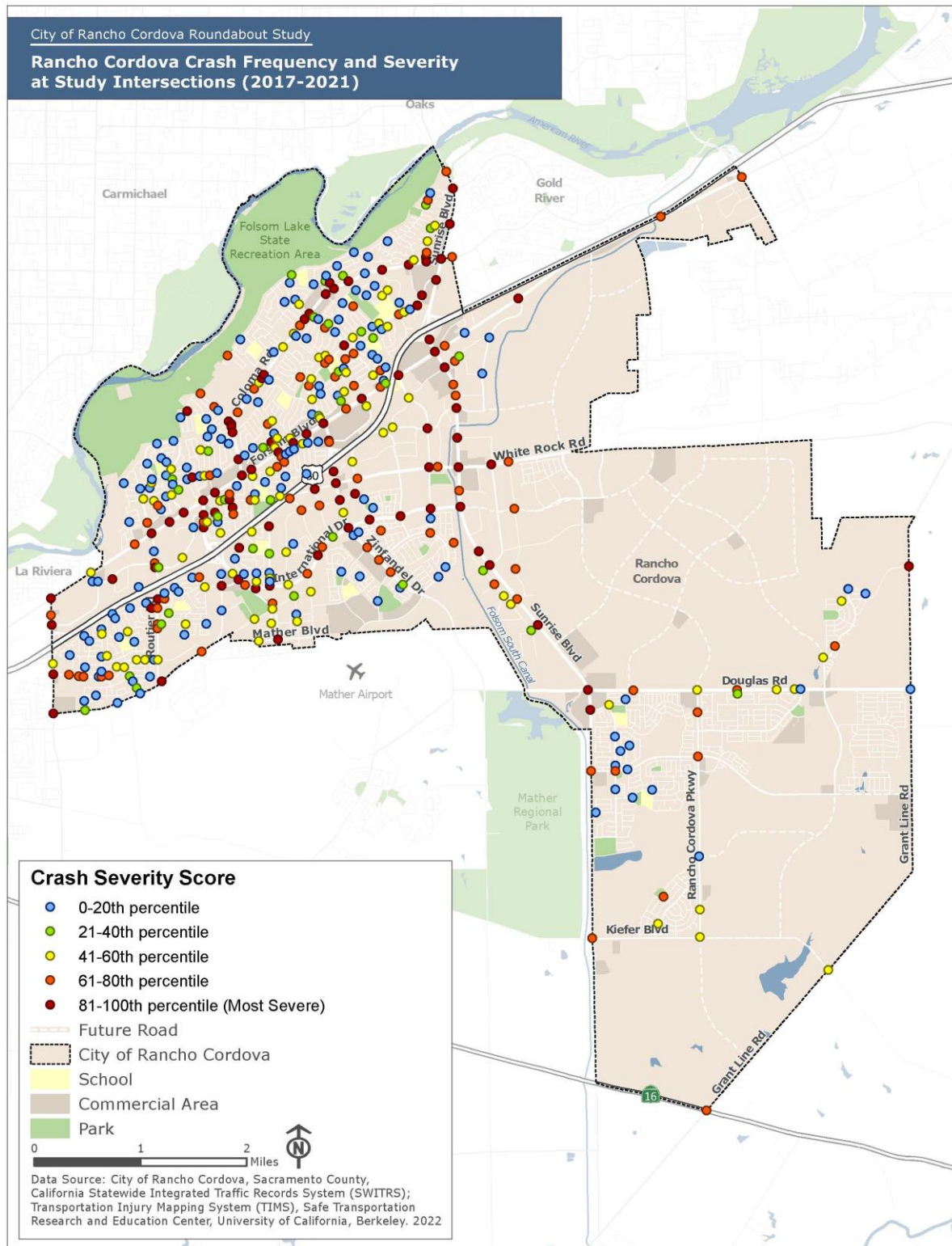


Figure 9. Crash Frequency and Severity (2017-2021)



Land Use Data

This section includes the data that describe existing and proposed land use in the City.

Planning Areas

The City's website provides the spatial boundaries of Special Planning areas, which allow for creative implementation of the City's General Plan. Special Planning Areas may have unique standards to achieve certain planning outcomes. However, planning Areas would not be a part of the screening. Their location and relation to potential roundabout sites will be retained for future City decision making.

Land Use Opportunities and Constraints

Kittelson obtained parcel-level data identifying existing land use categories. These data indicate potential opportunities (e.g., vacant parcels or city-owned parcels where right-of-way impacts may be accommodated) and "fatal flaw" right-of-way impacts (e.g., sensitive land uses on the corner of an intersection). Figure 11 on page 18 shows the following land uses as opportunities:

- Vacant parcels, where a project with a right-of-way impact may be feasible).
- Parcels identified as flood plains, where a roundabout project may provide an increase in pervious area or may include rain garden features to help guard against flooding.

Conversely, the figure shows the following as constraints, where a project with right-of-way impacts would likely be infeasible:

- Cemeteries
- Utilities
- Drainage ditches
- Levees
- Adjacent rail tracks

Figure 10: Planning Areas

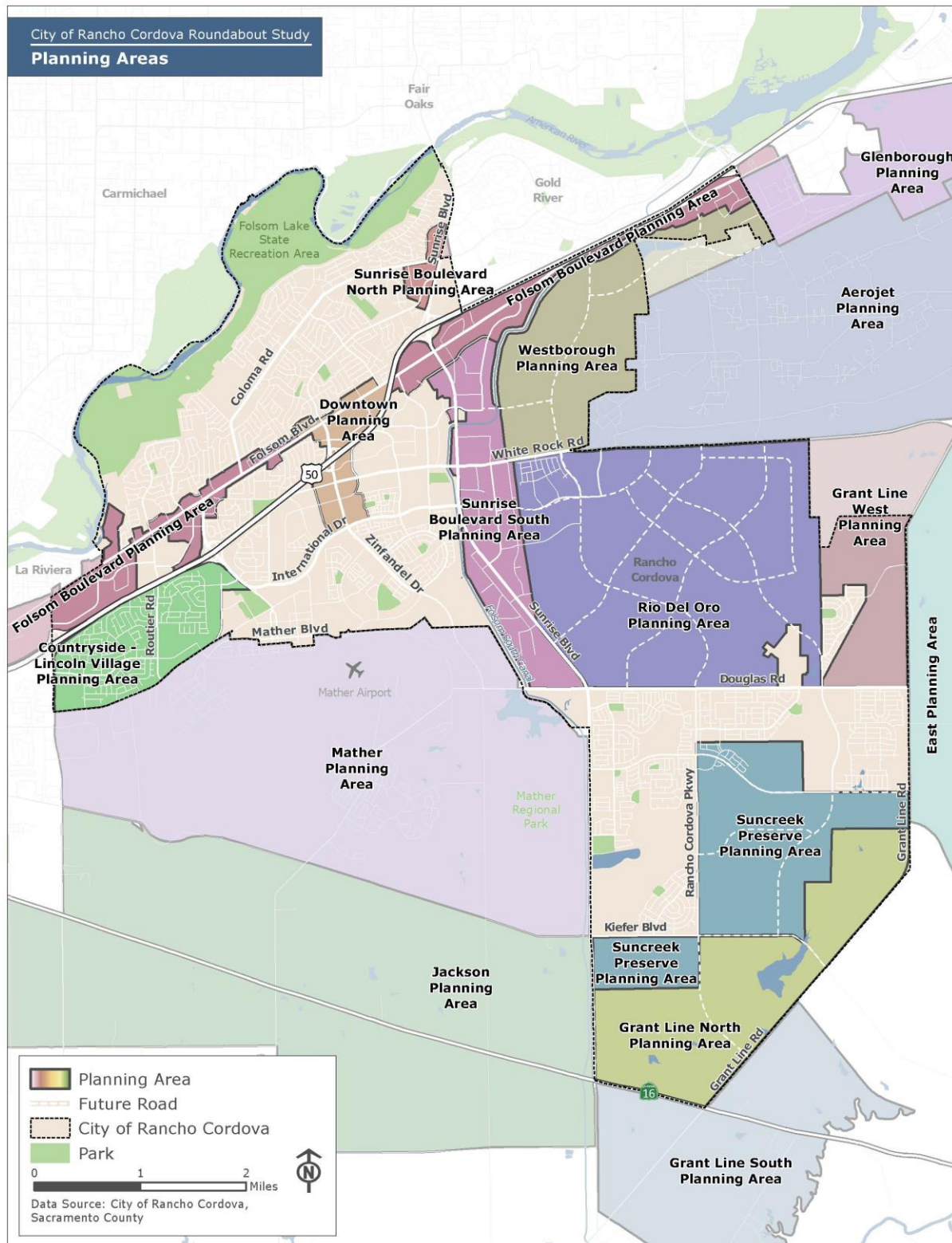
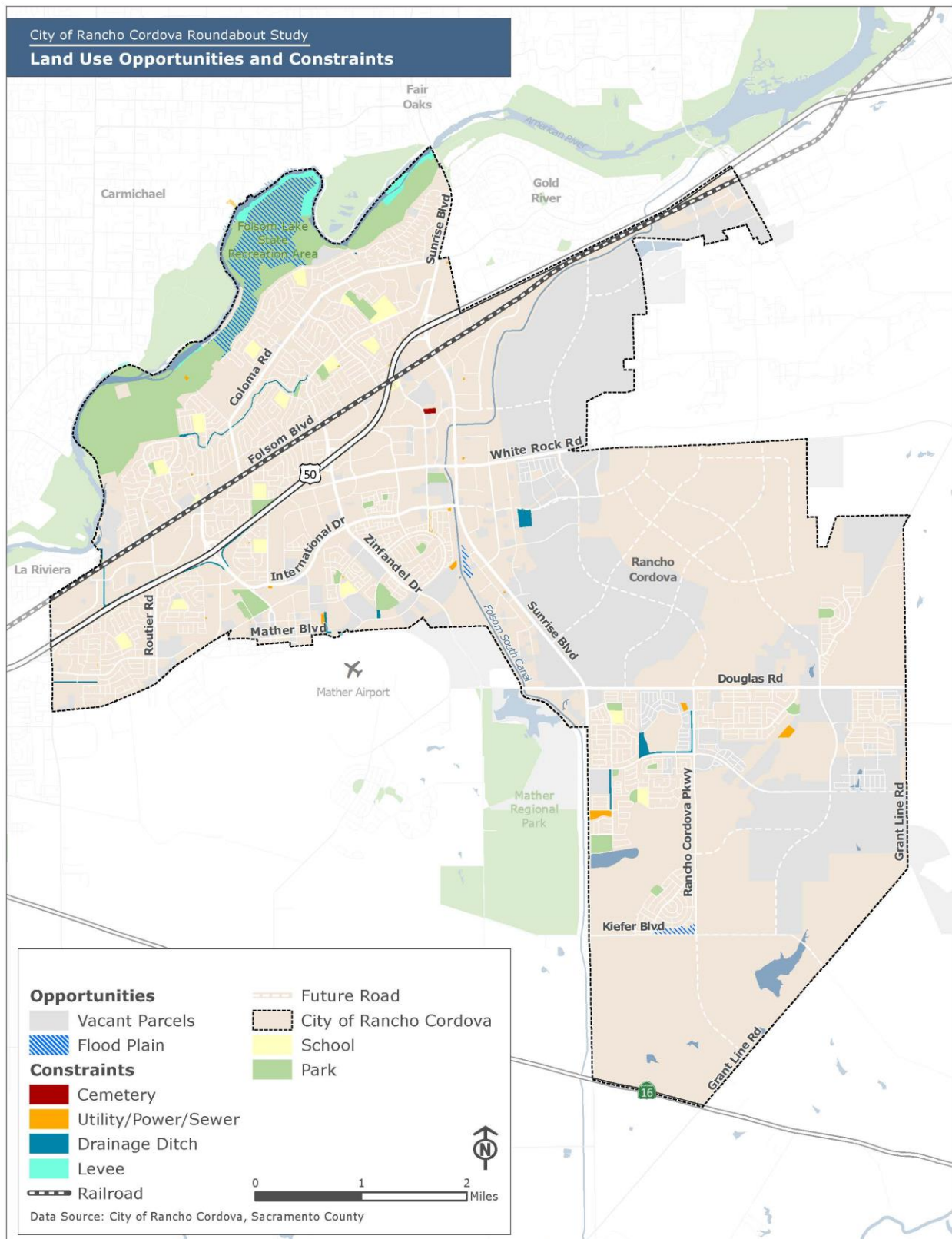


Figure 11. Land Use Opportunities & Constraints



Demographic, Socioeconomic, and Environmental Data

Social Equity Indicators

A number of social equity indicators are available at the national, state, and regional level to characterize population characteristics and environmental conditions. The following social equity indicators compiled were obtained or compiled:

- USDOT Historically Disadvantaged Communities (Figure 12)
- USDOT Areas of Persistent Poverty (Figure 13)
- CalEnviroScreen 4.0 (Figure 14)
- Healthy Places Index (Figure 15)
- SACOG Disadvantaged Communities and Communities of Concern (Figure 16)
- TDP index, calculated from US Census ACS data (Figure 17)

In addition to several national, federal, and regional social equity focused indicators which provide data at the Census tract level, Kittelson has supplemented with ACS data to incorporate a number of demographic and socioeconomic factors at the more granular Census block group level to identify populations with overlapping determinants of economic disadvantage.

Table 1 summarizes the social equity datasets Kittelson has compiled. Several of these indicators have historically been included as social equity criteria in grant programs such as the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and the state Sustainable Communities Planning Grant programs.

Table 1. Social Equity Indicators

Social Equity Indicator	Associated Governmental Level	Granularity	Inputs	Application
Areas of Persistent Poverty	Federal (USDOT)	Census tract (2010)	■ Poverty	■ Y/N
Historically Disadvantaged Communities	Federal (USDOT)	Census tract (2010)	■ Transportation Access ■ Health ■ Environmental ■ Economic ■ Resilience ■ Social ■	■ Y/N
CalEnviroScreen 4.0	State	Census tract (2010)	■ Pollution burden ■ Environmental quality, ■ Socioeconomic ■ Public health conditions	■ Percentile scores
Healthy Places Index 3.0²	State	Census tract (2010)	■ Economic ■ Education ■ Social ■ Transportation ■ Healthcare Access ■ Housing ■ Clean Environment	■ Percentile scores
SACOG Disadvantaged Communities	Regional	Census block groups (2010)	■ Minority ■ Low-income ■ "other" vulnerable communities -- measures such as individuals over age 75, linguistically isolated households, and concentrations of households with at least one person with a disability.	■ Y/N
Transportation Disadvantaged Populations Index	Custom (Kittelson & Associates)	Census block (2020)	■ Demographic factors (race/ethnicity, poverty status, English proficiency, vehicle access, age, disability, single-parent families)	■ Percentile scores

¹ A census tract is considered historically disadvantaged by USDOT if it meets 4 or more of the social equity indicators. More information on this dataset can be found at <https://www.transportation.gov/equity-Justice40>

² More information on the HPI methodology can be found at: <https://www.healthyplacesindex.org/learning-center#first-time>

The City can use this data to be intentional in the prioritization of legacy and disadvantaged communities for improvement. Kittelson has associated the socialequity scores with each intersection so that any of them may be used in the screening or recalled in the future for reference or reprioritization (for example, when grant opportunities arise and reference a certain indicator).

Figure 12 Historically Disadvantaged Communities

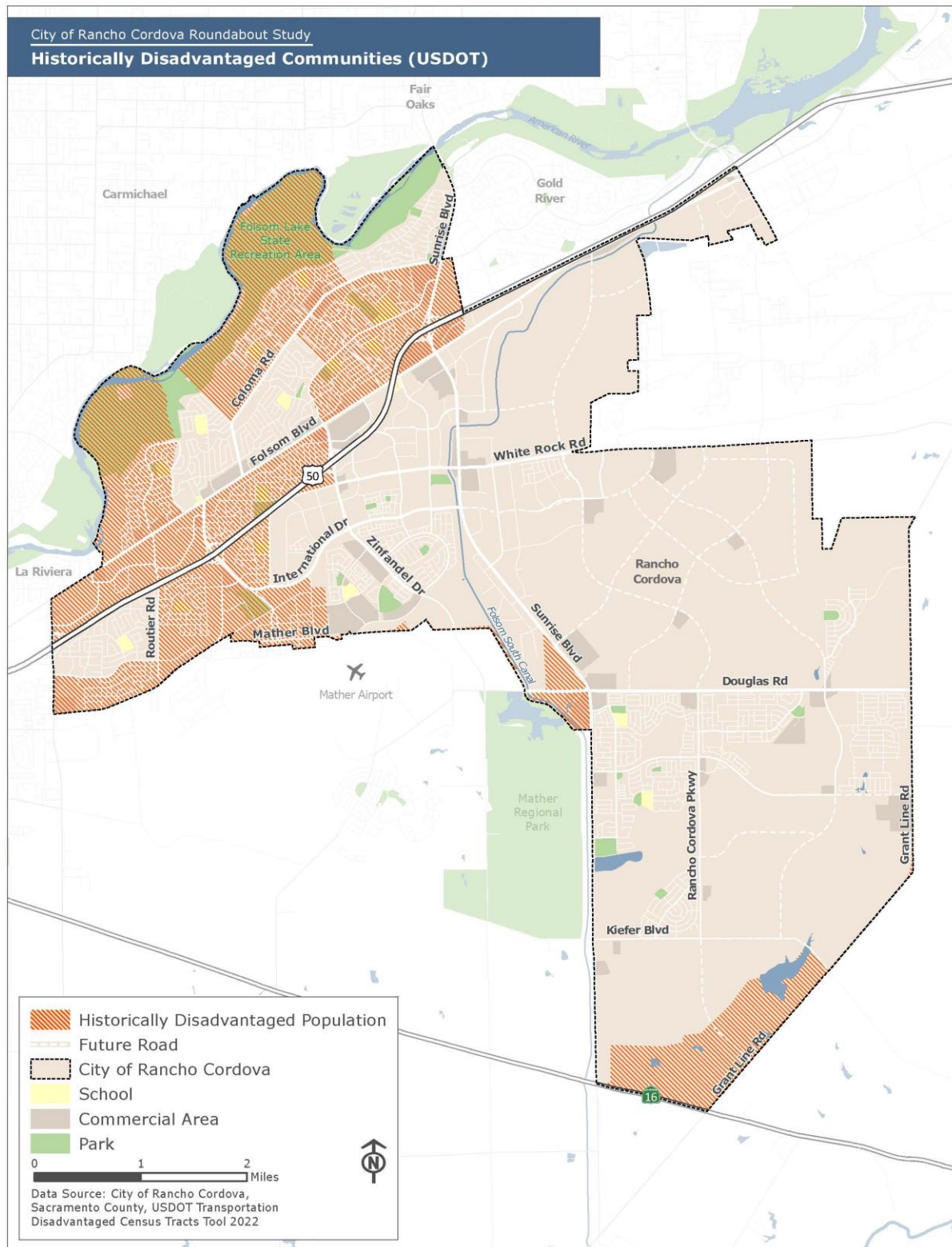


Figure 13. Areas of Persistent Poverty

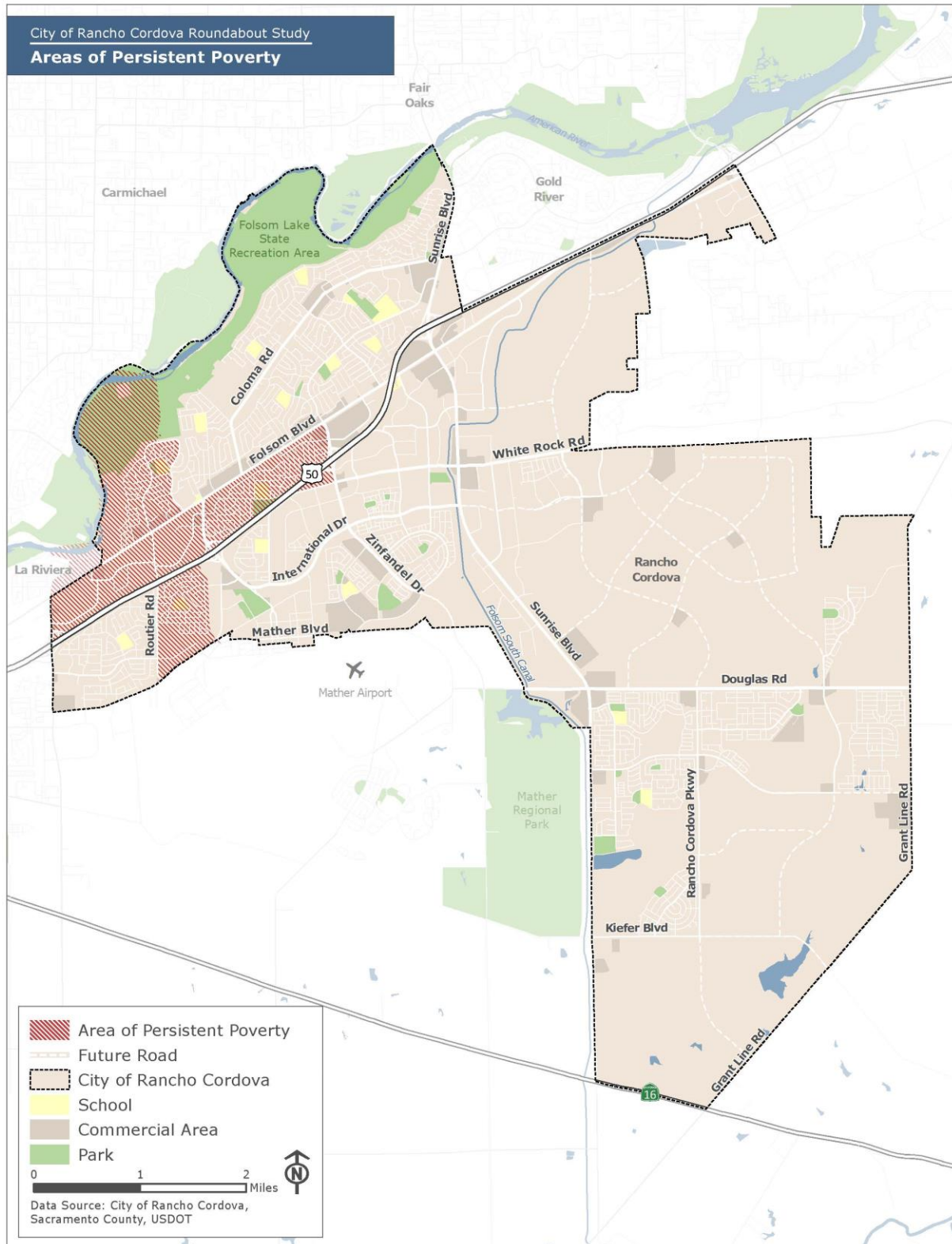


Figure 14. CalEnviroScreen 4.0

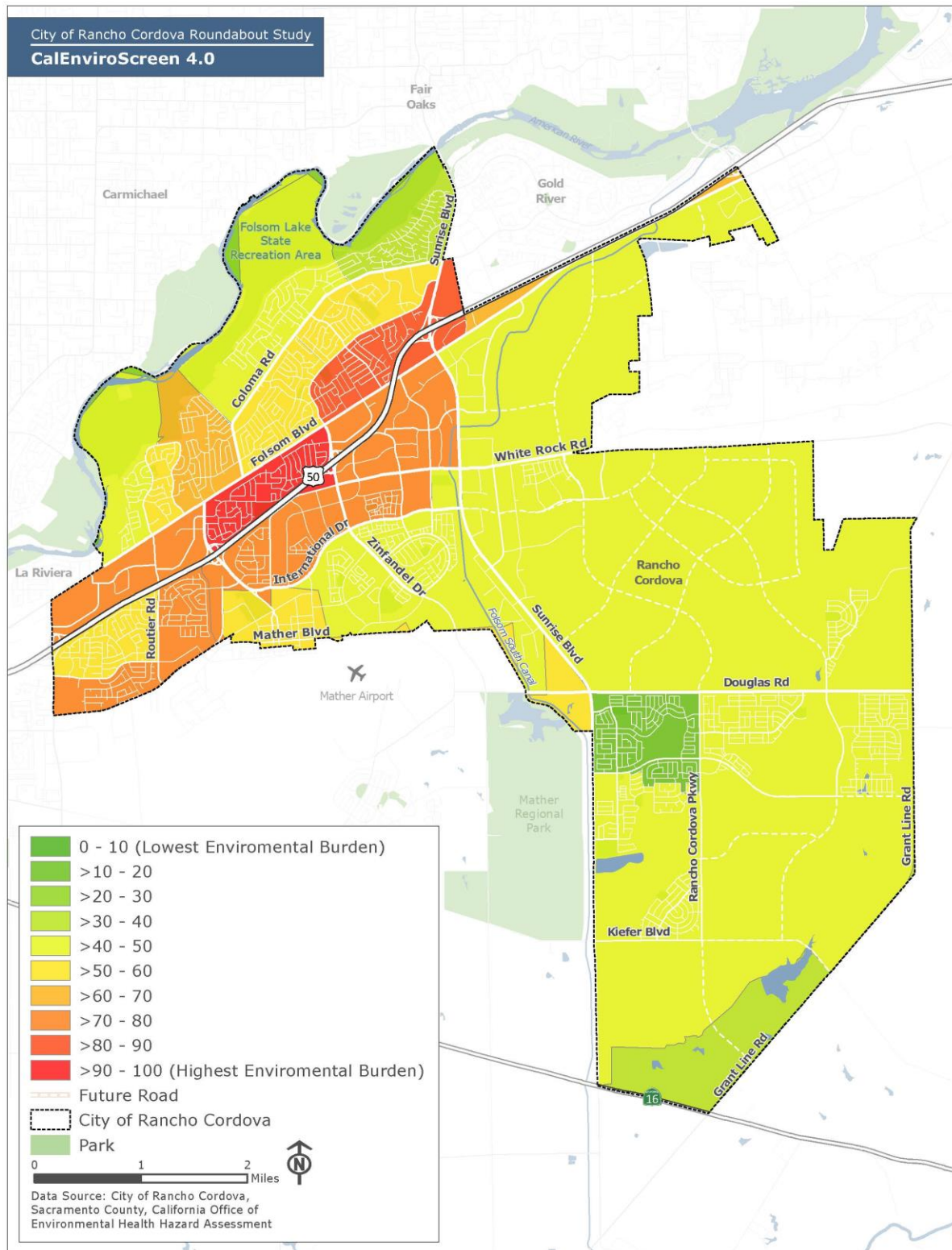


Figure 15. Healthy Places Index

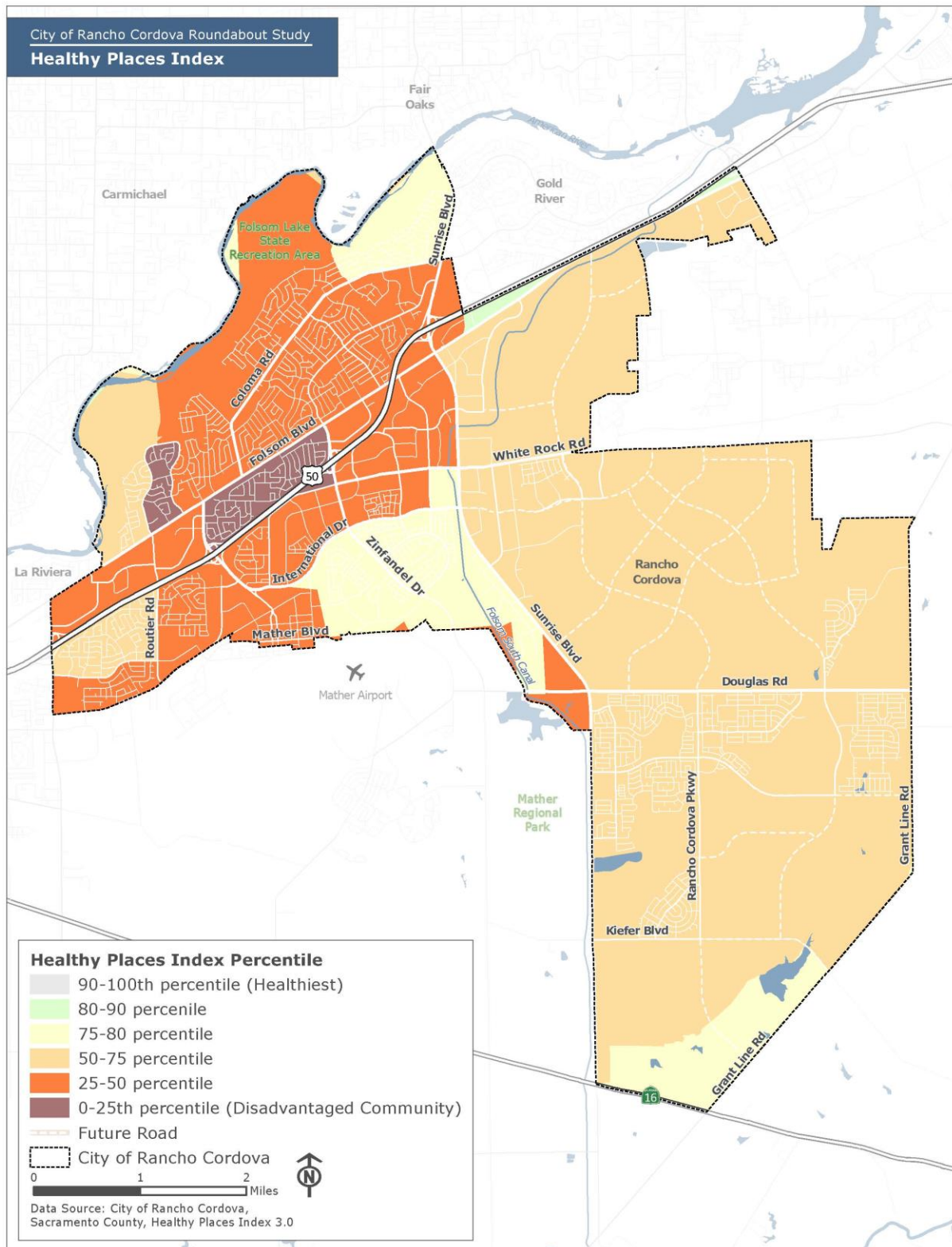


Figure 16. SACOG Disadvantaged Communities

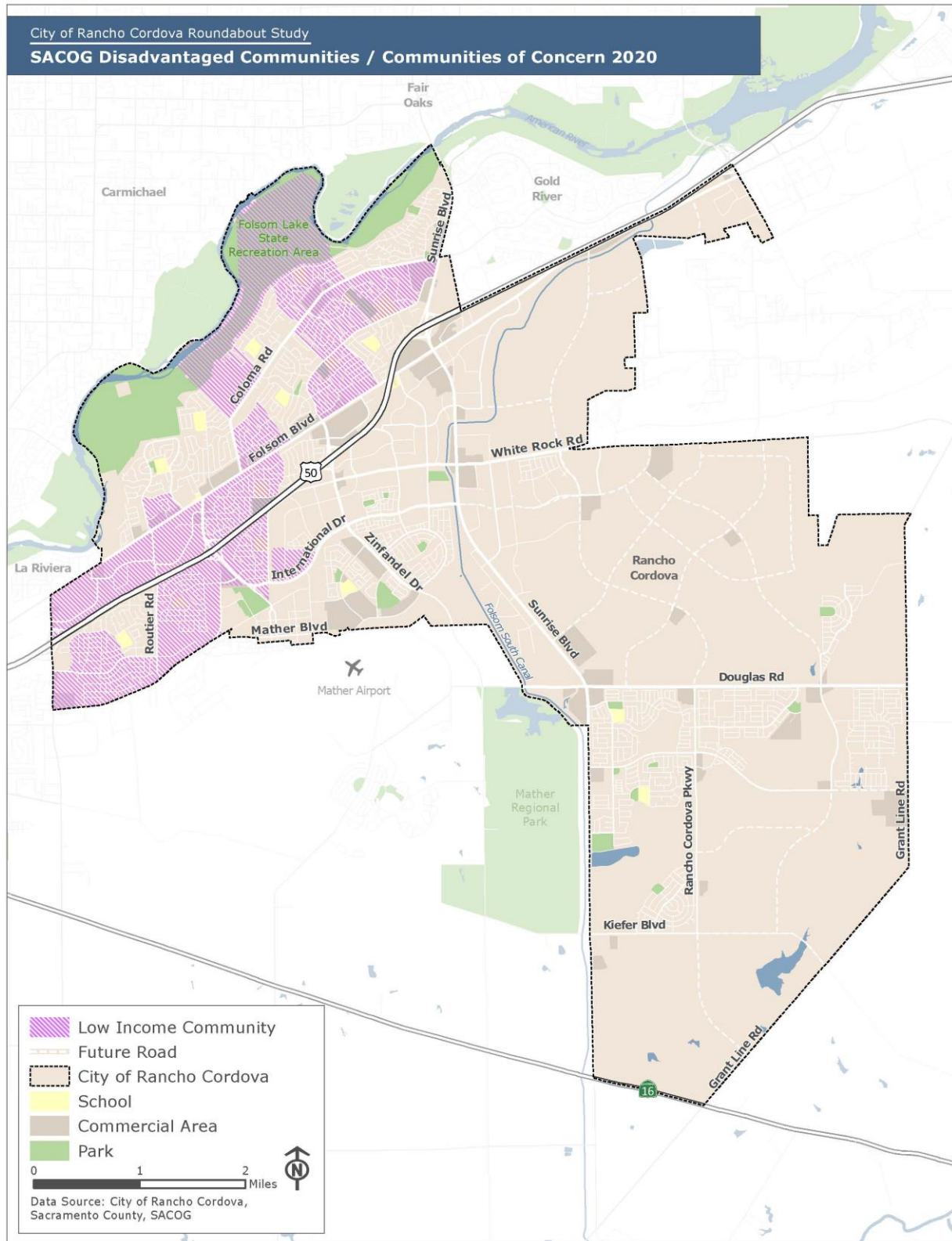
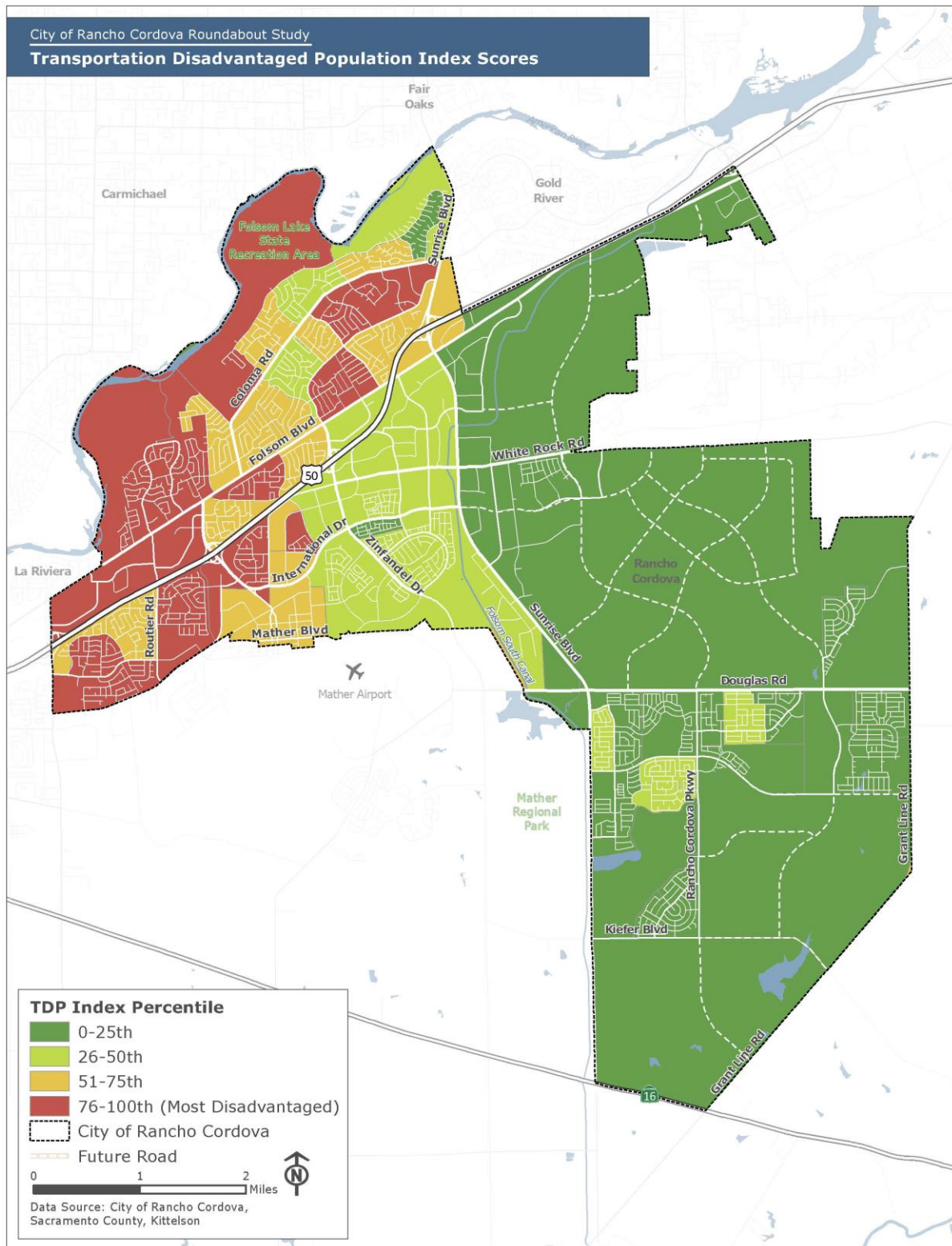


Figure 17. Transportation Disadvantaged Populations



Hazard Risk

Roundabouts are a more resilient infrastructure option than traffic signals because they do not require power supply to operate. Therefore, in the event of a power outage, they can continue to operate without the presence of traffic control officers. Hence, the proposed screening includes prioritization of locations sensitive to hazard risks.

The Federal Emergency Management Agency (FEMA) developed the National Risk Index (NRI) to create a framework for assessing the likelihood and consequences of natural hazards combined with social factors and resilience capabilities. The NRI includes eighteen hazard types. The three most relevant hazard types to the City of Rancho Cordova geographic context and its roadway operations are:

- Wildfire
- Flooding
- Earthquake

Figure 18 through Figure 20 show a map of the NRI scores in the City by Census tract for each of the three isolated hazard types. The hazard type risk score is relative to all other Census tracts nationally. Scores are not absolute measurements and should be expected to change over time either by their own changing measurements or changes in other communities.

Figure 18. Earthquake Hazard Risk

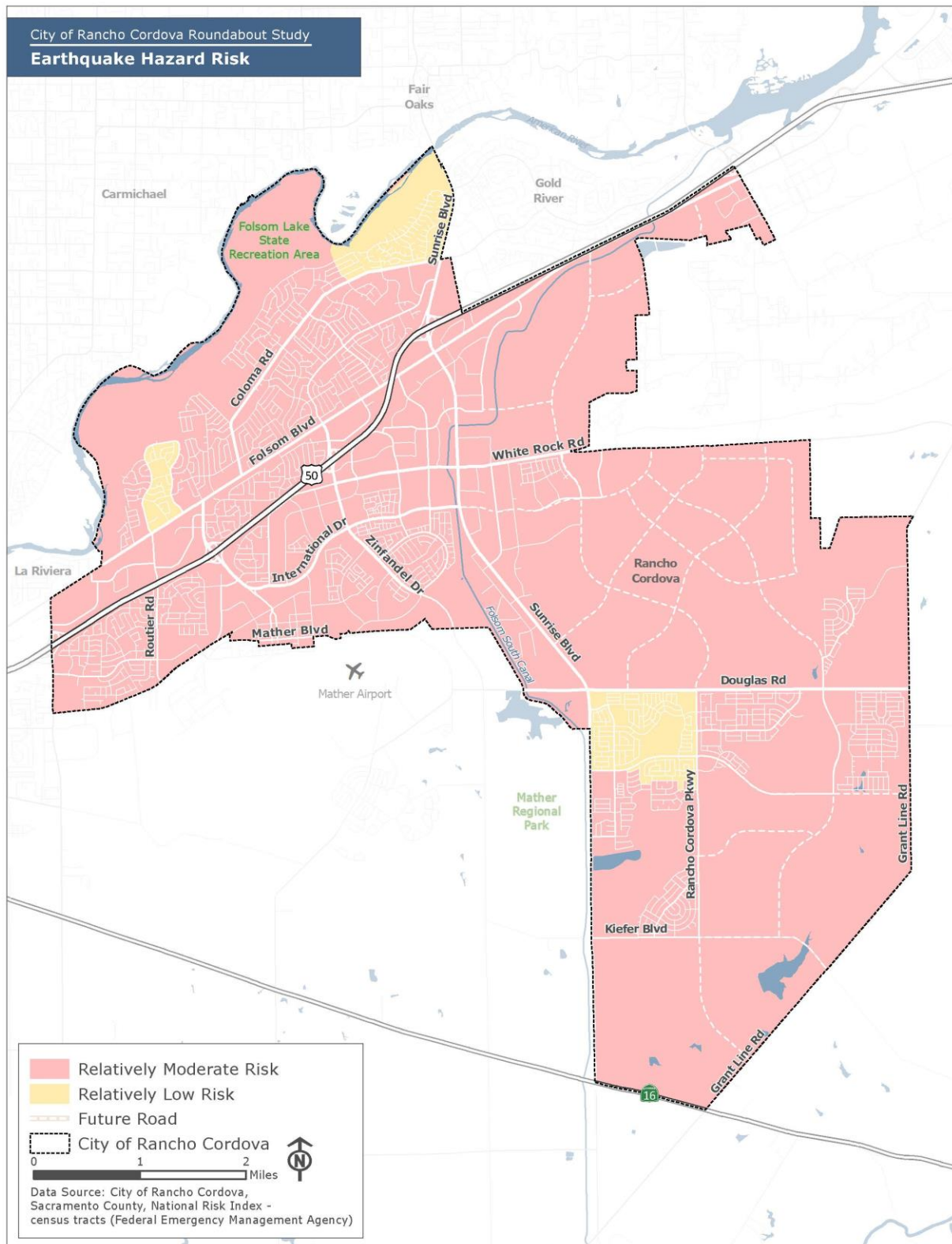


Figure 19. Flooding Hazard Risk

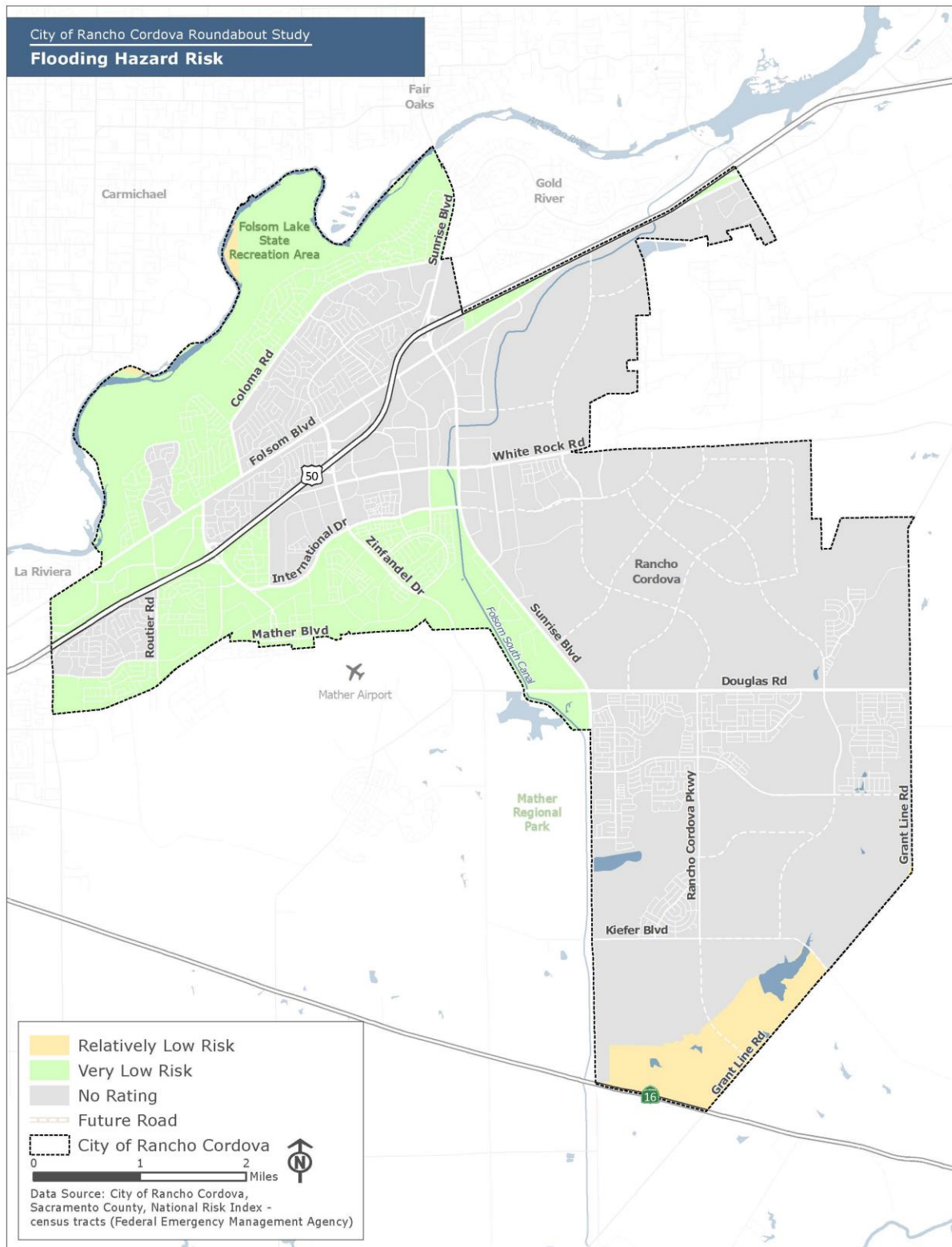
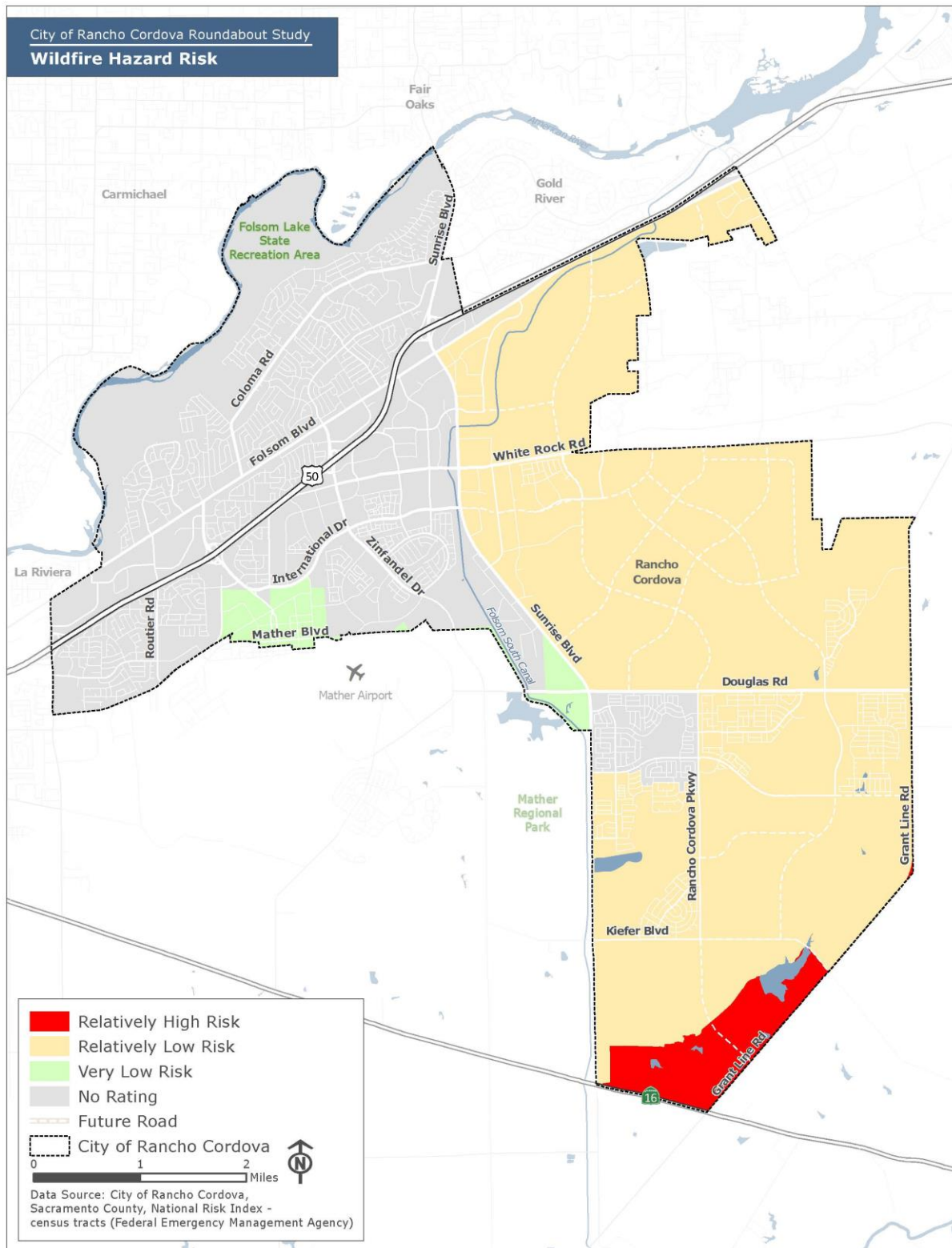


Figure 20. Wildfire Hazard Risk



PROPOSED SCREENING METHODOLOGY

This section identifies a proposed screening method to identify priority locations for the City to pursue roundabout projects. The screening as proposed will not by itself determine project feasibility but will rank locations based on City priorities and will include relevant data to help assess feasibility at a planning level.

The proposed screening will use factors to describe the City's priorities and criteria to evaluate them. The following definitions apply to the screening:

- **Factors:** Categories used to express community or agency values, or general categories that define technical feasibility. An example factor is *safety*.
- **Criteria:** Characteristics used to measure or evaluate each factor. An example criterion for the *safety* factor would be *intersection crash severity score*, where each intersection is given a score to evaluate the relative crash frequency and severity.
- **Scaling:** The process of making two variables comparable. An example scaling would be normalizing the *intersection crash severity score* (dividing all scores by the maximum score) to create values that range from 0 to 1.
- **Weights:** Number used to indicate the relative importance of different factors. Weighting allows a screening to emphasize certain factors.

Kittelton proposes to conduct the screening in three steps:

- **Step 1 – Roadway Class, Lane, and Volume Selection.** This step acts as a filter and reduces the analysis to include only portions of the roadway network where the City would consider a project. Therefore, this step would exclude:
 - Local/local intersections (volumes would not likely justify a roundabout)
 - Roadways with more than four approaching through lanes,
 - State-owned facilities (outside of City jurisdiction)
 - Intersections for which all approaches are private roadways (as indicated by City provided GIS layer).
- **Step 2 – Prioritization.** This step applies a score for each proposed factor and weights the factor scores to calculate a single score for each intersection. The single score would be used to sort the top locations.
- **Step 3 – Planning and Design Values.** This step will add relevant information that can be carried forward to inform roundabout design needs and assess feasibility of the top scoring sites. This step does not modify scores or further filter intersections but provides relevant context information for the City to refine its list of priority locations from the scores created in Step 2.

The steps and relevant data are listed in Table 2.

Table 2. Proposed Screening Methodology

Factor	Criterion/Criteria
Step 1: Roadway Class, Lane, and Volume Selection	
Roadway functional classification	Identify intersections that serve collector or arterial roadways. Exclude all others.
Lane Number	Identify intersections that serve roadways with fewer than 6 total through lanes. Exclude all others.
Volume	Exclude intersections where a multilane would be over capacity with existing traffic volumes (see discussion below table).
Step 2: Prioritization	
Safety	Calculate a crash severity score based on five-year intersection crash frequency and severity. All intersections at the 97.5 percentile score and above receive a maximum score, and intersections below that level are assigned a proportionally scaled score.
Social equity	Calculate a composite social equity score for the intersection's location based on HPI and CES4.0 scores (weighing each of the two equally).
Natural hazard risk	Calculate a composite score for the intersection based on natural hazard risk (weighing all three inputs equally).
Modal priorities	An aggregate modal priority score is calculated with one point each for the following: - Existing or proposed Class I or Class IV bikeway - NOT along a truck route (0 points for an intersection along a truck route) - Along a transit line
Land Use Opportunities and Constraints	Identify existing and expected access need(s), traffic characteristics, and growth potential at potential site locations. Identifies potential "fatal flaw" right-of-way impacts. Scores range from -0.5 to +1 for a combination of the following factors: - Point deductions for an intersection located directly adjacent to a rail line or other constraint land use types - Point additions for an intersection located directly adjacent to an opportunity land use type

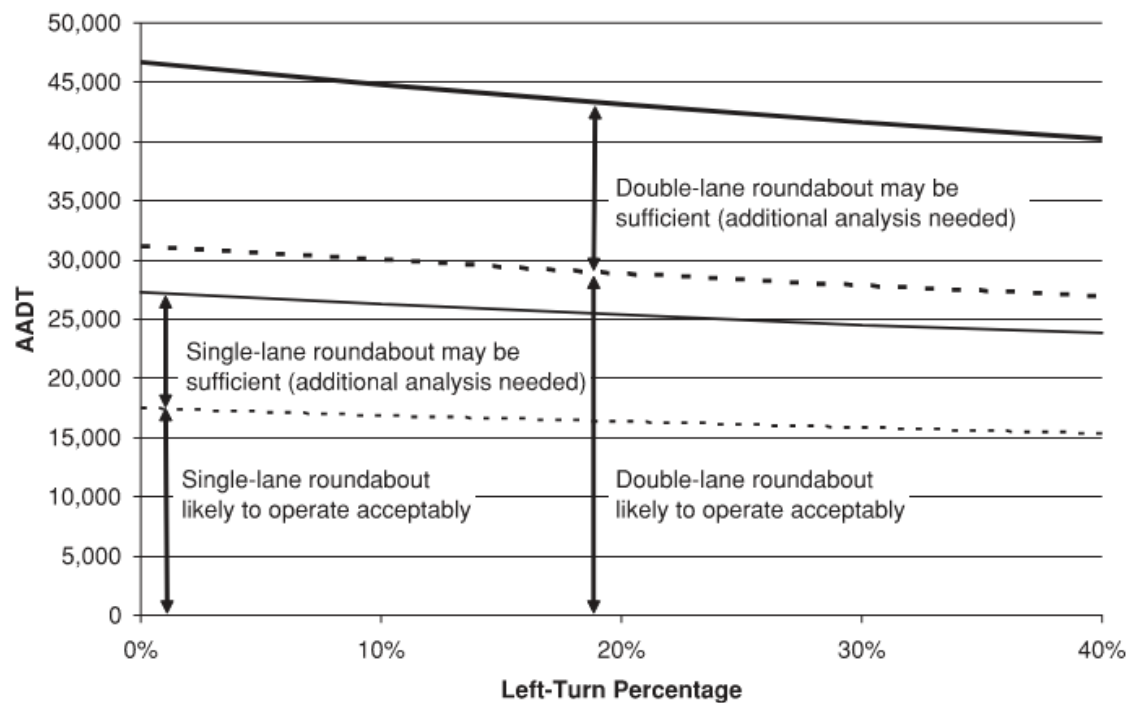
Capacity Feasibility

Exhibit 3-12 from NCHRP Report 672 (recreated as Exhibit 2 below) provides a planning-level assessment of roundabout intersection capacity based on daily volumes. To apply the chart to this feasibility screening, the following daily capacities may be applied:

- Single Lane Volumes: Less than or equal to 25,000 daily entering vehicles
- Multilane Volumes: Greater than 25,000 and less than or equal to 45,000
- Infeasible: Greater than 45,000

For intersections where model volumes can readily be postprocessed, the modeled daily entering existing conditions volumes can be applied against these values. Kittelson was able to estimate daily entering volumes for 84 intersections and apply this feasibility screening as a proposed element of Step 1.

Exhibit 2 Planning-Level Daily Intersection Volumes



Source: NCHRP Report 672, Exhibit 3-12

Factor/Criteria Notes

The approach presented in Table 2 represents a screening agreed upon between Kittelson and the City. More details about some of the factors and criteria are listed below.

- **Social equity factor.** create a composite score from the CES4.0 and HPI datasets. These two indicators offer most of the input information that each of the other datasets independently offer, so combining these two avoids unnecessary redundancy. A composite score avoids double counting with other indicators but would incorporate pollution burden, environmental quality, socioeconomic characteristics, public health conditions, economic conditions, education levels, transportation access, and healthcare access.
- **Modal priority.** Deprioritize locations along truck routes because they require larger roundabouts (costlier and harder to fit within site constraints). Prioritize locations along transit lines to capture

potential benefit provided to transit riders. All else equal, intersections that serve buses would require a larger roundabout, but roundabouts can improve safety and operations for buses. Prioritize locations along bike routes/trails because roundabout's safety and traffic calming benefits would help improve conditions for people biking.

Table 3 provides the data Kittelson proposes to associate with intersections as part of step 3. As previously indicated, these data would not affect prioritization scores but would help inform an initial assessment of project feasibility for locations identified in Steps 1 and 2. The table explains the influence of each input on roundabout feasibility.

Table 3: Proposed Screening Step 3: Planning and Design Values

Data	Purpose
Intersection Control Type	Contextual information.
Transit stop at intersection	Identifies if relocating a bus stop may present a design challenge.
Traffic volumes	Determine single- versus multilane feasibility and test the resilience of roundabout sizing decisions against future growth.
Lane numbers	Provides an indication of relative volumes served (if traffic volumes are not available) and the existing curb-to-curb size.
Speed limits	Indicate whether roundabouts would slow traffic, integrate well with existing traffic speeds, or (if high-speed approaches) require approach speed management techniques.

Roundabout Corridors

Research documented in NCHRP Report 772: *Evaluating the Performance of Corridors with Roundabouts* indicates that roundabouts may provide increased benefits if present as a consistent intersection control throughout a corridor in certain scenarios.⁵ However, the document emphasizes a corridor-specific approach which acknowledges the unique operating, political, and community context of an area. The screening processes proposed in this memo will help identify areas with a high viability for roundabout implementation based on desired operational and community characteristics. The City may choose to evaluate the final list of prioritized and feasible roundabout locations by elevating sites that begin to create a roundabout "series".

⁵ NCHRP 722 defined a "series of roundabouts" as a minimum of three roundabouts that function independently on an arterial roadway.

Factor Weighting

Factor weighting provides the City the opportunity to express priorities by assigning larger weights to some factors than to others. Table 4 provides example weighting scenarios for step 2 of the screening which reflect various potential goals such as equally weighing inputs or emphasizing safety over modal priorities and social equity. The outcome of this is a score that can be used to prioritize locations. Kittelson will set up the screening process so that the City can iterate and conducted sensitivity testing of various scenarios. The City and Kittelson will collaboratively determine the desired weighting scenario to use for the plan.

Table 4: Example Initial Spatial Prioritization for Screening Step 2

Factor	Factor Weights		
	Option 1: Equal Weights	Option 2: Safety First	Option 3: Social Equity and Opportunities
Safety	20%	50%	30%
Equity Indicators	20%	12.5%	30%
Hazard Risk	20%	12.5%	7.5%
Modal Priorities	20%	12.5%	7.5%
Land Use Opportunities and Constraints	20%	12.5%	25%

NEXT STEPS

Kittelson and the City have discussed appropriate inputs for the screening, and decisions are reflected in the preceding discussion. Kittelson and the City have compared the results of the scenarios presented in Table 4 and have decided to proceed with "Option 2: Safety First."

The screening process will be used to identify an initial top 50 locations to assess design feasibility as part of Task 2.2. Kittelson will test roundabout footprint sizes on the top 50 locations as a first-pass feasibility check. Following that test, Kittelson and the City will meet to determine locations for further project development and determine the right time for a community meeting to gather input.



Appendix C: Screening Results



Appendix C: Screening Results

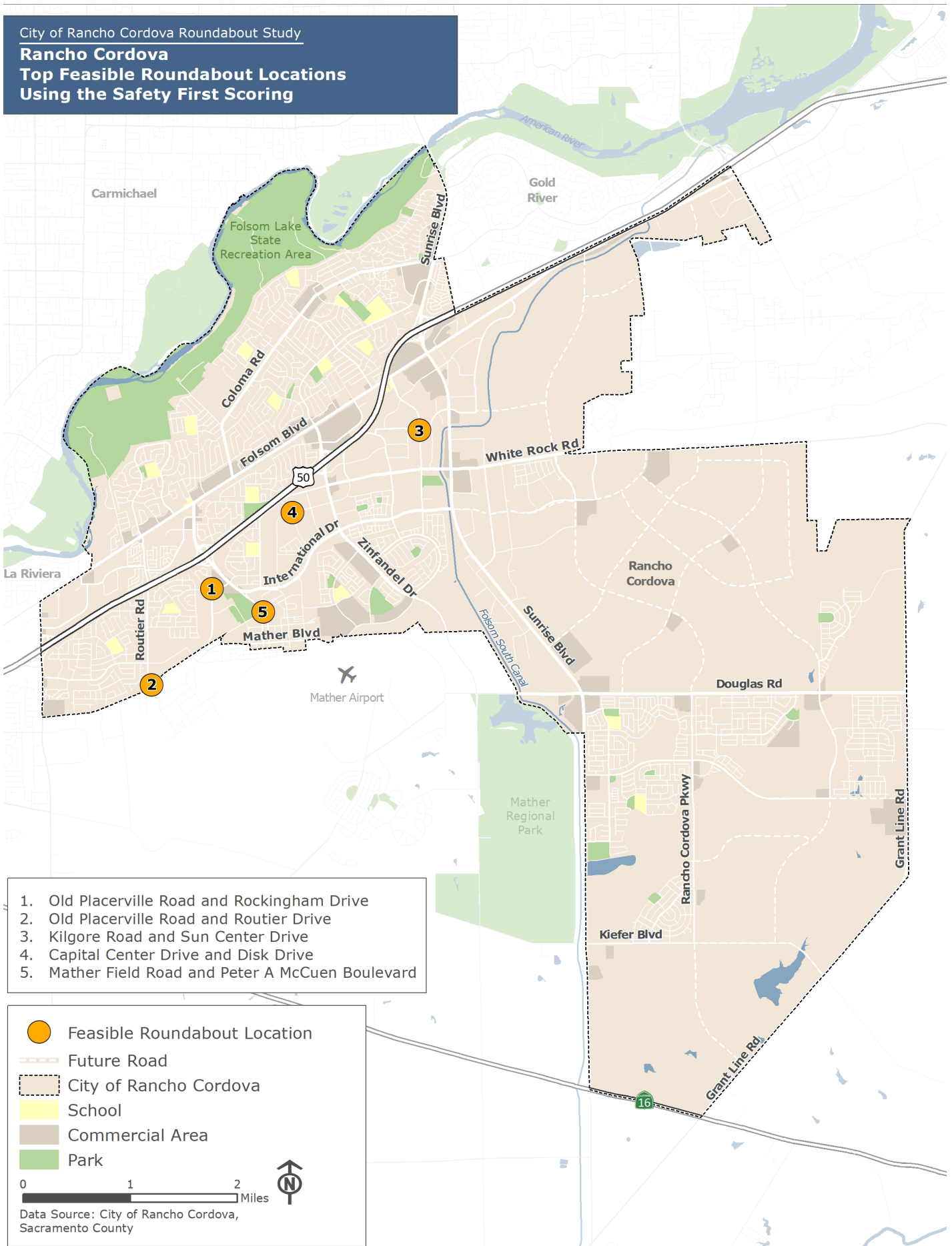
To better understand how a roundabout would fit at each of the five intersections, the project team developed sketch design concepts for each site (see [Figure C1–Figure C6](#)). Drawn over scaled aerial photo base maps, these initial concepts helped the project team and community members envision the potential roundabout at the site and helped the City prepare for project development and future funding opportunities.

The project team also prepared scorecards to summarize each location’s screening results according to safety, social equity, hazard risk, modal priority, opportunities and constraints, intersection volume and capacity, and crash history.

The following pages present an overview of each priority location and include the concept sketch and score results.



Figure C1. Rancho Cordova Roundabout Priority Locations



ITEM 17.2. Old Placerville Road and Rockingham Drive

ATTACHMENT 1

LEGEND

— Parcel Boundary

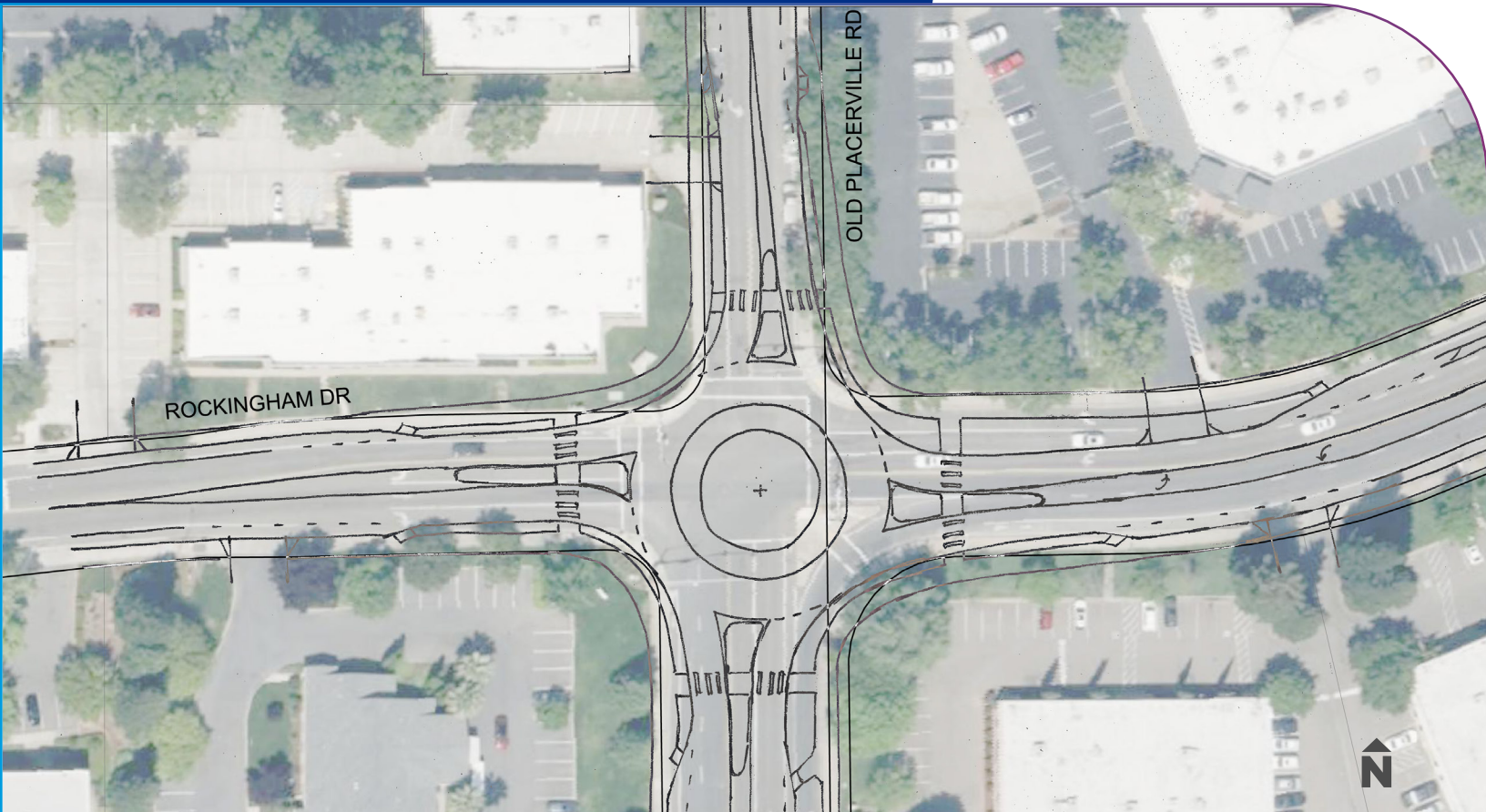


Figure C2. Old Placerville Road and Rockingham Drive Concept Sketch

Scorecard



Volume
to Capacity
Ratio

24%

below capacity
with roundabout

Number
of Crashes
(2017-2021)

15

3 injury +
12 property damage

ITEM 17.2. Old Placerville Road and Routier Drive

ATTACHMENT 1

LEGEND

— Parcel Boundary



Figure C3. Old Placerville Road and Routier Drive Concept Sketch

Scorecard



Volume to Capacity Ratio

37%
below capacity with roundabout

Number of Crashes (2017-2021)

10
3 injury + 7 property damage

ITEM 17.2. Kilgore Road and Sun Center Drive

ATTACHMENT 1

LEGEND

— Parcel Boundary



Figure C4. Kilgore Road and Sun Center Drive Concept Sketch

Scorecard



Volume to Capacity Ratio

67%
below capacity with roundabout

Number of Crashes (2017-2021)

5
4 injury +
1 property damage

Capital Center Drive and Data Drive

LEGEND

— Parcel Boundary

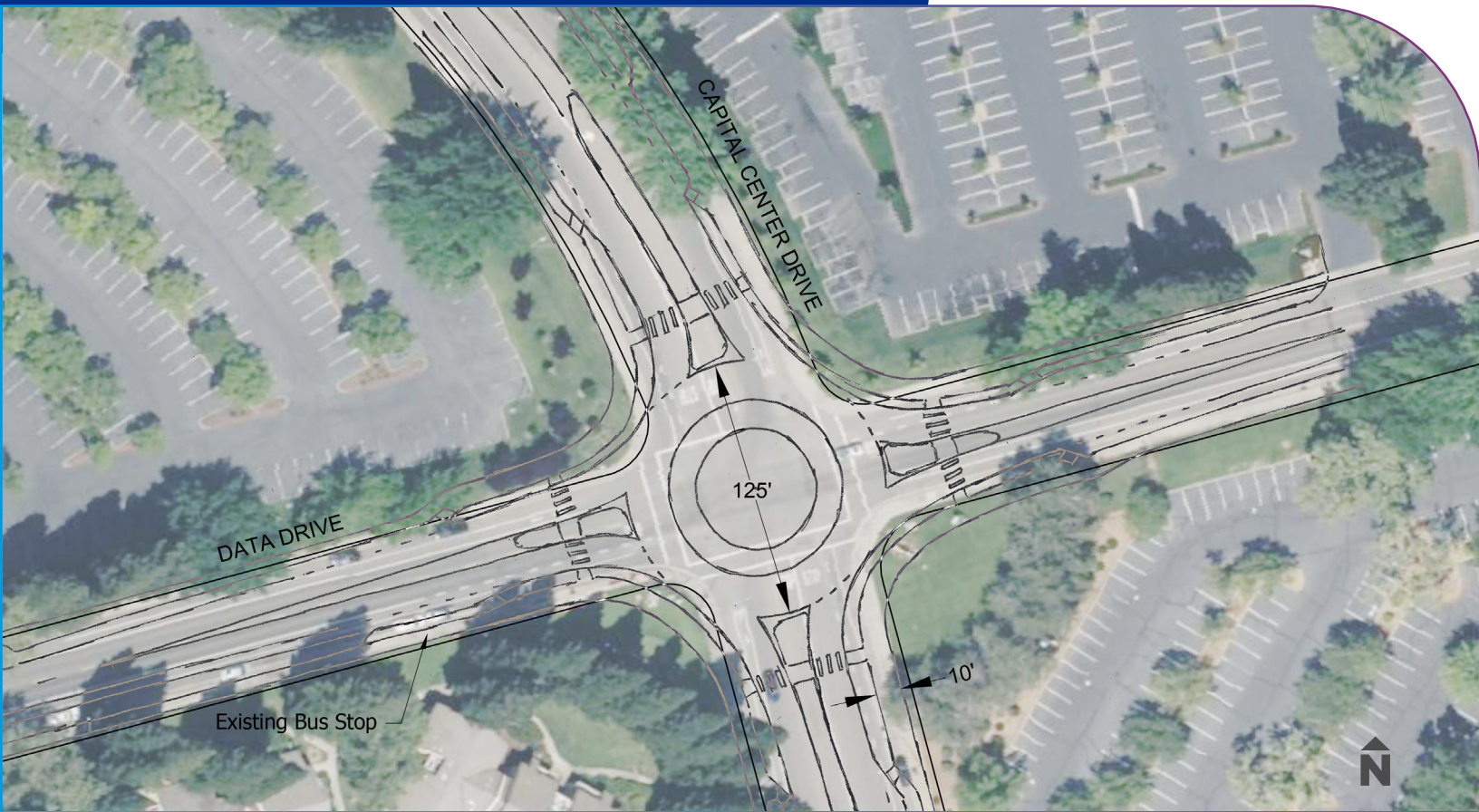
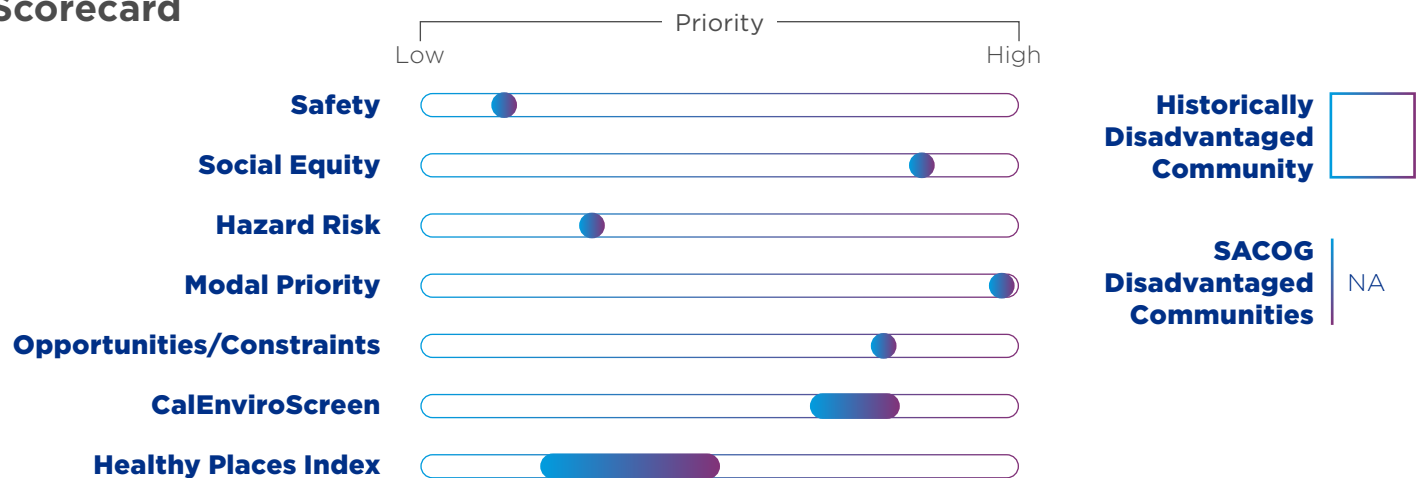


Figure C5. Capital Center Drive and Data Drive Concept Sketch

Scorecard



**Volume
to Capacity
Ratio**

85%

below capacity
with roundabout

**Number
of Crashes
(2017-2021)**

2

1 injury +
1 property damage

ITEM 17.2. Mather Field Road and Peter A McCuen Boulevard

ATTACHMENT 1

LEGEND

— Parcel Boundary

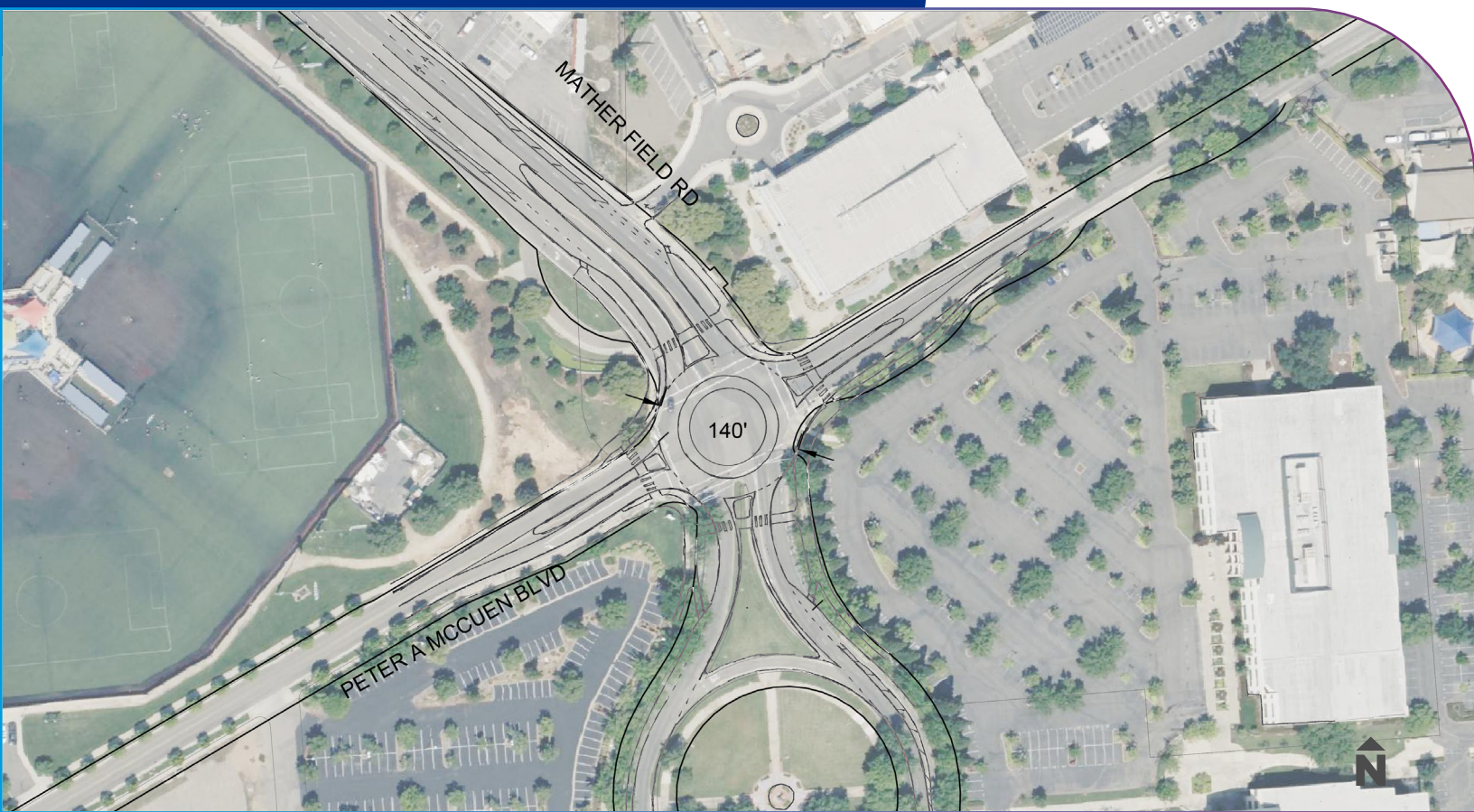
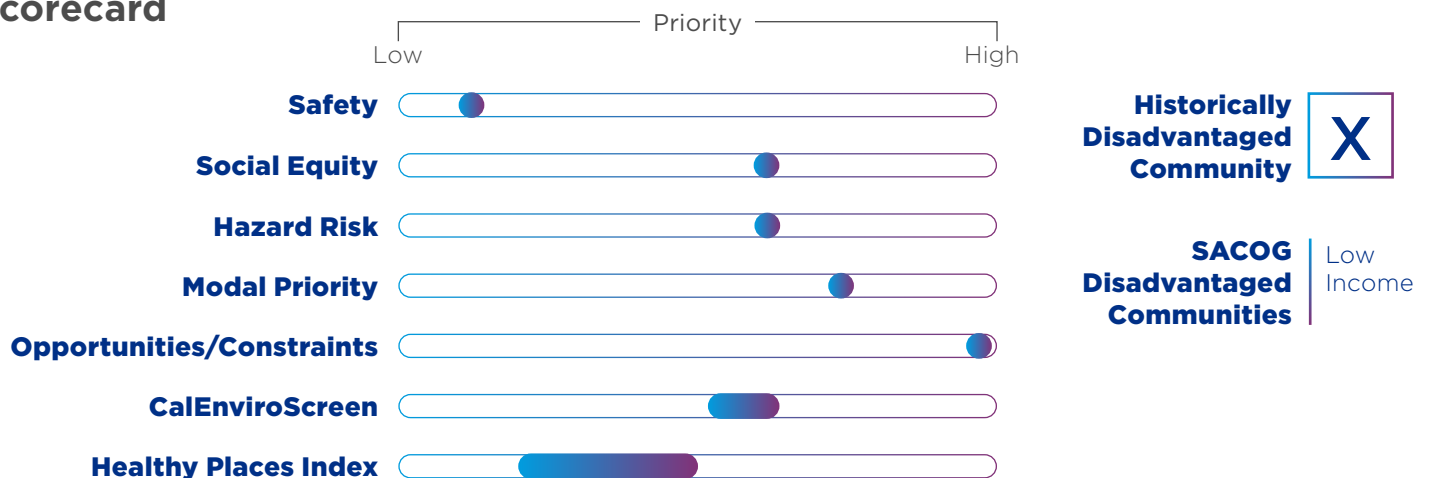


Figure C6. Mather Field Road and Peter A McCuen Boulevard Concept Sketch

Scorecard



Volume to Capacity Ratio

38%

below capacity with roundabout

Number of Crashes (2017-2021)

1

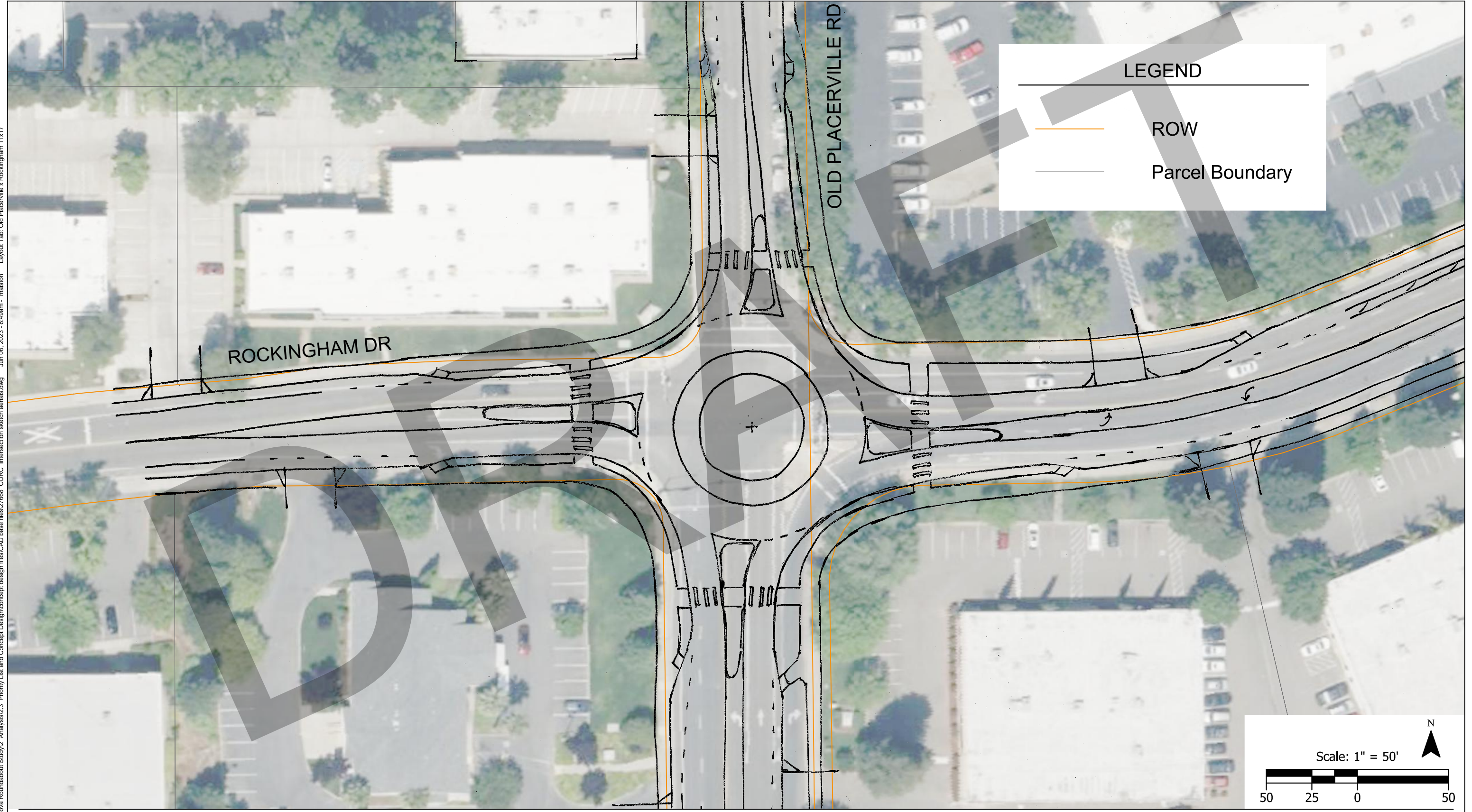
1 injury + 0 property damage



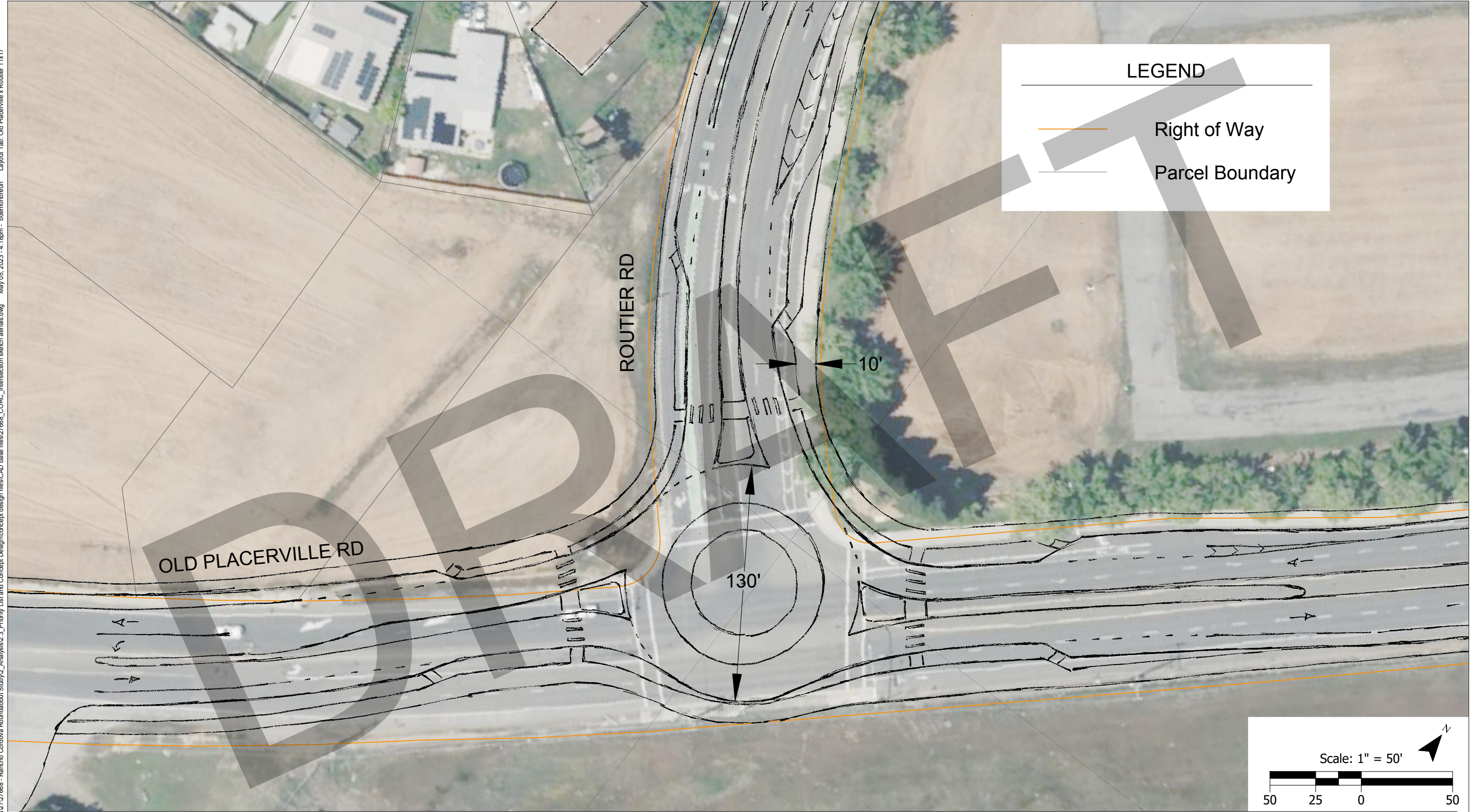


Appendix D: Exhibits

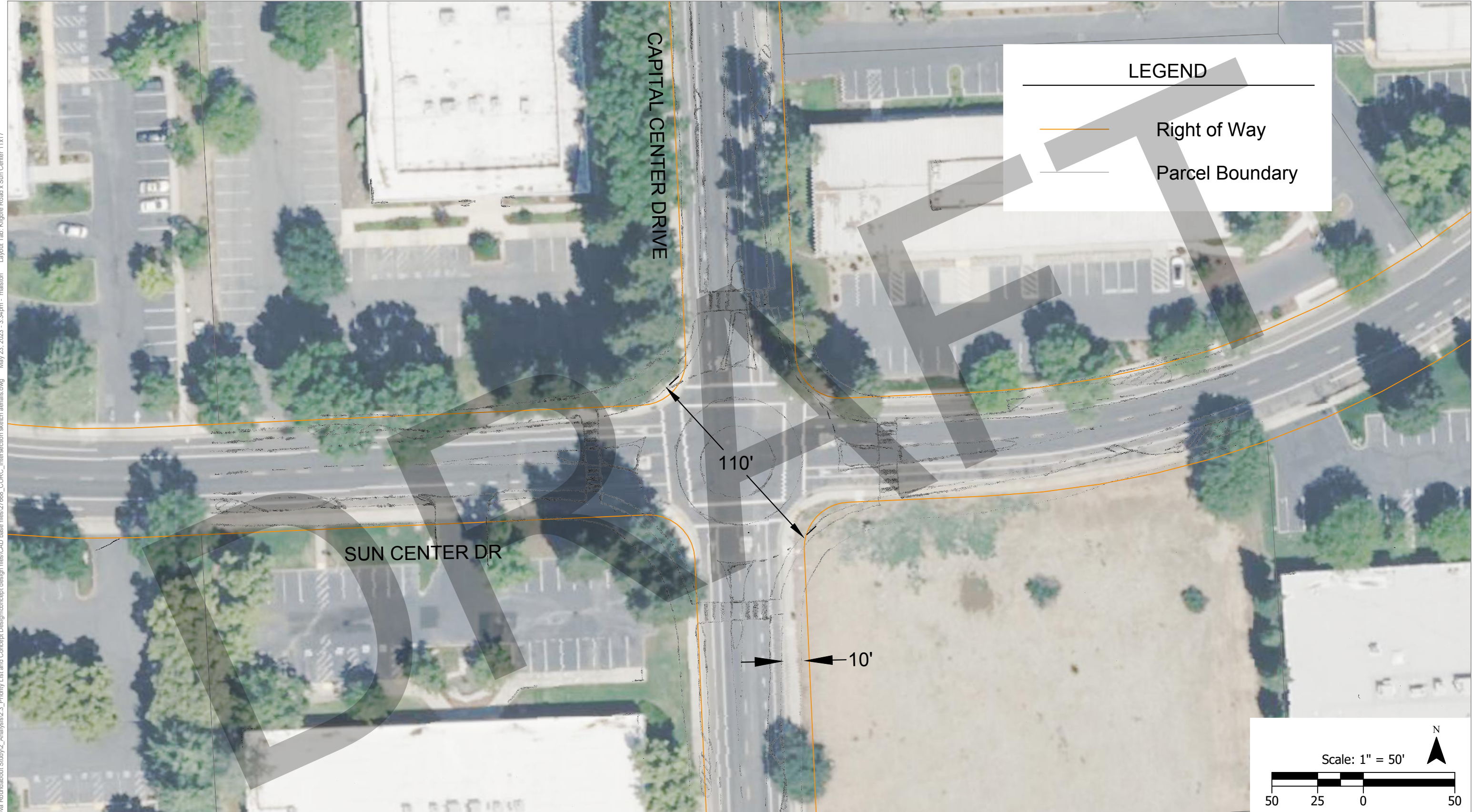




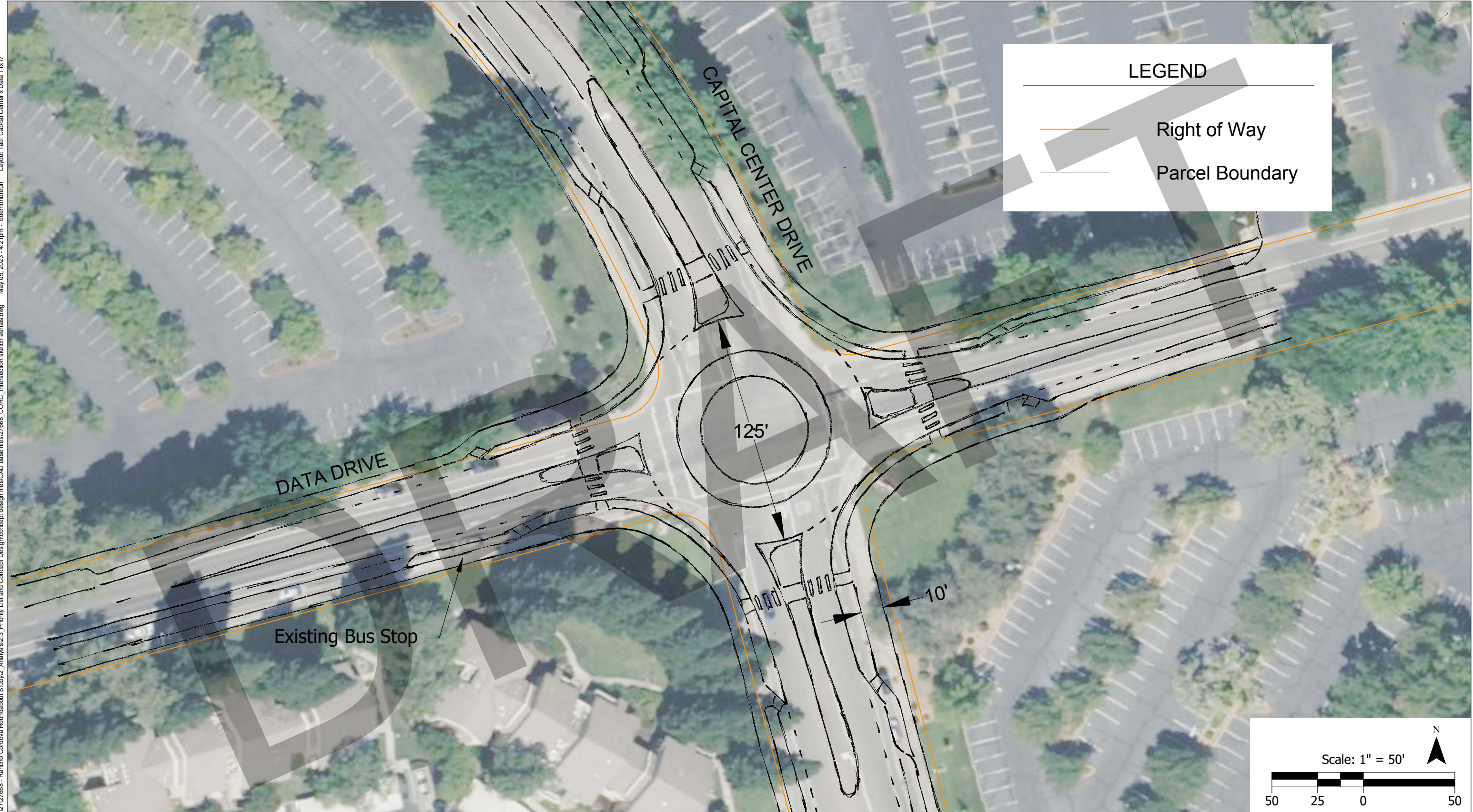
Old Placerville Rd & Rockingham Dr
Rancho Cordova, CA



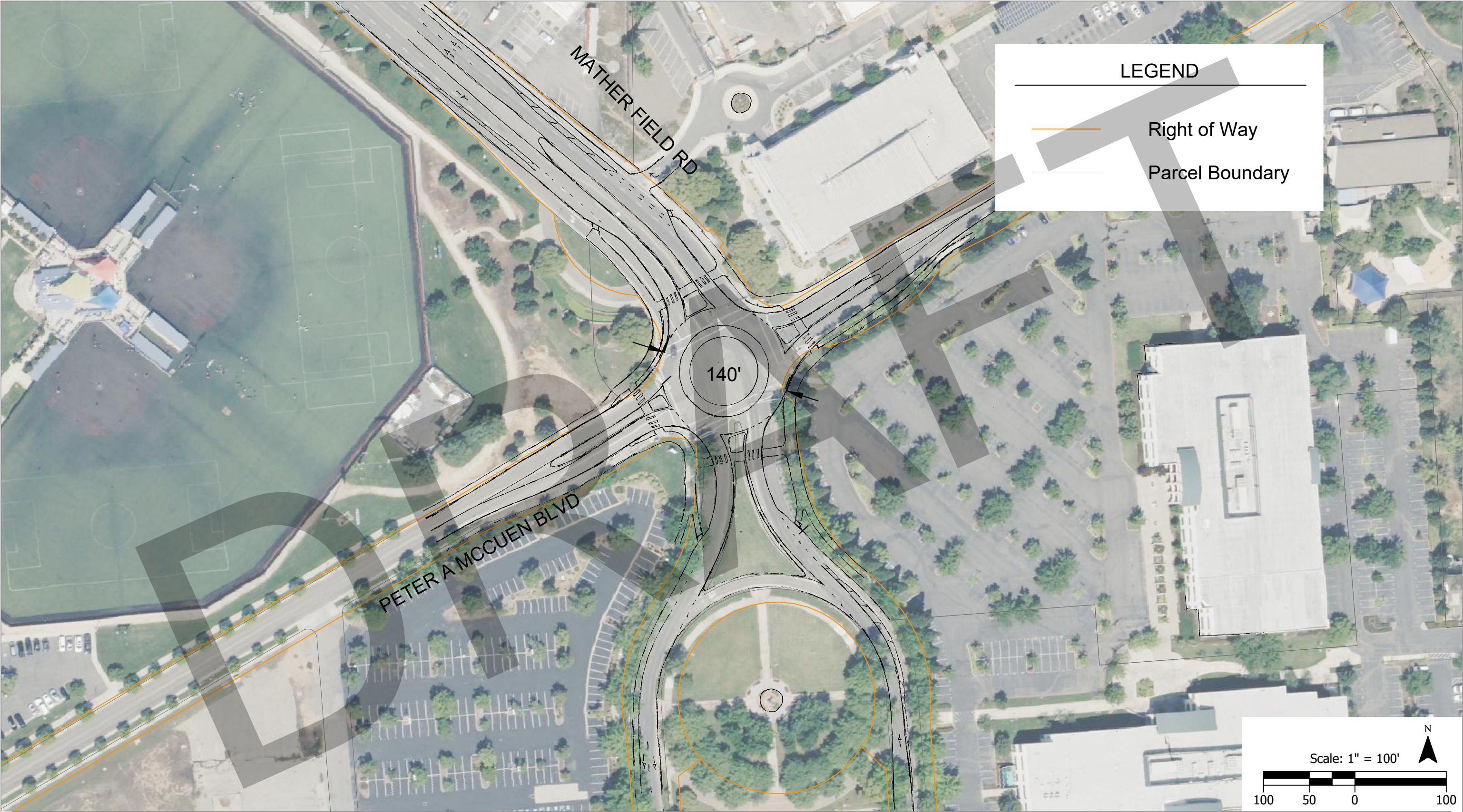
Old Placerville Rd & Routier Rd
Rancho Cordova, CA



Kilgore Rd & Sun Center Dr
Rancho Cordova, CA



Capital Center Dr & Data Dr
Rancho Cordova, CA



Mather Field Rd & Peter A McCuen Blvd
Rancho Cordova, CA





Appendix E: Funding Sources



Appendix E: Funding Sources

This appendix summarizes potential federal, state, regional, and local funding sources for roundabout design and implementation as of 2023. This list also includes funding sources for projects that would install bicycle and pedestrian infrastructure via roundabouts and educational programs.

Federal Surface Transportation Block Grant (STBG) Program

Managing Agency:
Federal Highway Administration

The 2015 Fixing America's Surface Transportation (FAST) Act converted the long-standing Surface Transportation Program (STP) into the STBG Program. Funding is allocated to the state and may be used for projects to preserve and improve the conditions and performance on any federal-aid highway; highway and transit safety infrastructure improvement projects; bridge and tunnel projects on qualifying public roads; pedestrian and bicycle infrastructure; and transit capital projects, including intercity bus terminals.

Website:
[STBG - Federal-aid Programs - Federal-aid Programs and Special Funding - Federal Highway Administration \(dot.gov\)](#)

Safe Streets and Roads for All (SS4A) Grant Program

Managing Agency:
United States Department of Transportation

The 2021 Bipartisan Infrastructure Law (BIL) established the SS4A discretionary program with \$5 billion in appropriated funds over five years. The SS4A Program funds regional, local, and Tribal initiatives through grants to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators. Individual roundabouts are not eligible. But because roundabouts are proven safety countermeasures, roundabout projects can be eligible if they are

submitted as part of multi-location, citywide, or corridor safety improvement project or action plan.

Website:
[Safe Streets and Roads for All \(SS4A\) Grant Program | US Department of Transportation](#)

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant

Managing Agency:
United States Department of Transportation

Through the RAISE Grant Program, Congress has dedicated nearly \$5.6 billion for nine rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact. (These grants were previously known as BUILD or TIGER discretionary grants.) RAISE also aims to award additional funding to projects in areas of persistent poverty or historically disadvantaged communities.

The RAISE Program's eligibility requirements allow state and local project sponsors to obtain funding for multimodal, multi-jurisdictional projects that are traditionally more difficult to fund through department of transportation programs.

A RAISE application requires the following components:

- 1/ SF-424 form
- 2/ Project Information Form
- 3/ Project Description
- 4/ Project Location File
- 5/ Project Budget
- 6/ Funding Commitment Documentation
- 7/ Merit Criteria
- 8/ Project Readiness
- 9/ Benefit-Cost Narrative and Calculations
- 10/ Optional Letters of Support

Website:
[RAISE Discretionary Grants | US Department of Transportation; How to Apply for RAISE Grants](#)

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Congestion Mitigation and Air Quality (CMAQ) Improvement Program

Managing Agency:

United States Department of Transportation

The CMAQ Program funds state transportation projects designed to reduce traffic congestion and improve air quality—particularly in areas that do not attain national air quality standards. The program helps support investments that encourage alternatives to driving alone, improve traffic flow, and help urban areas meet air quality goals. The CMAQ Program aims to reduce regulated emissions associated with carbon monoxide, ozone and particulate matter pollution in nonattainment and maintenance areas, often through congestion mitigation techniques. Managing congestion can help reduce regulated emissions, reduce travel delays, decrease engine idle time, and prevent unproductive fuel consumption.

Website:

[Federal Programs Directory: Congestion Mitigation and Air Quality \(CMAQ\) Improvement Program | US Department of Transportation](#)

State

Active Transportation Program (ATP) Grants

Managing Agency:

California Transportation Commission (CTC)

The Active Transportation Program (ATP) consolidates existing federal and state transportation programs—including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and state Safe Routes to School (SR2S)—into a single discretionary grant program. The ATP emphasizes:

- / Increasing use of active modes by increasing the proportion of walking and bicycling trips.
- / Increasing safety of non-motorized users.
- / Reducing greenhouse gases.
- / Improving public health.
- / Having disadvantaged communities fully share in program benefits.

The program includes a state-administered and a regionally-administered component. The latter is listed and described in the next section.

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Roundabout projects submitted for ATP grants must be a part of broader active transportation improvement projects focused on the items listed above.

Website:

[Active Transportation Program \(ATP\) | Caltrans](#)

Highway Safety Improvement Program (HSIP) Grants

Managing Agency:

Caltrans

The HSIP is a core federal-aid program in the FAST Act and the Infrastructure Investment and Jobs Act (IIJA). The HSIP aims to reduce traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on Tribal land. Safety projects can include improvements like crosswalk markings, rapid flashing beacons, curb extensions, speed feedback signs, guard rails, pedestrian refuge islands, and high friction surface treatments. Local HSIP projects must be identified based on crash data.

HSIP projects must demonstrate a competitive benefit-cost ratio based on historical crash data. The lowest awarded benefit-cost ratio from Cycle 11 was 19.

Website:

[Local Highway Safety Improvement Program \(HSIP\) | Caltrans](#)

Affordable Housing and Sustainable Communities (AHSC) Program

Managing Agency:

California Strategic Growth Council

The AHSC Program aims to reduce greenhouse gas emissions through projects that implement land-use, housing, transportation, and agricultural land preservation practices to support infill and compact development and that support related and coordinated public policy objectives. Objectives include efforts to reduce air pollution, improve conditions in disadvantaged communities, support or improve public health, improve connectivity and accessibility to jobs, increase options for mobility, and increase transit ridership.

ITEM 17.2.

Roundabout projects submitted for the AHSC Program must be a part of broader active transportation improvement projects that are alongside affordable housing developments.

Website:

[Affordable Housing and Sustainable Communities \(AHSC\) - Strategic Growth Council \(ca.gov\)](#)

Transformative Climate Communities (TCC) Program

Managing Agency:

California Strategic Growth Council

Established by Assembly Bill 2722, the TCC Program funds the development and implementation of neighborhood-level transformative climate community plans. To be eligible for funding, projects must reduce greenhouse gas emissions significantly over time, and they must leverage additional funding sources and provide health, environmental and economic benefits to the community. The TCC Program funds both implementation and planning grants.

Transportation-related projects can include:

- / Developing active transportation and public transit projects.
- / Supporting transit ridership programs and transit passes for low-income riders.
- / Expanding first-and-last mile connections
- / Building safe and accessible biking and walking routes.
- / Encouraging education and planning activities to promote increased use of active transportation modes.

Website:

[Transformative Climate Communities \(TCC\) - Strategic Growth Council \(ca.gov\)](#)

Local Revolving Match Program

Managing Agency:

Sacramento Area Council of Governments

The Revolving Match Program offers project sponsors additional funding to help pursue major federal or state grants and deliver maintenance and capital projects. Projects must fall within the four-county (Sacramento, Sutter, Yolo, Yuba) region and

ATTACHMENT 1

be listed in the 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) or fit within a lump-sum project category. Lump sum project categories include road maintenance and reconstruction, transit vehicle replacements, operational improvements, intelligent transportation systems, and bicycle and pedestrian investments.

Projects must be federal-aid eligible for CMAQ, Regional Surface Transportation Program or State Transportation Improvement Program funding. Federal-aid eligible projects are those that contain significant transportation infrastructure in the public right-of-way. The project sponsor must identify a specific state or federal grant program in their application, and the project must meet the eligibility requirements of that grant program. Projects must also have a funding or financial plan and be listed in an adopted planning document. A draft planning document may be acceptable, depending on the phase of the document.

Website:

[Revolving Match Program - Sacramento Area Council of Governments \(sacog.org\)](#)

SACOG Regional Funding Program

Managing Agency:

Sacramento Area Council of Governments

This regional funding program funds three subprograms:

- / **Community Design** grants local government agencies and their partners funds to implement the SACOG Blueprint smart growth principles. This program aims to use regional transportation funding to promote the construction of land use developments (or land use and related projects) to reduce congestion, decrease vehicle miles traveled and support more walking, biking, and transit use.
- / **Transformative** is for projects seeking \$5 million or more to address regional outcomes or add new transit service. Outcomes may include reducing regional vehicle miles traveled or greenhouse gas emissions per capita; reducing congestion; increasing multimodal travel options; providing long-term economic benefits; improving goods movement; and improving safety and security.
- / **Maintenance & Modernization** funds projects requesting less than \$5 million to target intelligent transportation systems or operations; road rehabilitation or reconstruction; transit

ITEM 17.2.

improvements; bicycle and pedestrian improvements; or complete streets. (Other project types may also be eligible.)

To receive funding from these local programs, roundabout projects will need to take a programmatic approach and be part of a broader package of safety, complete streets, or traffic calming. Eligibility may also vary for each of these programs depending on project costs.

Website:

[Regional Program Call for Projects - Sacramento Area Council of Governments \(sacog.org\)](https://www.sacog.org/Regional-Program-Call-for-Projects)

Regional Active Transportation Program (ATP)

Managing Agency:

Sacramento Area Council of Governments

SACOG competitively distributes ATP funding to projects and programs in El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba counties to increase biking and walking. The ATP aims to increase walking and bicycling trips, increase the safety of non-motorized users, reduce greenhouse gases, enhance public health, and ensure that disadvantaged communities fully share in the benefits of the program.

Roundabout projects submitted for ATP grants must be a part of broader active transportation improvement projects that focus on pedestrian and bicycle safety.

Website:

[Active Transportation Program - Sacramento Area Council of Governments \(sacog.org\)](https://www.sacog.org/Active-Transportation-Program)

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Appendix F: Roundabout Guidelines



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Appendix F: Roundabout Guidelines

Introduction

Roundabouts offer communities key safety and operational benefits. Roundabouts slow vehicle speeds and reduce conflict points while offering improved traffic operations and community aesthetics.¹ And, because they don't use traffic signals that require power and routine maintenance, roundabouts have lower operating costs and are more resilient during natural disasters when the power goes out.

To take advantage of these safety and operational benefits, the City of Rancho Cordova studied the feasibility of building roundabouts at new and existing intersections throughout the city. Produced as part of that study, these guidelines will help the City plan for future roundabout implementation.

Using this Document

This document is intended to guide the City as it plans and designs future roundabouts. The best practices in these pages are designed to:

- / Support City staff, consultants, and other practitioners involved in City projects during the roundabout planning and design process.
- / Communicate roundabout planning and design principles to guide the City and partners when siting, planning, and moving roundabouts through project development.
- / Reinforce best practices established by national guidance documents.

Guidelines in this handbook primarily draw on national guidance provided by the Highway Capacity Manual 7th Edition (*HCM-7*) from the Transportation Research Board (TRB) and NCHRP Research Report 1043: Guide for Roundabouts from the National Cooperative Highway Research Program (NCHRP).² Before beginning any roundabout project, be sure to check that reference material is the most recent version.



Source: Kittelson & Associates, Inc.

¹ FHWA, Roundabouts, August 2023, <https://highways.dot.gov/safety/intersection-safety/intersection-types/roundabouts>.

² AASHTO, Highway Capacity Manual 7th Edition: A Guide for Multimodal Mobility Analysis (2022), <https://nap.nationalacademies.org/catalog/26432/highway-capacity-manual-7th-edition-a-guide-for-multimodal-mobility> and NCHRP Research Report 1043: Guide for Roundabouts (2023), <https://www.trb.org/Publications/Blurbs/182939.aspx>.

Capacity and Number of Lanes

When planning and designing roundabouts, determining desired capacity and number of lanes is a critical first step.

Operational analysis tests whether a roundabout would adequately serve existing or projected traffic volumes and, if so, how many lanes that roundabout would need. There are several operational analysis tools to choose from, depending on how precise results need to be and available data. Typically, the level of detail required of the data increases as the project development process advances beyond a high-level assessment.

To select an assessment methodology, consider the following:

- / **Output precision**—What questions does the analysis need to answer? Does it need to test whether a single or multilane roundabout could work given future volumes? Does it need to size a roundabout to develop a concept design? What outputs are necessary? Are you looking for a yes or no answer for potential viability or average travel delays?
- / **Existing or projected conditions**—Are you looking for an analysis based on the intersection's current conditions? If you are interested in projected future conditions, how well developed are future volumes—are they daily link volumes or detailed turning movement counts (TMCs)? What is the level of confidence for those estimates?
- / **Time period**—Is the analysis focused only on peak hours? Do you need or already have data for other analysis periods, such as 24-hour or 12-hour periods?

Use answers to those questions, **Table F1**, and **Figure F1** to select the appropriate methodology or reference. The following sections cover each methodology in more detail.

Table F1 arranges available methodologies according to input and level of detail. **Figure F1** arranges the methodologies according to the project development stage in which they'd likely be used.

Six-Lane Roadways

The City is not pursuing roundabouts on six-lane roadways due to the high cost of retrofitting those locations. However, a planned six-lane roadway (assumed to be signalized) could be accommodated with a two-lane roundabout and become a four-lane roadway instead. A planning-level operational analysis can determine whether such a change would be feasible given current and future volumes.



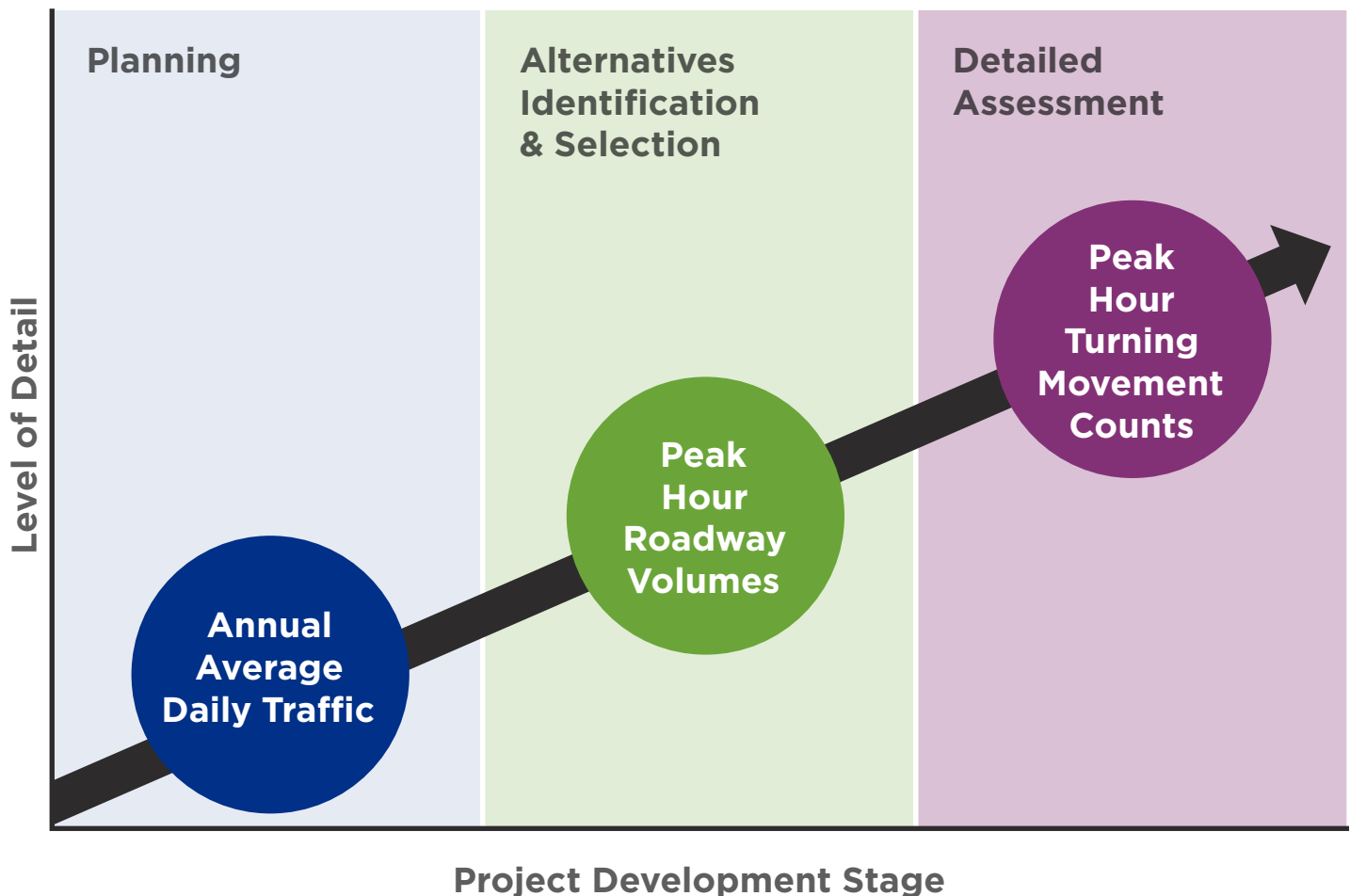
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Table F1. Analysis Methodologies by Input and Level of Detail

Project Development Stage		Application	Data Required
Less Detail Input & Results More Detail	Planning Study	Planning-level sizing to determine feasibility and number of lanes	Annual average daily traffic
		High-level selection of suitable alternatives, such as comparing roundabout to stop control or signal	Peak hour roadway volumes
	Alternatives Identification and Selection	Lane number and assignment	Peak hour roadway volumes
		Conceptual design of roundabout, including lane numbers for each approach and exit	Peak hour turning movement counts
	Detailed Assessment	Conceptual design refinement	Peak hour turning movement counts
		Public involvement with animation or simulation of proposed alternatives	Peak hour turning movement counts

Figure F1. Data and Methodologies by Data Specificity and Project Development Stage



Assess Demand with Daily Traffic Volumes

Planning-level volume thresholds using daily volumes can help determine whether a roundabout could serve an intersection's travel demand and, if so, then how many lanes would be required to meet mobility goals.

Guidance in this section applies to four-leg intersections with all of the following conditions:

- / 9-10 percent of daily traffic occurs during the peak hour—this is the “K factor”.
- / During the peak hour, the peak direction carries 52-58 percent of the roadway's traffic—this is the “D factor”.
- / Volume-to-capacity ratio per approach of 0.9 or 90 percent—this represents this intersection's “practical capacity”.

For more information about these conditions, consult NCHRP Research Report 1043, Section 8.6 or *HCM-7*.

Use the following guidelines, as well as **Figure F2**, to match daily entering vehicles to the number of lanes required:

- / **Intersections with less than 17,000 daily entering vehicles** would be well within a single-lane roundabout's capacity.

/ **Intersections with between 17,000 and 25,000 daily entering vehicles** would be well within a two-lane roundabout's capacity. A single-lane roundabout may provide sufficient capacity but would need to be analyzed in more detail to confirm. The results would depend on the percentage of traffic occurring in the peak hour and the particular turning movements at the intersection.

/ **Intersections with 27,000–42,000 daily entering vehicles** would be over capacity with a single-lane roundabout. A two-lane roundabout may provide sufficient capacity, but further analysis would be needed to confirm.

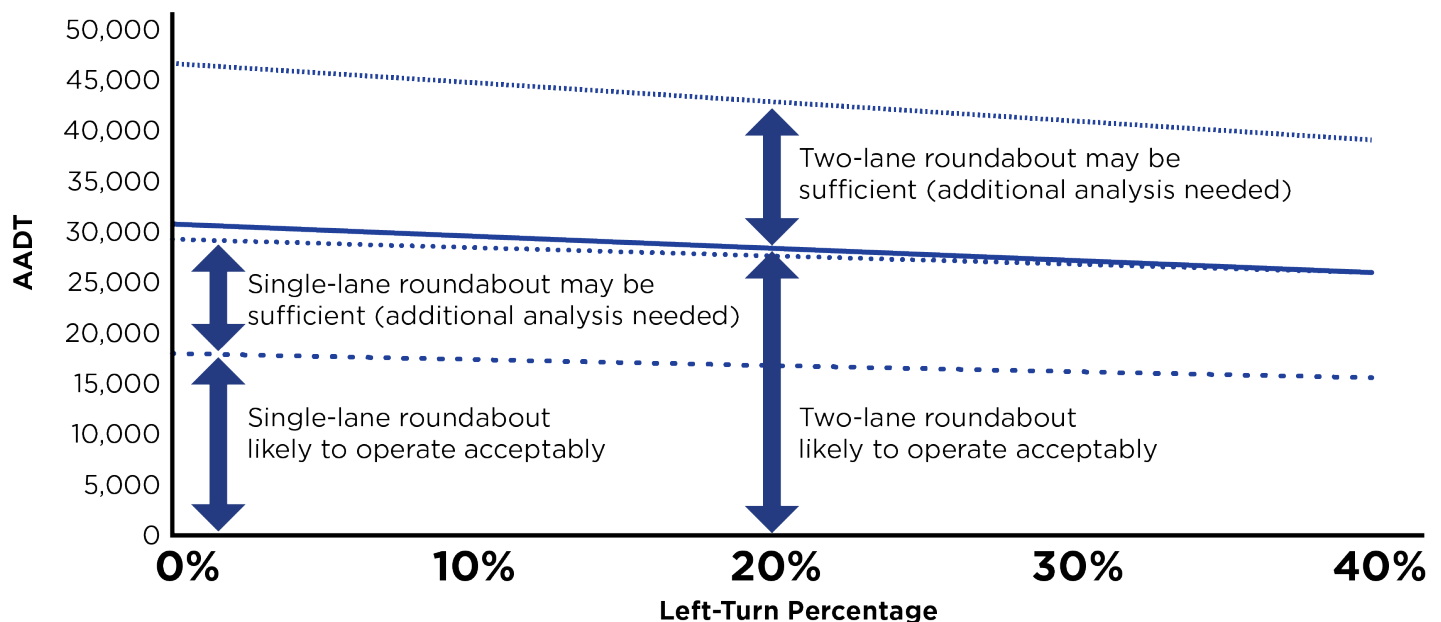


A note on left turns—These values assume a left-turn percentage of 20 percent. **Figure F2** demonstrates how changes in the left-turning percentage may impact capacity (higher left-turn percentages reduce the capacity).

Passenger-Car Equivalent Units

Throughout this guide, analysis volumes are presented in passenger-car equivalent units (PCUs). Raw traffic volumes need to be converted to PCUs by applying the conversion methodology from the *HCM-7*. In this methodology, large vehicles account for more than 1 PCU.

Figure F2. Planning-level Daily Intersection Volumes



Source: Reproduced from NCHRP Research Report 1043, Exhibit 8.2; data derived from *HCM-7*

Compare Control Types with Peak Hour Roadway Volumes

Peak-hour roadway volume data can be used to compare operational performance across different intersection control types. *NCHRP Research Report 825: Planning and Preliminary Applications Guide* uses *HCM* methodologies and some base assumptions to establish comparable values among two-way stop-controlled intersections, all-way stop controlled intersections, signalized intersections, and roundabouts.

Use **Figure F3** and **Figure F4** to match peak hour roadway volumes with one or more feasible intersection control types. Replicated from NCHRP Research Report 825 and NCHRP Research Report 1043, respectively, these charts use total peak hour volume on major and minor streets to assess which type of roundabout or other intersection control type would be feasible. The charts are based on motor vehicle volumes and FHWA's Manual on Uniform Traffic Control Devices signal warrants.

To know which chart to use, check available directional data. If streets have a roughly 50/50 split of directional traffic during the peak hour, use **Figure F3**. If this data is unavailable, consider using the more conservative 67/33 split in **Figure F4**. If data shows a particular intersection type would work for a 67/33 split, that type will work for 50/50—however, the reverse is not necessarily true.



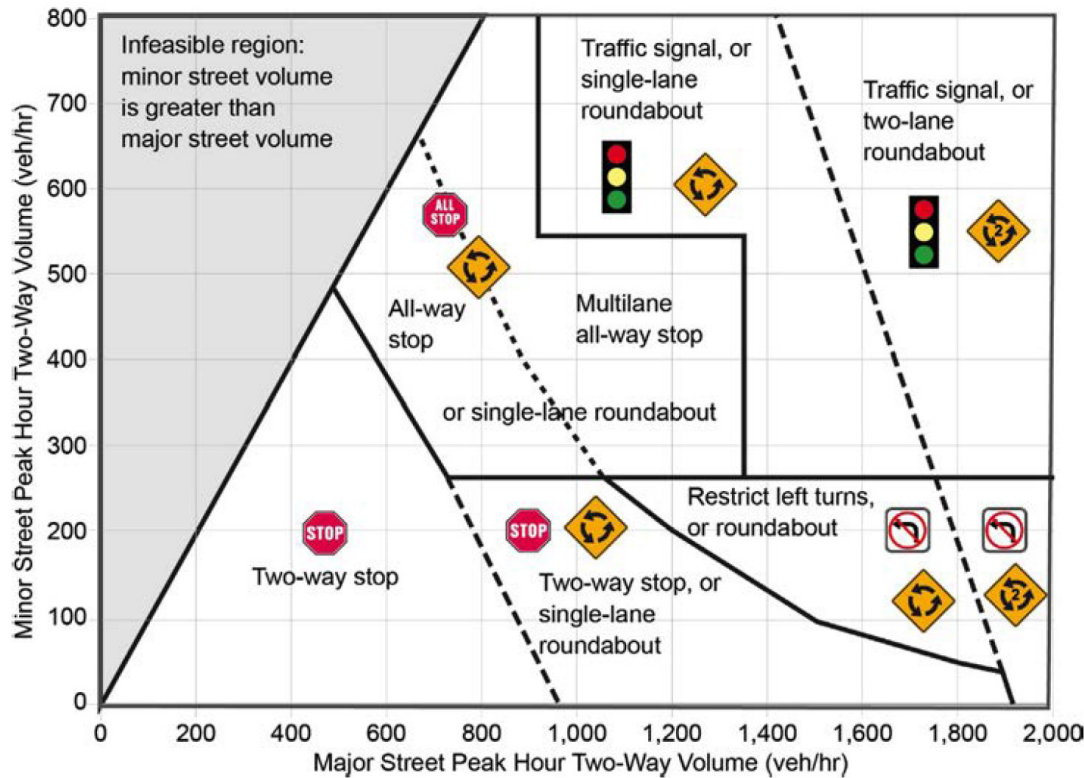
A note on active transportation—Because these charts only show control delay for motor vehicles and do not include quality of service for bicyclists and pedestrians, they should not be used as the sole factor for choosing intersection control type.

The Peak Hour Factor

If the City desires to use a peak 15-minute analysis instead of a peak hour analysis, the analysis should adjust raw peak hour turning movement volumes with the use of a peak hour factor, as noted in the *HCM-7*.

ITEM 17.2.

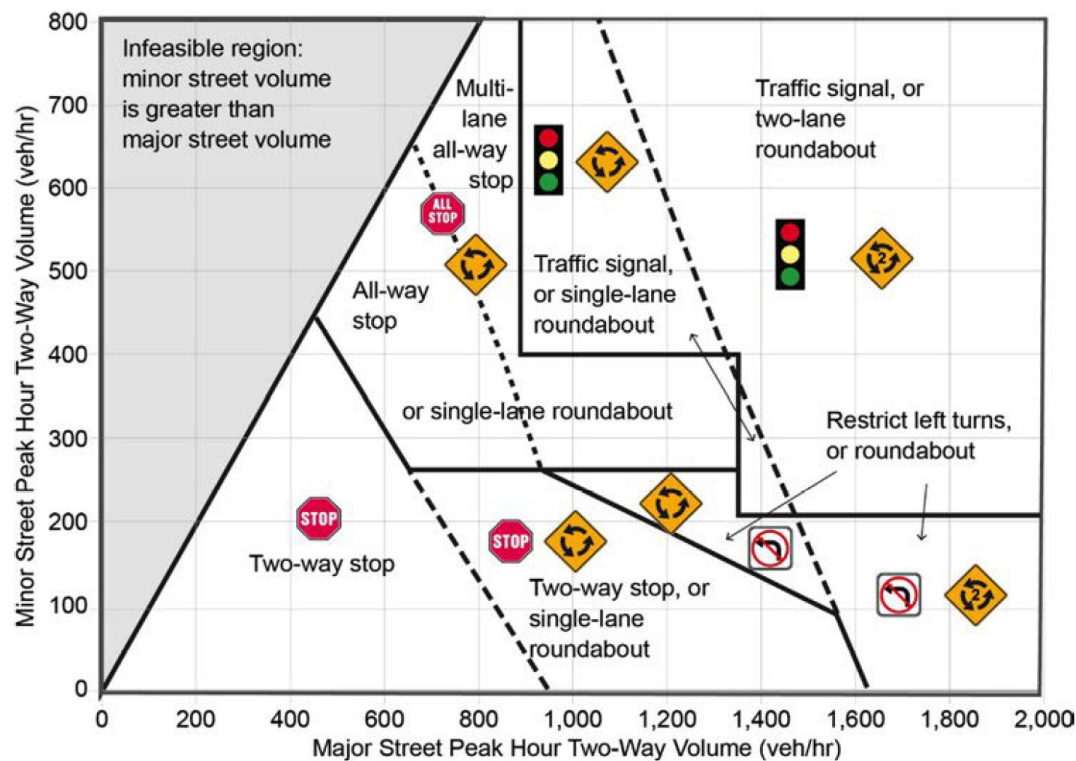
Figure F3. Intersection Control Type by Operation Performance and 50/50 Volume Distribution on Each Street



Source: Reproduced from NCHRP Research Report 1043, Exhibit 8.7

Note: Mini-roundabouts and compact roundabouts are not included in this exhibit. Assumes eighth-highest-hour volumes equal 55 percent of peak hour volumes, peak hour factor equals 0.92, each approach has 10 percent left turns and 10 percent right turns, and each approach is a single lane in the base case. Derived from MUTCD 8-hour signal warrant, MUTCD all-way stop warrant, and HCM methods for two-way stop-controlled intersections and single-lane roundabouts. Source: NCHRP Report 825 (10).

Figure F4. Intersection Control Type by Operation Performance and 67/33 Volume Distribution on Each Street



Source: Reproduced from NCHRP Research Report 1043, Exhibit 8.8

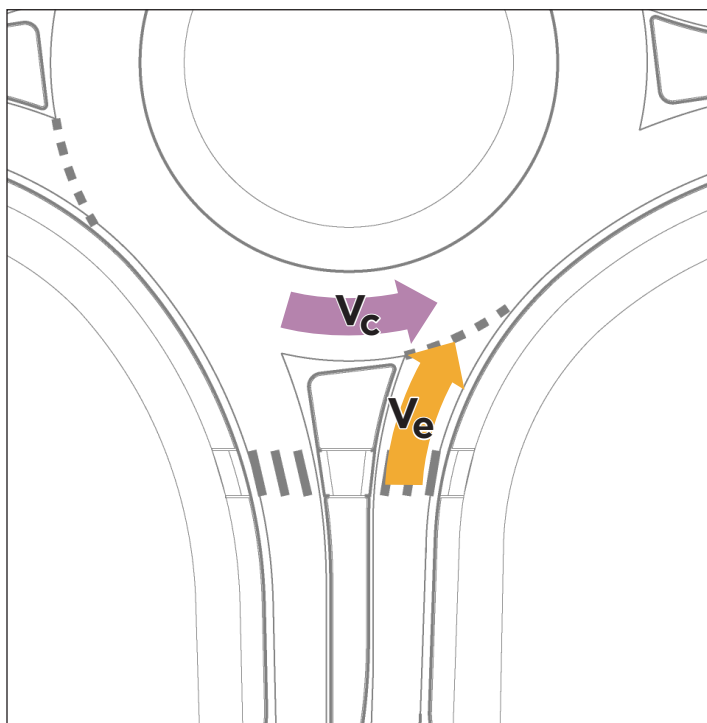
Note: Mini-roundabouts and compact roundabouts are not included in this exhibit. Assumes eighth-highest-hour volumes equal 55 percent of peak hour volumes, peak hour factor equals 0.92, each approach has 10 percent left turns and 10 percent right turns, and each approach is a single lane in the base case. Derived from MUTCD 8-hour signal warrant, MUTCD all-way stop warrant, and HCM methods for two-way stop-controlled intersections and single-lane roundabouts. Source: NCHRP Report 825 (10).

Estimate Capacity Using Peak Hour TMCs

If turning movement count (TMC) data is available, a more detailed analysis may be conducted. Peak hour TMCs record all through and turning movements at each intersection leg during the busiest hour of the day. These TMCs can be used to determine the two relevant traffic flows for each roundabout leg: entering vehicles and circulating vehicles (**Figure F5**). Capacity can be estimated using the volumes of these traffic flows.

In addition, an analyst or designer may use *HCM-7* methodologies or other, more current methodologies, if available.

Figure F5. Traffic Flows at a Roundabout Entry



Source: *HCM-1*

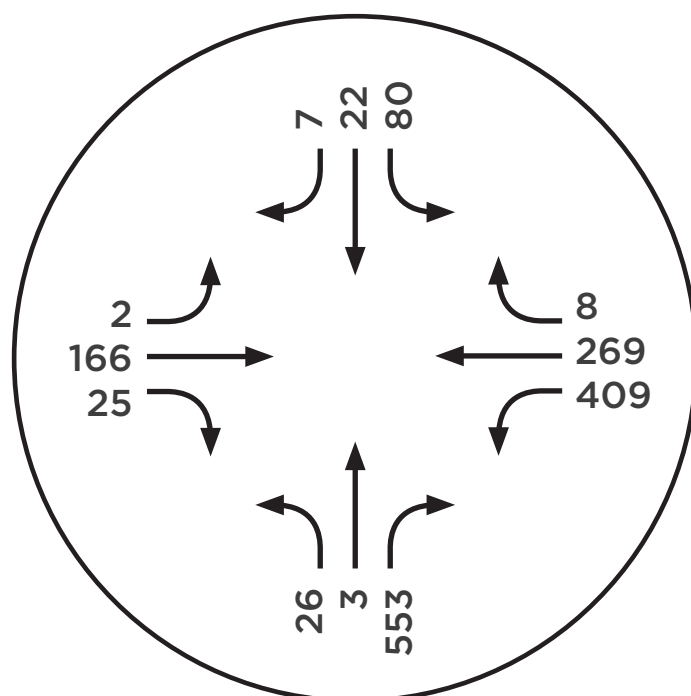
- V_e Entering Volumes
- V_c Circulating Volumes

To estimate capacity using peak hour TMCs, use the following process:

1 Begin with Peak Hour TMCs

Peak hour TMC data will include all through or turning movements for each leg of an intersection during the busiest 60 minutes of a day.

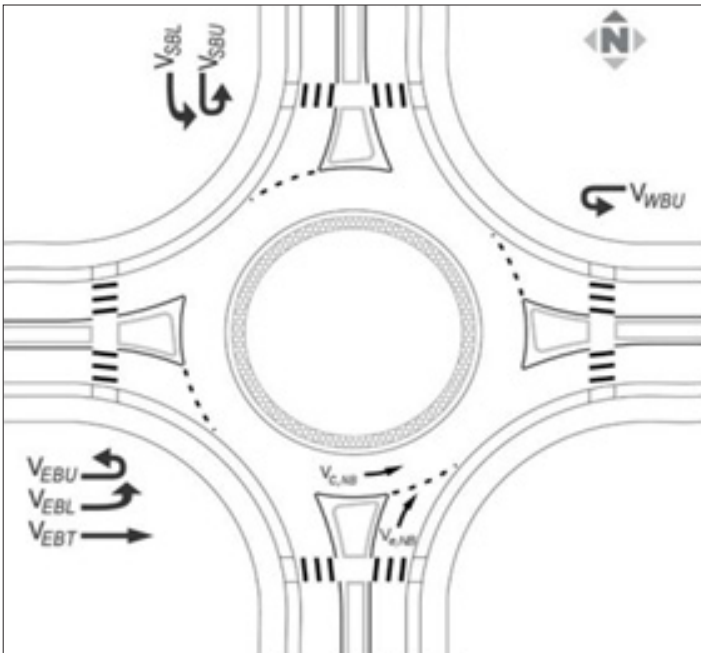
Example:



2 Calculate Relevant Volumes at Entry

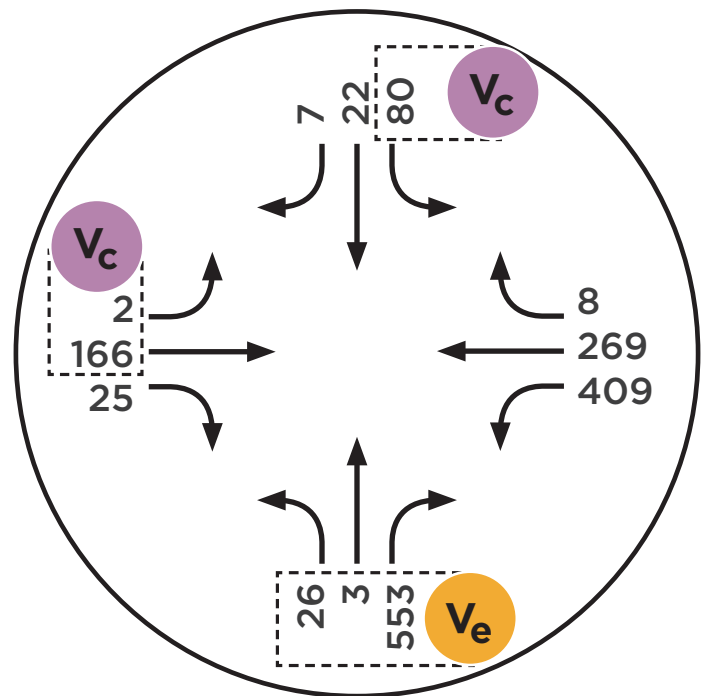
Use the TMCs to calculate the volumes entering (V_e) and circulating (V_c) for one entry leg. To calculate V_c of a selected entry leg, add each of the conflicting through, left, and U-turn movements for that entry (see **Figure F6**).

Figure F6. Calculating Circulating Volumes for South Leg



Source: Reproduced from NCHRP Research Report 1043, Exhibit 8.4 and adapted from HCM-1

Example:



V_e

Entering = $26 + 3 + 553 = 582$ veh/hr

V_c

Circulating = $2 + 166 + 80 = 248$ veh/hr

3

Estimate Capacity

Use **Table F2** and **Figure F7** to calculate roundabout type and number of lanes. For **Table F2**, add V_e and V_c . For **Figure F7**, V_c and V_e will be the x and y axes, respectively.

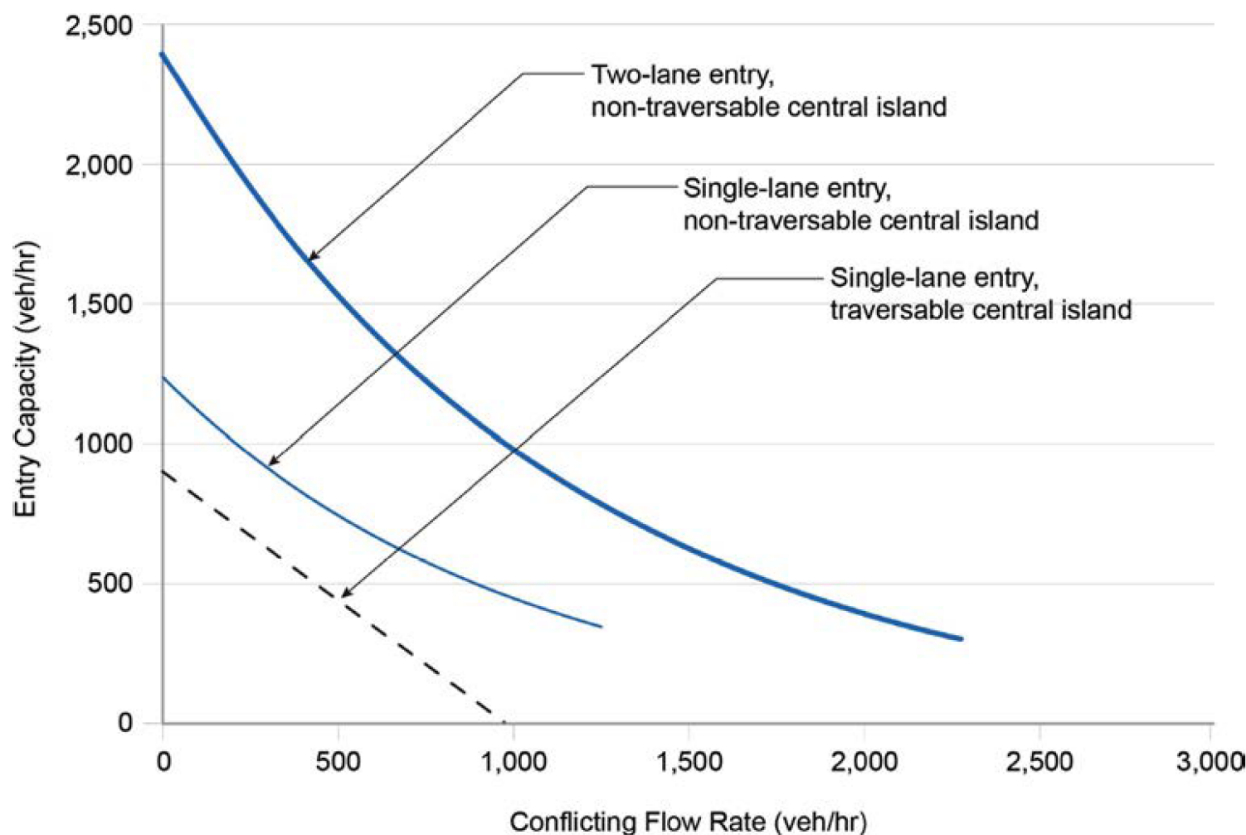
Table F2. Planning-Level Sizing Guide Using Peak Period Volume Thresholds

$V_e + V_c$ Sum of Peak Period Entering and Conflicting Flows (vehicles/hour)	Type of Roundabout and Number of Lanes
700 or less	Single-lane roundabout with traversable or non-traversable central island is likely sufficient.
701-900	Single-lane roundabout with non-traversable central island is likely sufficient; single-lane roundabout with traversable central island may be sufficient.
901-1,300	Single-lane roundabout with non-traversable central island may be sufficient.
1,301-1,600	Two-lane entry into multilane roundabout is likely sufficient; detailed turning movement analysis recommended.
1,601-2,300	Two-lane entry into multilane roundabout may be sufficient; detailed turning movement analysis recommended.
Greater than 2,300	Three-lane entry into multilane roundabout may be sufficient; detailed turning movement analysis recommended.

Source: Reproduced from NCHRP Research Report 1043, Exhibit 8.6

ITEM 17.2.

Figure F7. Planning-Level Practical Capacity Estimates Using Peak Hour Volumes for a Given Entry



NOTE: Practical capacity is assumed to be 90 percent of maximum capacity. Conclusions not valid at planning level for conflicting flow rates above 1,250 veh/hr for a single-lane circulatory roadway and 2,300 veh/hr for a two-lane circulatory roadway. Values beyond these practical limits may be possible, but further analysis is recommended. SOURCE: Derived from HCM (1) and Lochrane et al. (9).

Source: Reproduced from NCHRP Research Report 1043, Exhibit 8.5 Example:

Example:

The sum of peak period entering and conflicting flows is 830. Using **Table F2**, this flow indicates that a single-lane roundabout with a non-traversable central island is likely sufficient and that a single-lane roundabout with a traversable central island (also called a mini roundabout) may be sufficient.

Figure F7 provides a more nuanced view of the nonlinear relationship and provides the same answer: with 456 conflicting vehicles, 582 entering vehicles could be served by a single-lane with non-traversable central island and may be served with a smaller, single-lane entry at a roundabout with a traversable central island. A two-lane roundabout with a non-traversable central island would likely create unused capacity and increase implementation costs.

4

Repeat Calculations for Remaining Legs

5

Compare Estimated Capacities for Each Leg

Use the capacity estimates for each leg to sketch potential lane configurations for the roundabout. Leg capacities may all suggest the same number of lanes for all entries. Sometimes, however, different legs will require different numbers of lanes. When leg capacities are close to the thresholds for different lane numbers, use software to conduct a more detailed analysis.

ITEM 17.2. Determine Desired Level of Mobility

When planning a roundabout (as with any intersection), consider the desired level of mobility, or how easily people and goods can move through an intersection.

Level of Service

One way to assess the mobility of motor vehicles is through level of service (LOS), a qualitative measure of a roadway or intersection's operations. LOS provides a letter grade from A to F to describe the average delay experienced by people in motor vehicles, with A being the best and F being the worst. Delay is measured in seconds per vehicle.

LOS thresholds for roundabouts in the *HCM* are the same as those for other unsignalized intersections. Note, however, that the *HCM* assigns LOS F if the roundabout's volume-to-capacity ratio is greater than 1.0, regardless of control delay. Simply using the LOS grade can obscure important differences in delay. (For instance, the difference between two LOS grades can be a fraction of a second of delay or many seconds.) Instead, prioritize overall average and per-user intersection delay numbers, which reflect conditions more accurately and specifically.

According to the City's existing Circulation Element, the minimum acceptable level of service in Rancho Cordova is LOS D.

Underused Capacity

It's important to balance peak hour needs against all-day needs. Achieving a low level of delay during the peak hour could result in an intersection that is "overbuilt," meaning it is underused for the vast majority of the day and that it generates unnecessary construction and maintenance cost, all while taking up valuable city space that could be used for other purposes. When setting the desired mobility, determine whether the peak hour is concentrated (occurring just 15 or 60 minutes of the day, for example) or if it represents conditions across many hours of the day.

ATTACHMENT 1 Forecast Future Conditions

Roundabouts need to meet the city's capacity needs today and tomorrow. Currently, Rancho Cordova plans for the year 2055.

To generate 2055 volumes, the City uses a modified version of the SACSIM-19 Activity-Based Travel Model from the Sacramento Area Council of Governments (SACOG). (This modified version provides greater roadway and transit network detail and more refined traffic analysis zones in the city and adjacent areas.) This model estimates movement within Rancho Cordova and predicts how city development will interact with land use and transportation across the region.

Future volume projections provided by this model help estimate whether a roundabout will operate within desired mobility targets in the future and the extent to which new development may degrade its operations.

The 2055 land use projections in this model assume that:

- / Residential uses will be fully built out
- / About half of non-residential uses will be built out
- / Areas outside city limits will develop according to SACOG's 2020 *Metropolitan Transportation Plan/Sustainable Communities Strategy* (MTP/SCS) preferred land use assumptions, except in four proposed development areas in Sacramento County adjacent to the City: Cordova Hills, Easton/Glenborough, Mather South, and New Bridge. These areas will develop according to 2055 estimates.

These land use assumptions underpin the 2055 travel forecasts for daily, weekday AM peak hour, and weekday PM peak hour forecasts. These forecasts also account for future transit ridership from planned transit services in Rancho Cordova and surrounding areas, including those partially funded by the Transit Benefit District.

For more on this methodology, see the Rancho Cordova [Nexus Study](#). Contact the City for relevant traffic projections.

ITEM 17.2.

User and Context Considerations

Trucks

The City aims to serve the community’s transportation needs and balance the needs of all roadway users.

Expect Truck Use

Roundabouts that serve trucks must be large enough to accommodate wide turning movements. Due to Rancho Cordova’s strategic shipping location, the City is authorized to designate certain trucking terminals as interstate truck terminals and certain City highways or parts of City highways as terminal access routes for interstate trucks (see Rancho Cordova Municipal Code 10.41). However, some very large trucks—called STAA trucks or extralegal trucks—are restricted in where they can travel in Rancho Cordova. **Figure F8** illustrates where STAA trucks may travel. Smaller trucks, including the California legal trucks, are not restricted within the city. (For more, check out Caltran’s [quick guide to truck lengths and routes](#).)

Therefore, for roundabout planning purposes, start by assuming a given intersection will be used by California Legals (in addition to smaller trucks) unless it is on a designated restricted route. The particular right- or left-turning movements needed for those trucks can be vetted with the City.

ATTACHMENT 1

Determine and Draw ICDs

To accommodate trucks at a roundabout, begin with an inscribed circle diameter (ICD) that will meet the needs of the intended design vehicle (the largest trucks expected to use the route, although infrequently). A roundabout should be designed so that these trucks can navigate the circle while remaining in their lanes and avoiding curbs.

To determine an ICD range consult **Table F3**, which summarizes common inscribed circle diameter ranges by design vehicle and roundabout type. These values are not prescriptive but provide a good starting point for developing a design (assuming a four-leg intersection with roughly perpendicular approaches).

What is an ICD?

An inscribed circle diameter, or ICD, is the outer diameter of the roundabout. This measurement includes the center island and the width of the circulating travel lanes.

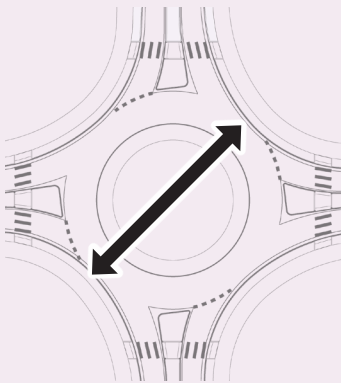


Table F3. Common Inscribed Circle Diameters

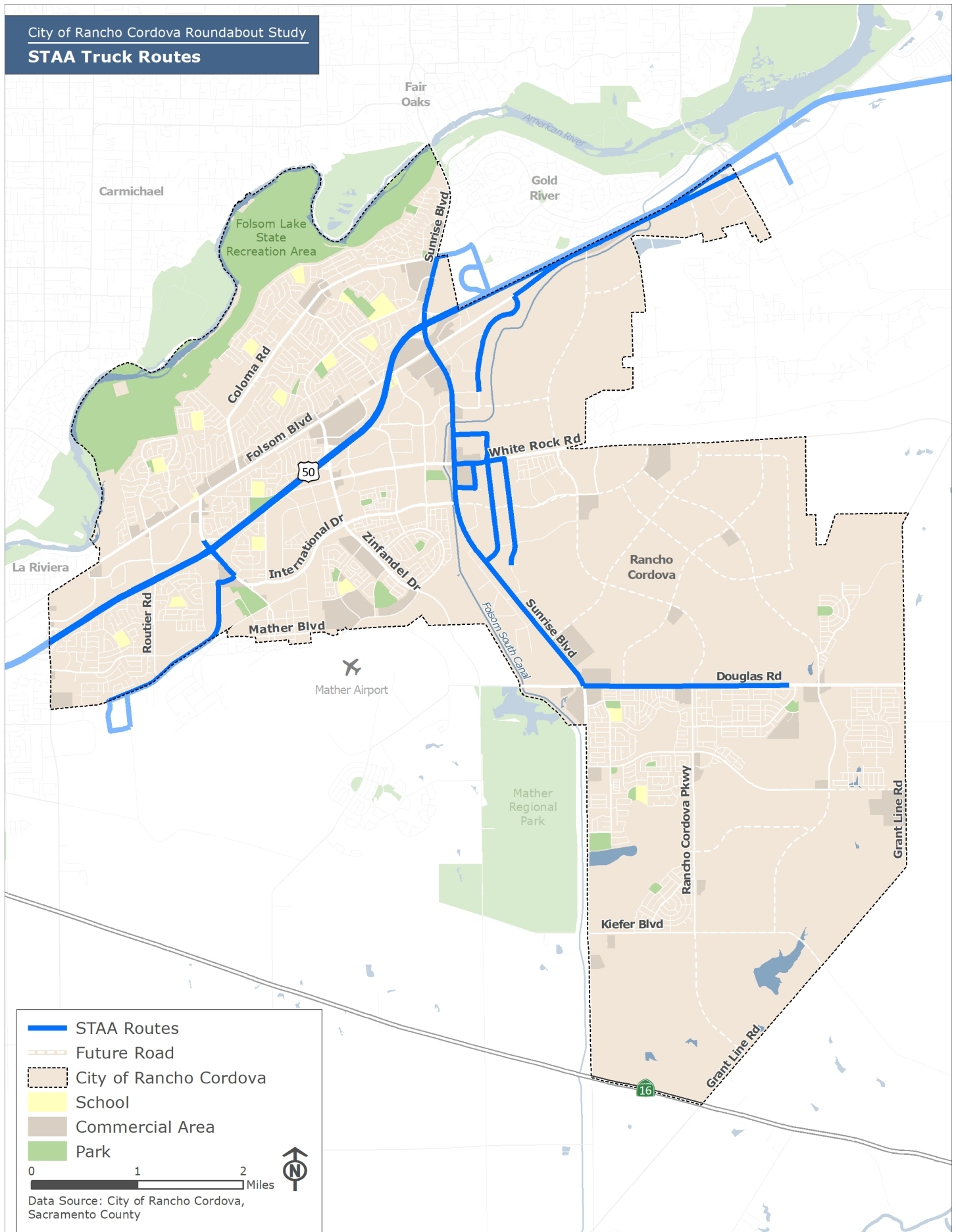
Roundabout Configuration	Typical AASHTO Design Vehicle	Common ICD Range ³
Single-lane roundabout with a non-traversable central island	BUS-40	90–120 ft
	WB-40	100–130 ft
	WB-62 or WB-67	120–180 ft
Two-lane roundabout ⁴	WB-40	135–160 ft
	WB-62 or WB-67	140–180 ft

Source: NCHRP Research Report 1043, Exhibit 10.3

3 Assumes 90-degree angles between entries and no more than four legs. This list of possible design vehicles is not comprehensive.

4 Common ICD ranges depend on whether the design vehicle will straddle or stay in-lane. These ranges do not account for special, oversized, or overweight vehicles.

Figure F8. Rancho Cordova STAA Truck Routes



ITEM 17.2.

Next, use this information to sketch a roundabout layout with an ICD in the appropriate range for the given design vehicles. Then use available software to test whether the design vehicle can make turning movements with the selected roundabout size. Typically, right turns will be the most constrained in entries and exits, and left turns will determine truck apron requirements around the central island. Design vehicle turning paths may be tested even at a sketch level to establish geometry before further details are developed.

For larger trucks that may occasionally but infrequently use an intersection, first consider adapting geometry to provide for required movements. If necessary, provide reinforced mountable curbs and external truck aprons in strategic locations. For more on roundabouts and trucks, see *NCHRP Research Report 1043*, Sections 9.7 and 10.5.

Walking and Bicycling

With their ability to slow vehicle speeds, roundabouts can play an important role in creating safe and comfortable space for people to walk and bicycle.

To properly incorporate pedestrians and bicyclists in roundabout plans and designs, consult facility design recommendations in the *Bicycle Master Plan* and other City design standards. Roundabouts, like any other intersection, should be planned and designed to provide adequate mobility for people walking and biking and can be designed to provide the same quality of service as the approaching roadways.

In California, bicycle facilities are defined by four types as described in the Caltrans *Highway Design Manual*:

- / **Class I: Bike Paths, Shared Use Paths, or Sidepaths** provide a completely separated facility for the exclusive use of bicyclists and pedestrians. These facilities have minimal or no conflicts with motor vehicle traffic.
- / **Class II: Bike Lanes** are on-street bikeways that provide a dedicated right-of-way for bicycles. These facilities may include painted buffers, but they are not physically separated from vehicle travel lanes.
- / **Class III: Bike Routes or Bicycle Boulevards** are shared right-of-way with motor vehicles and are designated by signs or permanent markings.
- / **Class IV: Separated Bike Lanes or Cycle Tracks** provide physical separation from motor vehicle traffic through grade separation,

ATTACHMENT 1

flexible posts, planters, on-street parking, or other strong physical barriers.

Roundabouts, like other intersections, may provide a similar level of separation, quality of service, and comfort as their approaching roadways. For example:

- / Where a Class I path is provided or planned for an approaching roadway, the roundabout should provide a ramp to a Class I path outside the roundabout to separate bicyclists from motor vehicles traveling through the circulatory roadway.
- / Where an approaching roadway has Class II bike lanes, the roundabout should provide a ramp to a multiuse path or separated bike lane to separate bicyclists from motor vehicles in the circulatory roadway.
- / Where the approaching roadway volumes and speeds are appropriate for a Class III route, the roundabout could provide a shared-lane for bicyclists.
- / Where the approaching roadway has Class IV bike lane, the roundabout should provide a multiuse path or separated bike lane to separate bicyclists from motor vehicles traveling through circulatory roadway.

Table F4 summarizes the relationship between bicycle infrastructure on an approaching roadway and the comparable facility through a roundabout. See the following subsection for more information on accommodating bicycle lanes at roundabouts.

Table F4. Roundabout Bicycle Facility Type by Approaching Class

Approaching Bike Infrastructure	Comparable Provision at Roundabout
Class I	Multiuse path or separated bike lane
Class II	Multiuse path or separated bike lane
Class III	Shared lane with motor vehicles
Class IV	Separated bike lane

ITEM 17.2.
Accommodate Bike Lanes

At roundabouts with pedestrian and bicycle facilities, the area outside the traveled way will need to be wider than those without them. The resulting intersection footprint will be larger.

To accommodate shared use paths at the planning level, add 28 feet to the ICD for a single lane roundabout and 32 feet for a multilane roundabout. These ranges assume 4-foot landscape buffers, 10-foot paths for a single-lane roundabout, 12-foot paths for a multilane roundabout.

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To accommodate a sidewalk and a separated bike lane at the planning level, add 40 feet to the ICD. This extra width for a separated bike lane and sidewalk assumes 6-foot sidewalks, 4-foot landscape buffers, and a 10-foot separated bike lane.

To determine the total ICD for a roundabout with pedestrian and bicycle facilities according to different design vehicles, use Table F5 and Table F6. These are by no means the only suitable sizes for roundabouts; they are simply a reasonable starting point for estimating spatial needs, given certain characteristics and assuming a four-leg intersection with roughly perpendicular approaches.

Table F5. Footprint Sizes for Roundabouts with Pedestrian and Bicycle Facilities—AASHTO WB-62 or WB-67 Design Vehicle

Roundabout Type	Sidewalk Only	Shared Use Path	Separated Bicycle Lanes
Single Lane	150 + 20 = 170 feet	150 + 28 = 178 feet	150 + 40 = 190 feet
Multilane	N/A	165 + 28 = 193 feet	165 + 40 = 205 feet

Table F6. ICDs for Roundabouts with Pedestrian and Bicycle Facilities—City Bus Design Vehicle

Roundabout Type	Sidewalk Only	Shared Use Path	Separated Bicycle Lanes
Single Lane	100 + 20 = 120 feet	100 + 28 = 128 feet	100 + 40 = 140 feet
Multilane	N/A	150 + 28 = 178 feet	150 + 40 = 190 feet

ITEM 17.2. Locating and Designing Crossings

Crosswalk placement is a balancing act. Practitioners often must reconcile competing design objectives, such as:

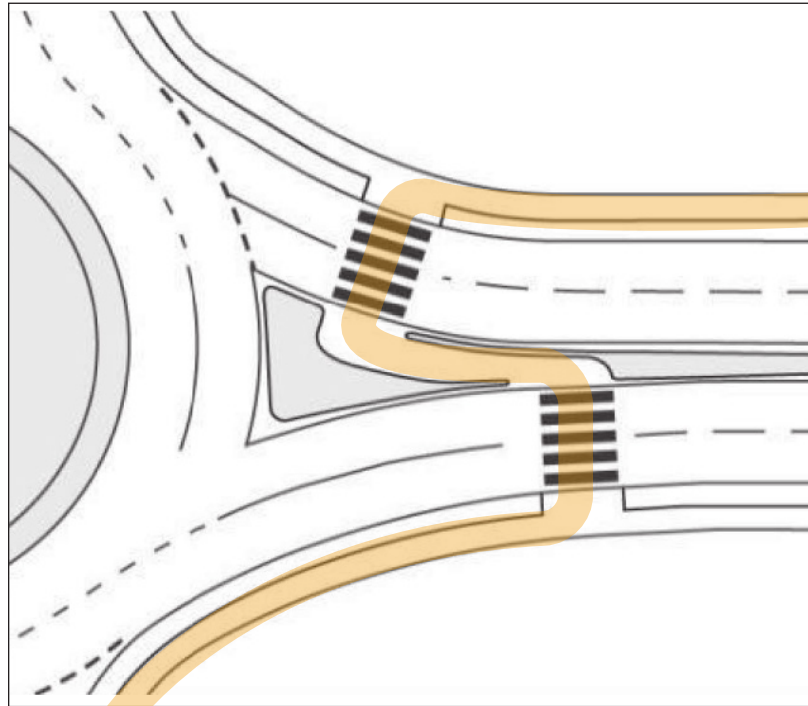
- / **Pedestrian convenience**—People walking naturally look for the shortest path between their origins and destinations. The farther a crossing is from the roundabout, the more likely pedestrians are to choose a shorter route that is not provided by the design. Often times, that shorter route increases their exposure and crash risk.
- / **Pedestrian safety**—Minimizing crossing distance decreases pedestrian crash risk. Because roundabouts typically have flared entries, a location 20–25 feet back (about one car length) from the entrance provides a shorter crossing than one closer to the circulatory roadway. This setback location separates the pedestrian crossing from any vehicular conflict points and allows drivers to focus exclusively on each conflict, rather than on both simultaneously.
- / **Driver stopping or yielding**—Pedestrian crossings affect roundabout operations because drivers must yield or stop for crossing pedestrians. A queuing analysis may reveal that an exit crossing should be located more than one car length away from the circulatory roadway to avoid a backup. However, that placement must be balanced against pedestrian convenience and safety needs.

Most roundabout crossings are located at least 20 feet (about one car length) back from the circulatory roadway. In some cases, crossings are located two or three car lengths on the exit. If an exit crossing is farther away from the roundabout than the typical one-car length, a two-stage crossing can be provided to accommodate staggered crossing distances with a closer entrance crossing and farther exit crossing (see **Figure F9**).

Regardless of a crossing's location, a two-stage crossing with an accessible refuge in the median splitter island simplifies crossing and improves safety for pedestrians (see **Figure F10**).

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Figure F9. Roundabout with Staggered Crosswalk



Source: NCHRP Research Report 834, Figure 4-4

Figure F10. Two-Stage Crossing Example



Source: Lee Rodegerdts, NCHRP Research Report 1043, Exhibit 14.14



Source: Kittelson & Associates, Inc.

Roundabouts and Accessibility

Roundabouts can be designed to be safe and accessible for all people walking.

NCHRP Research Report 834 provides principles and checks for designing roundabouts that are accessible for people with low vision and that promote safe conditions for all people walking. The report includes an assessment that designers can use to evaluate whether a roundabout design provides accessible crossings. The assessment asks a series of questions related to the two tasks a pedestrian must complete to navigate an intersection:

- / **Wayfinding**—Locating the crosswalk, aligning to cross, and maintaining correct heading while crossing the street.
- / **Crossing**—Deciding when to cross the street.

The report also provides direction on how to thoughtfully design the following elements which contribute to creating accessible crossings:

- / Crosswalk location and angle
- / Sidewalk alignment
- / Buffering the outer edge of the sidewalk
- / Detectable warning and guidance surfaces
- / Curb ramp location and design
- / Crosswalk markings
- / Median splitter island design
- / Type, location, and accessibility of traffic control devices
- / Signing and markings

For an example roundabout design accessibility assessment, see *NCHRP Research Report 1043*, Appendix A.7

ITEM 17.2. Multilane Crossings

Multilane crossings are more complicated than single-lane crossings and can present greater exposure for people walking. As of September 2023, the United States Access Board has issued a final rule on the [Public Right-of-Way Accessibility Guidelines](#) (*PROWAG*), which provides minimum guidelines for implementing the Americans with Disabilities Act (ADA) of 1990 for public rights-of-way.

With the final rule, multilane roundabouts are required to implement at least one of the following four pedestrian treatments to make the crossings accessible for people who are blind or have low vision:

- / **Traffic control signal with pedestrian signal head**—A signal displays red-yellow-green indications to drivers and rests in green. A pedestrian signal head displays “Walk” and flashing “Don’t Walk” phases for crossing pedestrians. Signals should be sufficiently offset from the entry yield sign to prevent users from being confused by two traffic controls.
- / **Raised crosswalks**—A raised crosswalk refers to an elevated crossing area relative to vehicular travel lanes, with the full crosswalk width raised (as opposed to a narrower speed bump or hump). Elevating crossing areas forces drivers to slow down and improves driver yielding (**Figure F11**). Raised crosswalks can be paired with other treatments (typically RRFBs).

Figure F11. A Raised Crosswalk with RRFBs



Source: Jonathan French, *NCHRP Research Report 1043, Exhibit 11.15*

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- / **Rectangular rapid flashing beacons (RRFBs)**—These push-button activated signs use flashing yellow lights to alert drivers to pedestrians or bicyclists waiting to cross the roadway (**Figure F11**). RRFBs improve driver yielding and are typically used for multilane roundabouts. Adding audible messages helps people who are blind or have low vision navigate the crossing.
- / **Pedestrian hybrid beacons (PHBs)**—Typically mounted on mast arms, PHBs use a series of colored lights to signal drivers to stop for pedestrians. Until the device is activated, the lights are dark. When activated, the beacon flashes yellow then turns solid yellow. During the pedestrian walk interval, the lights are solid red. During the pedestrian clearance interval, the lights alternate flashing red. PHBs also signal “Walk” and “Don’t Walk” to pedestrians and can be coordinated with other traffic control devices at adjacent intersections. An audible message like “Wait” or a percussive tone during the “Walk” phase may help pedestrians who are blind or have low-vision navigate the crossings.

The *PROWAG* final rule also provides for equivalent facilitation: alternative designs are allowed so long as they “result in substantially equivalent or greater accessibility and usability than the requirements.”⁵ Although this suggests a performance measure to compare and evaluate relative performance, no metric is provided. *NCHRP Research Report 1043*, Appendix A.6 contains more information on applying these treatments, including a potential evaluation measure.

Careful consideration should be applied when selecting crossing treatments at multilane roundabouts.

⁵ *PROWAG*, R102.1, <https://www.federalregister.gov/documents/2023/08/08/2023-16149/accessibility-guidelines-for-pedestrian-facilities-in-the-public-right-of-way>.

Transit

Transit plays an important role in Rancho Cordova's transportation network. Access to transit is critical for many residents, particularly those from groups more likely to rely on transit for their everyday needs, including people from low-income households, historically underserved communities, and marginalized backgrounds.

Two critical elements of designing roundabouts for transit are a) sizing to allow buses to travel in lane (*not* using truck aprons), and b) locating bus stops to balance access convenience with traffic and service efficiency.

Planning for SacRT

The Sacramento Regional Transit District (SacRT) is the regional transit service provider, and their buses will travel through roundabouts in Rancho Cordova. SacRT representatives played a key role in developing these guidelines and advising on key transit considerations.

When planning for transit at roundabouts, use the following guidance:

- / Design roundabouts to serve buses fully within the circulatory roadway (rather than relying on the use of a truck apron) to avoid jostling bus occupants.
- / Consult the [SacRT Bus Stop Improvement Plan](#) to determine the recommended bus stop improvements, design recommendations, and amenities recommended for the location. Corridors cited in that plan include Coloma Road, Kilgore Road, Lincoln Village Drive, Rockingham Drive, and Routier Road.
- / Consult the latest SACOG plans to determine intended future bus service and stop locations along project corridors.
- / Bus stops should not be located within the circulatory roadway. Placing stops as close to pedestrian crossings as possible minimizes out-of-direction travel. Place these stops either at nearside (on entry) or far side (on exit), using the considerations in **Table F7**.

For more on these plans, see the [SacRT Bus Stop Improvement Plan](#) and the SACOG Transit Improvement Plan.

Schools

Well-designed roundabouts can help make transportation around schools safer and more efficient for everyone. Safety near schools is a top concern for the City and for constituent schools, including Elk Grove Unified School District, Folsom Cordova Unified School District (FCUSD), Sacramento City Unified School District, and area private schools. As key stakeholders in projects near schools, FCUSD has identified the following priorities that are appropriate to consider for all projects near schools:

- / **Pedestrian Crossing Safety**—A number of design checks can be used to promote safety and comfort for pedestrians—including school-age children—crossing at roundabouts (see “Multilane Crossings” on page 79). FCUSD has expressed interest in supplemental crossing treatments like raised crosswalks and PHBs, the suitability of which can be determined on a case-by-case basis. In some cases, schools may request post-implementation evaluation to determine if additional interventions (such as additional signage or RRFBs) are desirable.
- / **Landscape and Plant Height**—To provide adequate sight distance, landscape and plants should be maintained to meet the sight distance checks conducted as part of typical roundabout design. (For more detail on roundabout sight distance and landscaping, see NCHRP Research Report 1043, Chapters 9 and 14.) A maintenance agreement can provide a framework to keep landscape features compliant with sight distance needs.

Table F7. Bus Stop Location Considerations

Nearside	Far Side
In-lane stops on a single-lane approach just upstream of the pedestrian crossing are well located but stop traffic temporarily to board and alight passengers. On multilane approaches: • An in-lane bus stop may allow for the “multiple-threat” condition in which the bus stops for pedestrians crossing but an adjacent driver does not see the pedestrian. • A bus pullout avoids the “multiple threat,” but buses existing the pullout may further obstruct visibility between pedestrians and entering traffic.	Bus stops located just beyond the pedestrian crossing improve the visibility of crossing pedestrians, who cross behind the bus. Bus pullouts reduce the potential for vehicles to queue into the roundabout when the bus stops to board and alight passengers.

Application

The process outlined in this section provides a blueprint that City staff can use to identify, plan, and implement roundabouts for future developments.

Identify Development Area

Identify potential areas early on in the parcel acquisition, subdivision, and development process. This increases the number of available opportunities for implementation before site and off-site improvement plans lock in constraints.

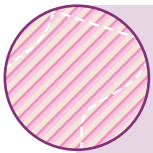
To identify roundabout opportunities in upcoming areas, use **Figure F12**. Consider all future intersections of roadways with functional classifications of collectors and above and with fewer than six lanes.

This map categories Rancho Cordova areas into two area types:



No tentative maps approved. These areas have the fewest constraints and the most potential for roundabouts. Intersections in these areas that meet the functional classification and lane criteria can proceed through the screening process explained in the following section.

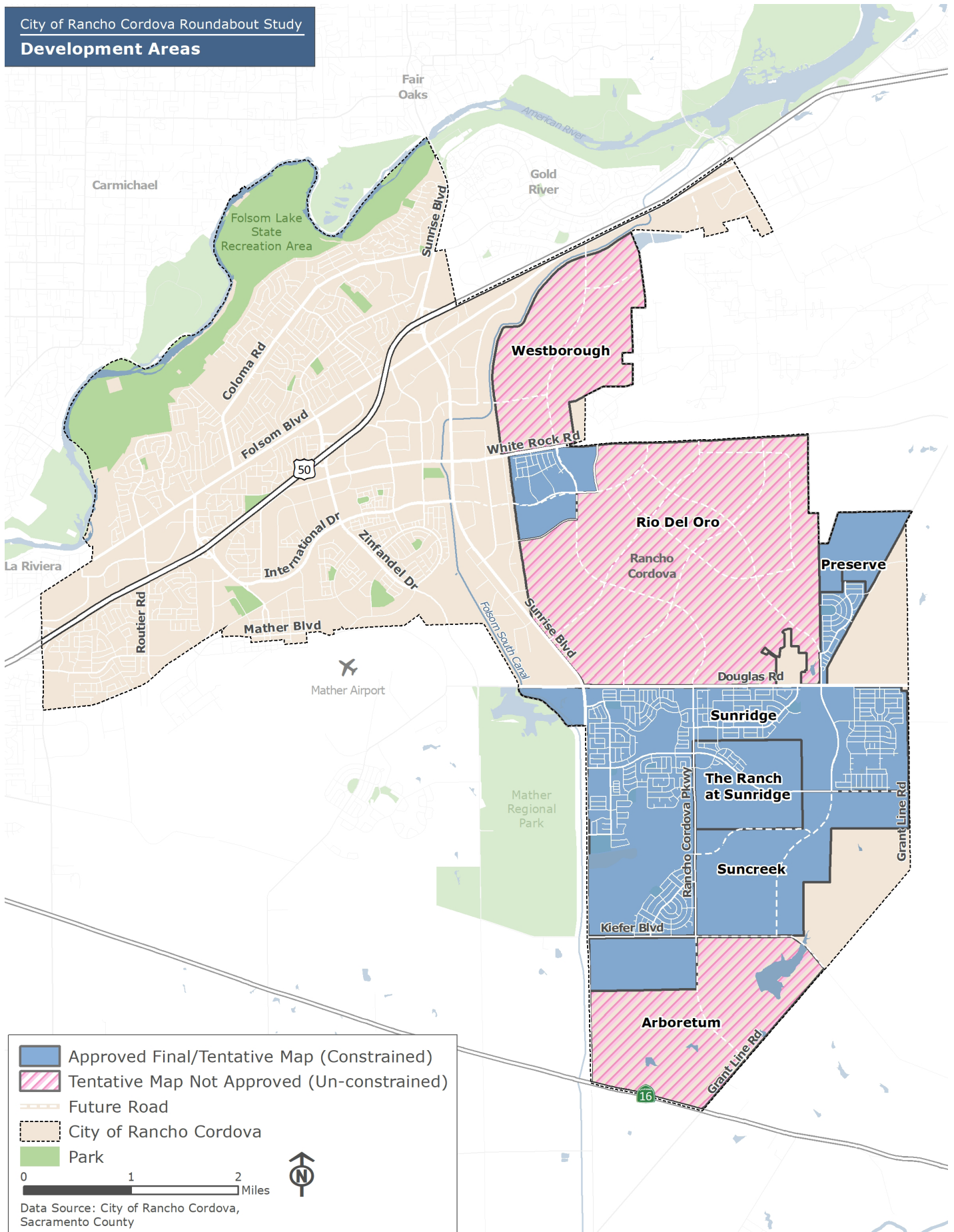
Local examples: Arboretum and Westborough



Approved final or tentative maps. These areas are well on their way to development and have the most constraints. Given those constraints, these areas are unlikely to have as much roundabout potential. Nevertheless, City staff should engage in discussions with developers as early as possible. Intersections in these areas can be evaluated using the screening process in the following section.

Local example: The Ranch at Sunridge

Figure F12. Roundabout Opportunity Areas by Land Constraints



ITEM 17.2. Screen Potential Locations

To identify future locations for roundabouts, use the following three-step screening process:

Step 1: Assess Capacity and Number of Lanes

- A/ Determine the anticipated lane arrangement (single lane or multilane) according to existing and anticipated traffic volumes and the planned number of lanes on the intersecting roadways.

To determine appropriate analysis volumes, either modify existing count data or refer to the model. Existing count data will likely be unavailable for greenfield development locations. In those cases, refer to the City's travel demand model to determine traffic volumes for the appropriate analysis year. The model will provide daily or peak-hour bidirectional volumes. If necessary, methods are available to estimate turning movement volumes from model link volumes.

More information on converting model link volumes to turning movement counts is beyond the scope of this document but is available in [*NCHRP Research Report 765: Analytical Travel Forecasting Approaches for Project-Level Planning and Design*](#) (2014).

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Step 2: Test Roundabout Size

- A/ Select the appropriate design vehicle based on functional classification, roadway ownership, and existing or planned transit service.
- B/ Identify the appropriate inscribed circle diameter (ICD) range to test based on the number of lanes and the design vehicle.
- C/ Identify additional width needed for existing and planned pedestrian and bicycle facilities according to the Active Transportation Plan or other relevant planning documents and data. For City planning documents and data, visit <https://data-ranchocordova.opendata.arcgis.com/>.

Step 3: Develop Footprint Sketch

- A/ Overlay circles with the widths from steps 2B and 2C on aerial imagery. Include right-of-way and building lines.
- B/ Assess this sketch for the feasibility of implementing a roundabout based on the following factors: potential right-of-way impacts, building impacts, topographical challenges, and impacts to roadway configuration. Note that this feasibility sketch is based on the expected width of the circular portion of the roundabout and does not include potential right-of-way impacts of the approaches.

Sample Application: Rio Del Oro

To see the roundabout prioritization process in action, review the following test case in Rio del Oro. The Rio Del Oro Plan Area includes 3,828 acres in Rancho Cordova south of White Rock Road, east of Sunrise Boulevard, and north of Douglas Road (just east of Mather Airport). At the time of the 2016 plan, the land was predominantly used for mining and grazing. The *Rio Del Oro Specific Plan* was intended to present a balanced, mixed-use community consistent with the City's General Plan. This Rio del Oro test case shows the process to screen potential locations early in the entitlement process; it does not reflect final roundabout locations.

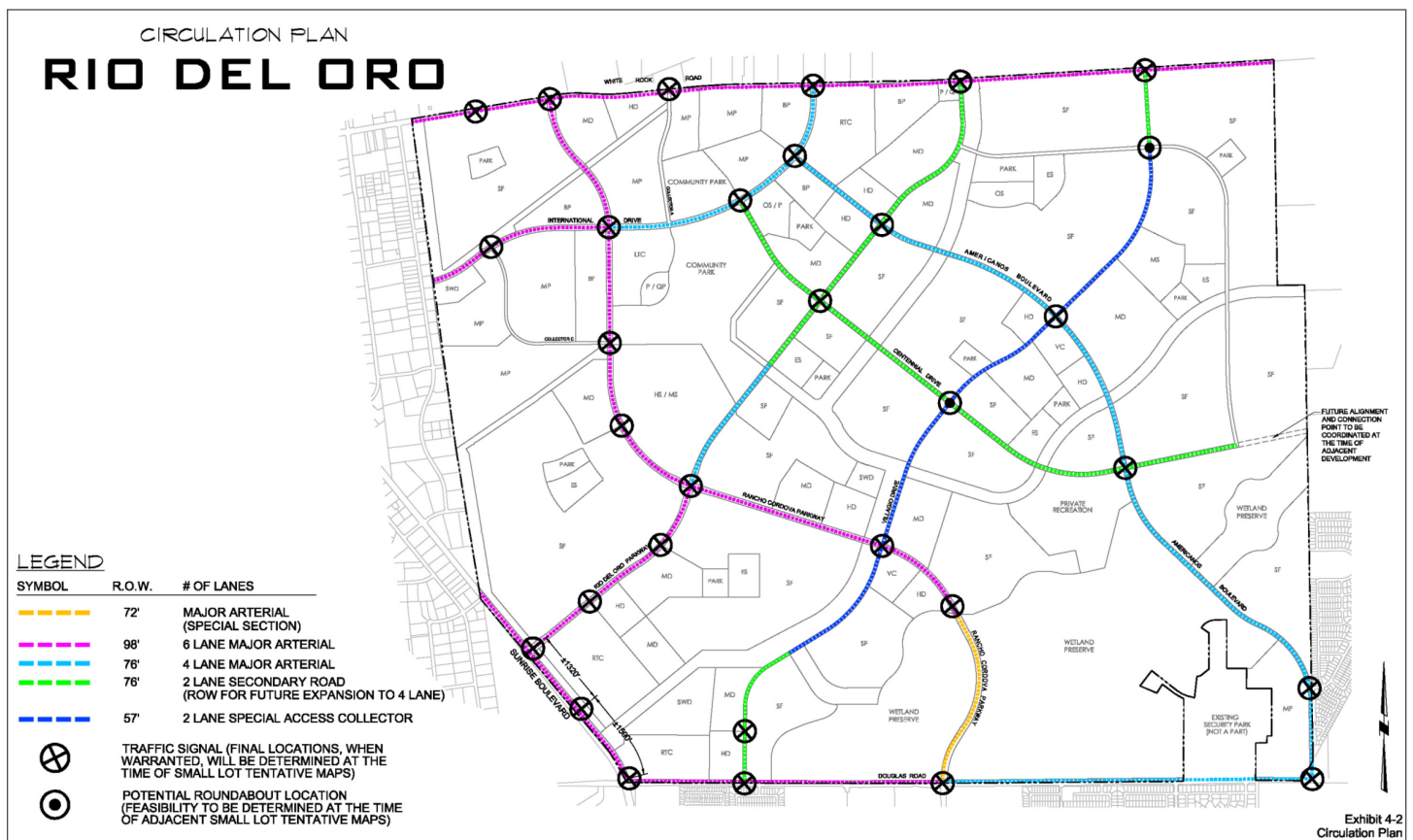
Step 1: Assess Capacity and Number of Lanes

To determine the number of lanes, we tested intersections identified in the published Rio Del Oro Circulation Plan (**Figure F13**). All of the intersections were on collectors and above. Some of the roadways are six lanes today, and some are planned to be six lanes. We used preliminary testing to understand whether those lanes could be reduced and better served with a roundabout.

- A/ Determine whether a single or multilane roundabout is appropriate according to traffic volumes and the number of lanes on the intersecting roadways.

We used SACSIM future model volumes, which provide annual average daily traffic (daily, two-way volumes). From those numbers, we estimated daily total entering vehicles and compared the future volume estimates to the planning-level daily Intersection volumes in **Figure F2**.

Figure F13. Rio Del Oro Intersections Tested



Source: Rio Del Oro Specific Plan

Step 2: Test Roundabout Size

A/ Select the appropriate design vehicle based on functional classification, roadway ownership, and existing or planned transit service.

Because all intersections in Rio Del Oro are expected to serve trucks, we selected an AASHTO WB-67 as the design vehicle.

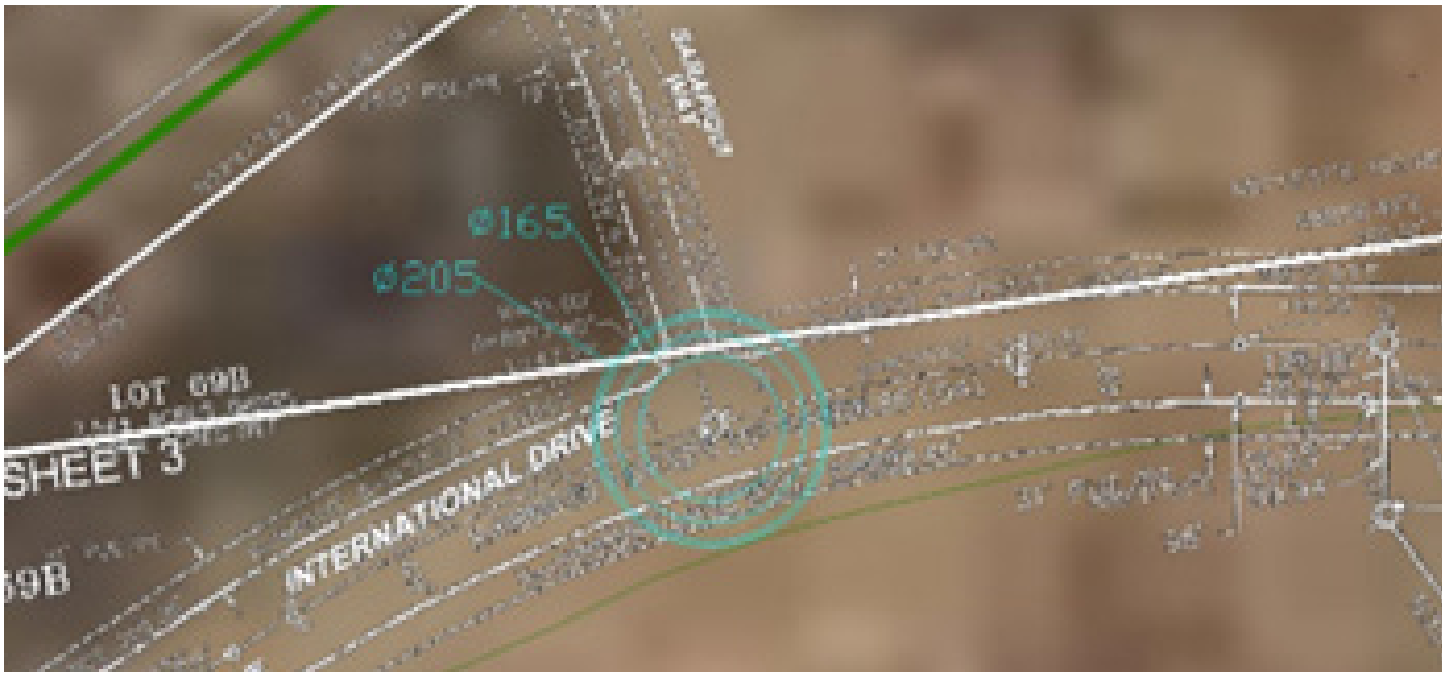
B/ Identify the appropriate inscribed circle diameter (ICD) range to test based on the type of roundabout and the design vehicle.

We selected single-lane and multilane roundabouts with ICDs of 150 feet and 165 feet, respectively, to provide for WB-67 design vehicles.

C/ Example Footprint Selection

We used the Bicycle Master Plan to identify where bike lanes and paths were proposed. We added appropriate buffer distances to the ICDs and determined the appropriate total footprint for each intersection. The resulting footprint estimates ranged from 170 to 205 feet. **Figure F14** shows single-lane and multilane footprints at two different roundabout locations in Rio del Oro.

Figure F14. Rio Del Oro Sample Footprints



This location was tested as a multilane roundabout with a 165-foot ICD and a 205-foot total footprint. The roundabout was overlaid over an existing development plan where—as this aerial shows—there are potential constraints.

Step 3: Develop Footprint Sketch

A/ Overlay circles with the widths from steps 3 and 4 on aerial imagery. Include right-of-way and building lines.

To determine feasibility, we overlaid the ICD footprint on a GIS map of planned roadways in Rio Del Oro and a plan-set development along the Rancho Cordova Parkway corridor (**Figure F15**).

B/ Assess this sketch for the feasibility of implementing a roundabout based on the following factors: potential right-of-way impacts, building impacts, topographical challenges, and impacts to roadway configuration. For example, assess whether the roadway would need to be reconfigured to match the number of lanes through the roundabout. Note that this feasibility sketch is based on the expected width of the circular portion of the roundabout and does not include potential right-of-way impacts of the approaches.

This high-level exercise revealed that this particular intersection would be a challenge to implement due to committed right-of-way within the footprint.

We repeated this exercise for all test intersections in Rio del Oro, and the result was a map of prospective roundabout locations, organized by number of lanes and feasibility (**Figure F16**).

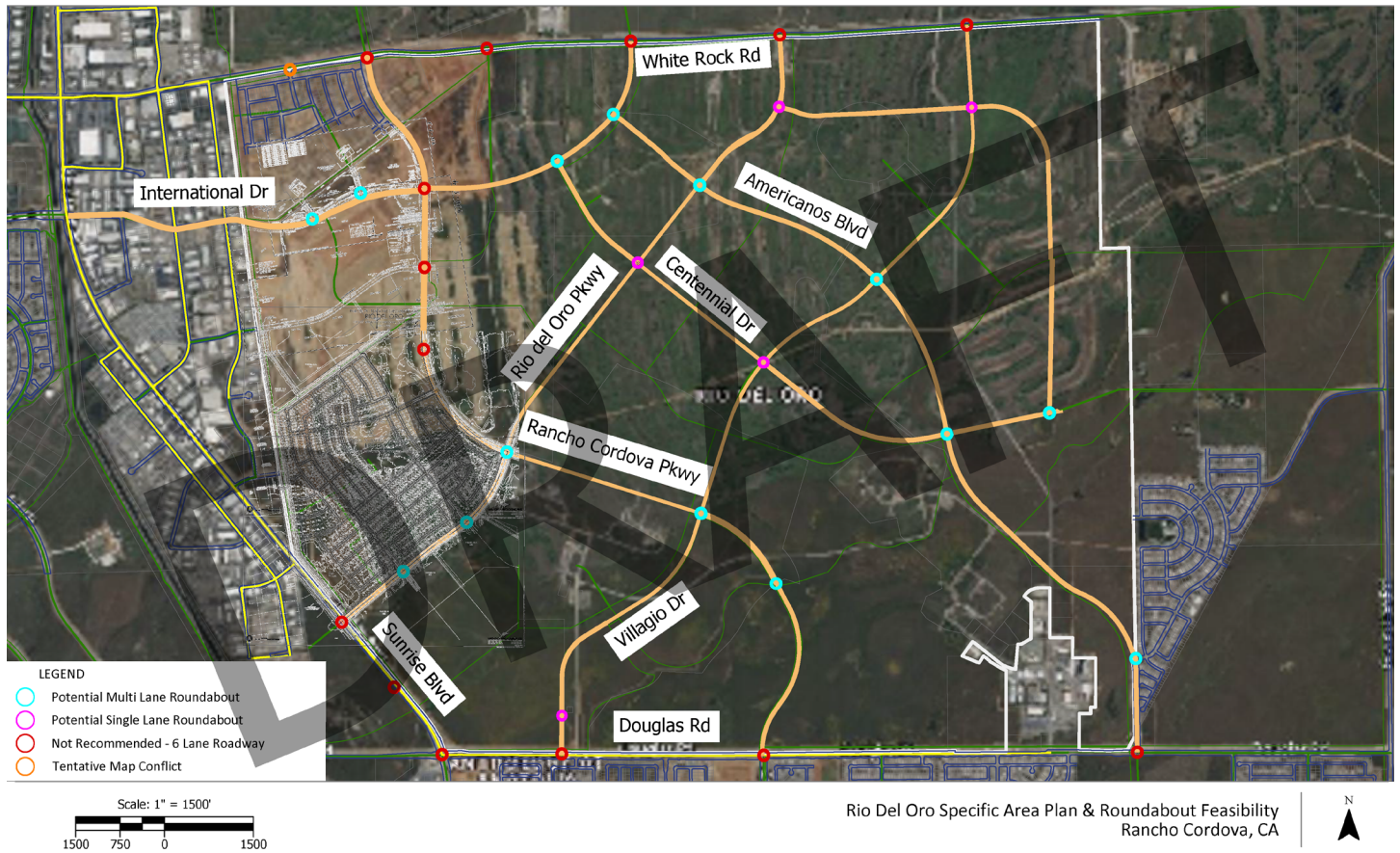
Out of 34 locations we identified 5 potential single-lane roundabouts and 14 potential multilane roundabouts.

We ruled out 15 locations, one for having a tentative map conflict (according to constraints of development currently underway) and 14 for being on existing six-lane roadways.

Figure F15. Roundabout Footprint and Potential Parcel Conflict



Figure F16. Resulting Assessment of Possible Roundabout Locations



Note: This Rio del Oro test case shows the process to screen potential locations early in the entitlement process; it does not reflect final roundabout locations.



MEMORANDUM



ITEM 17.3.

DATE: March 4, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 38-2019-2 WITH ROUSH LANDSCAPE SERVICES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2024, TO JUNE 30, 2026, RESULTING IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$2,396,000 TO AN AMOUNT NOT TO EXCEED \$3,404,600 FOR CONTINUED LANDSCAPE MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 38-2019-2 with Roush Landscape Services for landscape maintenance services. The Amendment would extend the Contract term from June 30, 2024, to June 30, 2026, resulting in an increase to the Contract amount from \$2,396,000 to an amount not to exceed \$3,404,600 for continued maintenance services.

BACKGROUND

In June 2019, the City entered into an agreement with Roush Landscape Services (Contract No. 38-2019) to provide landscape maintenance services. The Contract covers routine landscape maintenance activities of city-owned and maintained parcels, including turf mowing and edging, tree and shrub pruning, irrigation system maintenance, fertilization, and litter and weed control. The scope also includes maintenance of landscaped areas at the four light rail stations in Rancho Cordova as part of the ongoing maintenance agreement with the Sacramento Regional Transit District.

Contract Amendment No. 38-2019-1 was executed on April 28, 2021, which included, adding, revising, and removing areas from the scope of work and did not alter the contract term or the contract total.

City staff recommends the approval of Contract Amendment No. 38-2019-2 with Roush Landscape Services to extend the contract term from June 30, 2024, to June 30, 2026, resulting in an increase to the Contract amount from \$2,396,000 to an amount not to exceed

\$3,404,600 for continued maintenance services. The Contract includes a rate increase for the final two years based on the Consumer Price Index. The revised rates in Amendment No. 2 will go into effect on July 1, 2024.

The City will conduct a competitive request for proposals and execute a new contract for the term beginning July 1, 2026.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the Contract Amendment includes a combination of Special Districts, Measure A, the Public Works operating budget, and the Sacramento Regional Transit District.

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 38-2019-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 38-2019-2 WITH ROUSH LANDSCAPE SERVICES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2024, TO JUNE 30, 2026 RESULTING IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$2,396,000 TO AN AMOUNT NOT TO EXCEED \$3,404,600 FOR CONTINUED LANDSCAPE MAINTENANCE SERVICES

WHEREAS, the parties entered into a five-year General Services Agreement (“GSA”) dated July 1, 2019 (Contract No. 38-2019) in the amount of \$2,396,000 to provide landscape maintenance services; and

WHEREAS, Amendment No. 1 was executed on April 28, 2021, which amended the Contract by adding, revising, and removing areas from the scope of work; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute Amendment No. 2 with Roush Landscape Services for continued landscape services; and

WHEREAS, the Amendment will extend the contract term from June 30, 2024, to June 30, 2026, resulting in an increase to the contract amount from \$2,396,000 to an amount not to exceed \$3,404,600; and

WHEREAS, the services will exceed the maximum the City Manager is authorized to approve; and

WHEREAS, funding for the contract amendment will be from a combination of Special District funds, Measure A, the Public Works operating budget, and the Sacramento Regional Transit District. There is no impact to the City’s general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 38-2019-2 with Roush Landscape Services to extend the Contract term from June 30, 2024, to June 30, 2026, resulting in an increase to the Contract amount from \$2,396,000 to an amount not to exceed \$3,404,600 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 17.3.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**SECOND AMENDMENT TO THE GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND ROUSH LANDSCAPE SERVICES**

This Second Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Roush Landscape Service ("Contractor") as of March 4, 2024. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("GSA") dated July 1, 2019, for on-call landscape maintenance services; and

WHEREAS, the First Amendment executed April 2021, revised Section 4.2 modifying the monthly charges related to changes to the landscape areas; and

WHEREAS, this Amendment will extend the term of the agreement from June 30, 2024 to June 30, 2026; and

WHEREAS, the term extension will result in an increase to the contract amount from \$2,396,000 to an amount not to exceed \$3,404,600; and

WHEREAS, the monthly rates provided in Exhibit A of this Amendment will take place on July 1, 2024; and

WHEREAS, the Parties agree that changes to the contract term provided for in the GSA are necessary in order for the City to continue receiving services by Contractor.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from June 30, 2024 to June 30, 2026. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2026 unless the term of the Agreement is otherwise terminated at provided for in Section 13."

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor \$2,396,000. The Parties agree to amend Section 4 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

"The Contractor shall be paid an amount not to exceed \$3,404,600 for performance of the Services pursuant to this Agreement."

3. The document entitled "4.2 Monthly Maintenance Price Schedule," attached hereto as **Exhibit A**, shall be made part of the GSA's **Exhibit A**.
4. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

CONTRACTOR

Micah Runner, City Manager

Richard Roush, Owner

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

4.2 MONTHLY MAINTENANCE PRICE SCHEDULE *(Required submittal form)*

Revised rate sheet for FY24-25 and FY25-26.

<u>Area Location Name</u>	<u>Monthly Maintenance Cost</u>	<u>Total Two Year Amount (x24 months)</u>
1. California Jazz		
Base bid for the 2 year term of the contract	\$ <u>1,050</u> per month:	\$ 25,200
2. Capital Center II		
Base bid for the 2 year term of the contract	\$ <u>1,300</u> per month:	\$ 31,200
3. Capital Center II (Zinfandel)		
Base bid for the 2 year term of the contract	\$ <u>2,625</u> per month:	\$ 63,000
4. Capital Village		
Base bid for the 2 year term of the contract	\$ <u>2,625</u> per month:	\$ 63,000
5. Citrus Rd		
Base bid for the 2 year term of the contract	\$ <u>300</u> per month:	\$ 7,200
6. Coloma Rd Median (Dolecetto to Malaga)		
Base bid for the 2 year term of the contract	\$ <u>650</u> per month:	\$ 15,600
7. Coloma Rd (Sunrise to Truckee River)		
Base bid for the 2 year term of the contract	\$ <u>1,250</u> per month:	\$ 30,000
8. Coloma Rd Frontages		
Base bid for the 2 year term of the contract	\$ <u>3,775</u> per month:	\$ 90,600
9. Coloma Rd/Chase Dr		
Base bid for the 2 year term of the contract	\$ <u>500</u> per month:	\$ 12,000
10. Ellenwood Ave		
Base bid for the 2 year term of the contract	\$ <u>850</u> per month:	\$ 20,400
11. Folsom Blvd South Frontages		
Base bid for the 2 year term of the contract	\$ <u>1,675</u> per month:	\$ 40,200
12. Folsom Blvd Medians		
Base bid for the 2 year term of the contract	\$ <u>2,100</u> per month:	\$ 50,400
13. Hogarth Dr		
Base bid for the 2 year term of the contract	\$ <u>850</u> per month:	\$ 20,400
14. International Dr/Mather Field		
Base bid for the 2 year term of the contract	\$ <u>1,675</u> per month:	\$ 40,200
15. Mather Field Rd Medians		
Base bid for the 2 year term of the contract	\$ <u>525</u> per month:	\$ 12,600
16. Sunrise Blvd Medians (S Bridge St to Hwy 50)		
Base bid for the 2 year term of the contract	\$ <u>1,675</u> per month:	\$ 40,200
17. International Bridge (Kilgore to Sunrise)		
Base bid for the 2 year term of the contract	\$ <u>525</u> per month:	\$ 12,600

18. Routier Rd Frontage

Base bid for the 2 year term of the contract	\$ <u>425</u> per month:	\$ 10,200
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19. Routier Rd Over Crossing

Base bid for the 2 year term of the contract	\$ <u>300</u> per month:	\$ 7,200
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20. Sunrise Blvd Medians (Folsom to White Rock)

Base bid for the 2 year term of the contract	\$ <u>1,050</u> per month:	\$ 25,200
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21. White Rock Rd Medians (Zinfandel to Kilgore)

Base bid for the 2 year term of the contract	\$ <u>1,050</u> per month:	\$ 25,200
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22. White Rock Rd (frontage of Costco)

Base bid for the 2 year term of the contract	\$ <u>200</u> per month:	\$ 4,800
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23. Zinfandel Dr Median at Mitchell School

Base bid for the 2 year term of the contract	\$ <u>300</u> per month:	\$ 7,200
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24. Folsom Blvd (Sunrise to Hazel)

Base bid for the 2 year term of the contract	\$ <u>1,250</u> per month:	\$ 30,000
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25. Folsom Blvd North Frontage

Base bid for the 2 year term of the contract	\$ <u>625</u> per month:	\$ 15,000
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26. Folsom Blvd South Frontages

Base bid for the 2 year term of the contract	\$ <u>425</u> per month:	\$ 10,200
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27. Mather Heritage Trail

Base bid for the 2 year term of the contract	\$ <u>850</u> per month:	\$ 20,400
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28. Sunrise Blvd (White Rock to Douglas)

Base bid for the 2 year term of the contract	\$ <u>1,050</u> per month:	\$ 25,200
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29. RT Light Rail Stations:

Base bid for the 2 year term of the contract:		
A. Mather/Mills Station & Parking Lot	\$ <u>1,250</u> per month:	\$ 30,000
B. Zinfandel Station	\$ <u>575</u> per month:	\$ 13,800
C. Cordova Towne Station	\$ <u>575</u> per month:	\$ 13,800
D. Sunrise Station & Parking Lot	\$ <u>1,250</u> per month:	\$ 30,000

45. Stone Creek Bike Trail (Bear Hollow Basin)

Base bid for the 2 year term of the contract	\$ <u>650</u> per month:	\$ 15,600
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Unscheduled (extra) Work for FY24-25 and FY25-26:	\$150,000.00
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Total for FY24-25 and FY25-26:	\$ 1,008,600
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MEMORANDUM



ITEM 18.1.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING SECTIONS 10.50.010 AND 10.50.020 OF CHAPTER 10.50 OF TITLE 10 OF THE RANCHO CORDOVA MUNICIPAL CODE TO ESTABLISH ENFORCEABLE SPEED LIMITS ON THE ROADS LISTED IN THE ORDINANCE**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would result in amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code to establish enforceable speed limits on the roads listed in the Ordinance.

BACKGROUND

The California Vehicle Code (CVC) requires local authorities to review, reaffirm, or adjust speed limits within their jurisdictions every seven years based on an Engineering and Traffic Survey (ETS). The CVC also mandates new speed limits be established based on an ETS. The ETS provides the mechanism for legal enforcement of the posted speed limit by laser, radar and/or other electronic speed measuring devices.

As defined in the CVC, an ETS is a survey of highway and traffic conditions in accordance with the guidelines and methods contained in the California Manual on Uniform Traffic Control Devices (CAMUTCD) for use by state and local authorities. The survey shall include, but not be limited to, consideration of prevailing speeds as determined by traffic engineering measurements, accident statistics, and highway traffic and roadside conditions not readily apparent to the driver. These characteristics are all considered when determining a reasonable and prudent posted speed limit. Establishing a speed limit inconsistent with the 85th percentile speed, constitutes a "speed trap" as defined in the CVC, and is not enforceable by use of laser, radar and/or other electronic speed measuring devices. The 85th percentile speed is defined as the speed at which 85% of the traffic is traveling at or below.

The CVC also allows local authorities to extend an ETS for a period of an additional seven years (up to 14 years), if a registered engineer determines that no significant changes in

roadway or traffic conditions have occurred, including changes in adjoining property or land use, roadway width, or traffic volume.

In the interest of public safety and to comply with the requirements of the CVC, a Citywide ETS update was conducted on forty roadways to determine the appropriate speed for each roadway segment. A summary of the locations is shown in Attachment 3 along with the recommended speed limit for each location. This update will include posted road segments not originally included in the ordinance.

On February 20, 2024, the City Council held an initial public hearing identifying the recommended speed limit changes to certain road segments.

This update indicates most of the existing speed limits do not require a change and the recommended speed limits are consistent with the existing posted speed limits. There are nine locations where a decrease to the posted speed limit is recommended. The locations are as follows:

• Bleckley St. - Mather Blvd. to Peter A McCuen Blvd.	35 MPH to 30 MPH
• Douglas Rd. - Sunrise Blvd. to Rancho Cordova Pkwy.	55 MPH to 50 MPH
• Douglas Rd. – Americanos Blvd. to Grant Line Rd.	55 MPH to 50 MPH
• Folsom Blvd. - Cordova Lane to Sunrise Blvd.	45 MPH to 40 MPH
• Gold Camp Dr. - Sun Center Dr. to Prospect Park Dr.	35 MPH to 30MPH
• Spoto Dr. - Zinfandel Drive to N. Mather Blvd.	35 MPH to 25 MPH
• Trinity River Dr. - Coloma Rd. to Sunrise Blvd.	30 MPH to 25 MPH
• White Rock Rd. - Zinfandel Dr. to Sunrise Blvd.	45 MPH to 40 MPH
• Zinfandel Dr. - Folsom Blvd. to Sunrise Blvd.	30 MPH to 25 MPH

The Citywide ETS also included establishing a posted speed limit on six roadways that are currently not posted. The locations are as follows:

• Airpark Dr. – Femoyer St. to Bear Hollow Dr.	35 MPH
• Gold Valley Dr. – White Rock Rd. to Sanders Dr.	25 MPH
• Rockingham Dr. – Old Placerville Rd. to Countryside Way/Nut Plains Dr.	30 MPH
• Sanders Dr. – Sunrise Blvd. to Gold Valley Dr.	30 MPH
• Timberland Dr. – Douglas Rd. to Borderlands Dr.	25 MPH
• White Rock Rd. – Sunrise Blvd. to Macal Dr.	40 MPH

The recommended posted speed limits conform to the requirements of the CVC and CAMUTCD for establishing prudent speed limits that are consistent with roadway conditions, prevailing speeds, and are enforceable.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City's General Fund.

ATTACHMENT(S)

1. Ordinance
2. Revised Sections 10.50.010 and 10.50.020
3. Engineering Traffic Survey Locations
4. Track Changes - Revised Sections 10.50.010 and 10.50.020

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING SECTIONS 10.50.010 AND 10.50.020 OF CHAPTER
10.50 OF TITLE 10 OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING
REDUCED SPEED LIMITS ON SPECIFIC STREETS**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, California Vehicle Code Section 22358 authorizes the City of Rancho Cordova ("City") to determine and declare by ordinance a prima facie speed limit less than the speed limit set forth in Vehicle Code Section 22349 if the City determines upon the basis of an engineering and traffic survey that the speed limit set forth in Vehicle Code Section 22349 is more than is reasonable or safe upon any portion of any street other than a state highway where the speed limit set forth in Vehicle Code Section 22349 is applicable; and

WHEREAS, an engineering and traffic survey ("Survey") was conducted by the City; and

WHEREAS, the Survey established speed limits for certain City streets, as set forth in Section 3; and

WHEREAS, the City Council has determined that the speed limits set forth in the Survey are most appropriate to facilitate the orderly movement of traffic within the City and are reasonable and safe; and

WHEREAS, this ordinance modifies Rancho Cordova Municipal Code section 10.50.010 and 10.50.020 by establishing speed limits for certain City streets, based upon the results of the Survey; and

WHEREAS, this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) because it is not a project under the act and it only involves the operation of existing streets involving negligible or no expansion of existing use.

Section 2. Amendment of Code.

Section 10.50.010 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

The City Council approves and adopts the engineering and traffic surveys dated May 2023 and October 2023, prepared by the City, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the City Clerk. The City council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation's Manual on Uniform Traffic Control Devices and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The City Council declares these speed limits as prima facie speed limits for the streets or portions

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thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof.

Section 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

The following prima facie speed limits are established based on prevailing speeds and the results of the Engineering and Traffic Surveys.

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and Adda Way, 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Westerly City Limits and Sunrise Boulevard, 55 mph;
2. Between Sunrise Boulevard and Rancho Cordova Parkway, 50 mph;
3. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
4. Between Americanos Boulevard and Grant Line Road, 50 mph;

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K. Explorer Drive:

1. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between Mather Boulevard and International Drive, 40 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph;

N. Folsom Boulevard:

1. Between Bradshaw Road and Routier Road, 45 mph;
2. Between Routier Road and Cordova Lane, 40 mph;
3. Between Cordova Lane and Sunrise Boulevard, 40 mph;
4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, 30 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph;
2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

T. International Drive:

1. Between Mather Field Road and Sunrise Boulevard, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 40 mph;

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W. Lincoln Village:

1. Between Bradshaw Road and Viking Drive, 35 mph;
2. Between Viking Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;

AA. Mills Park Drive:

1. Between Routier Road and Mather Field Road, 35 mph;
2. Between Mather Field Road and White Rock Road, 25 mph;

BB. Mills Station Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;
2. Between Mather Field Road and White Rock Road, 25 mph;

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

1. Between Bradshaw Road and Granby Drive, 45 mph;
2. Between Grandy Drive and Routier Road, 45 mph;
3. Between Routier Road and Systems Parkway-McCready Avenue, 45 mph;
4. Between Systems Parkway-McCready Avenue and Rockingham Drive, 45 mph;

EE. Olson Drive:

1. Between Mills Park Drive and Zinfandel Drive, 25 mph;
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

FF. Paseo Drive:

1. Between Folsom Boulevard and Las Casas Way, 25 mph;

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, 30 mph;

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HH. Prospect Park Drive:

1. Between White Rock Road and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph;
2. Between Mather Field Road and Old Placerville Road, 35 mph;
3. Between Old Placerville Road and Countryside Way-Nut Plains Drive, 30 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

QQ. Sunrise Boulevard:

1. Between Jackson Highway and Kiefer Boulevard, 55 mph
2. Between Kiefer Boulevard and Herodian Drive, 50 mph;
3. Between Herodian Drive and White Rock Road, 45 mph;
4. Between White Rock Road and Folsom Boulevard, 45 mph;
5. Between Folsom Boulevard and Coloma Road, 45 mph;
6. Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

1. Between Routier Road and Old Placerville Road, 35 mph;

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SS. Trade Center Drive:

1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

1. Between Coloma Road and Sunrise Boulevard, 25 mph;

UU. Vanguard Drive:

1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

1. Between Mills Station Road and Evadna Drive, 25 mph;
2. Between Evadna Drive and Mills Park Drive, 25 mph;
3. Between S. White Rock Road and Zinfandel Drive, 40 mph;
4. Between Zinfandel Drive and Sunrise Boulevard, 40 mph;
5. Between Sunrise Boulevard and Macal Drive, 40 mph;

WW. Zinfandel Drive:

1. Between Sunrise Boulevard and Folsom Boulevard, 25 mph;
2. Between Folsom Boulevard and White Rock Road, 35 mph;
3. Between White Rock Road and International Drive, 40 mph;
4. Between International Drive and City Limits, 45 mph.

XX. Airpark Drive:

1. Between Femoyer Street and Bear Hollow Drive, 35 mph;

YY. Bleckley Street:

1. Between Mather Boulevard and Peter A. McCuen Boulevard, ~~35mph~~ 30 mph;

ZZ. Gold Valley Drive:

1. Between White Rock Road and Sanders Drive, 25 mph;

A1. Mercantile Drive:

1. Between Sunrise Gold Circle and Folsom Boulevard, 35 mph;

B1. Mills Tower Drive:

1. Between White Rock Road and Mills Park Drive, 25 mph;

C1. Rod Beaudry Drive:

1. Between Folsom Boulevard and East Tiffany Lane, 25 mph;

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D1. Sanders Drive:

1. Between Sunrise Boulevard and Gold Valley Drive, 30 mph;

E1. Spoto Drive

1. Between Zinfandel Drive and North Mather Boulevard, ~~35mph~~ 25 mph;

F1. Sunrise Gold Circle (N):

1. Between Sunrise Boulevard and Sunrise Gold–Mercantile Drive, 35 mph;

G1. Sunrise Gold Circle (E):

1. Between Sunrise Gold Circle (N) and Sunrise Gold Circle (S), 35 mph;

H1. Sunrise Gold Circle (S):

1. Between Sunrise Boulevard and Sunrise Gold Circle (E), 35 mph;

I1. Sunrise Park Drive:

1. Between Sunrise Boulevard and White Rock Road, 35 mph;

J1. Timberland Drive:

1. Between Douglas Road and Borderlands Drive, 25 mph;

K1. Vehicle Drive:

1. Between Zinfandel Drive and Coloma Road, 35 mph;

L1. W. La Loma Drive:

1. Between Folsom Boulevard and La Loma Drive, 25 mph;

Section 3. Environmental

This action is not a project under the California Environmental Quality Act (“CEQA”) and therefore is exempt from environmental review under CEQA Guidelines section 15061(b)(3). Additionally, this action is categorically exempt from environmental review under the California Environmental Quality Act Guidelines section 15301(c) because it involves the operation of existing streets involving negligible or no expansion of existing use.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phases be held unconstitutional, invalid or unenforceable.

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Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Chapter 10.50**REDUCED SPEED LIMITS ON SPECIFIC STREETS**

Sections:

- 10.50.010 Determination and declaration of prima facie speed limits.
10.50.020 Prima facie speed limits declared.

10.50.010 Determination and declaration of prima facie speed limits.

The city council approves and adopts the engineering and traffic surveys dated November 9, 2020, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The city council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The city council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof. [Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 2; Ord. 1-2018 § 2; Ord. 13-2015 § 2; Ord. 3-2004 § 1].

10.50.020 Prima facie speed limits declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies:

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and Adda Way , 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

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Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

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I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Between Westerly City Limits to Sunrise Boulevard, 55 mph;
2. Between Sunrise Boulevard and Rancho Cordova Parkway, 50 mph;
3. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
4. Between Americanos Boulevard and Grant Line Road, 50 mph;

K. Explorer Drive:

1. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between Mather Boulevard and International Drive, 40 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph;

N. Folsom Boulevard:

1. Between Bradshaw Road and Routier Road, 45 mph;
2. Between Routier Road and Cordova Lane, 40 mph;
3. Between Cordova Lane and Sunrise Boulevard, 40 mph;
4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, 30 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph;
2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

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Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

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T. International Drive:

1. Between Mather Field Road and Sunrise Boulevard, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 40 mph;

W. Lincoln Village:

1. Between Bradshaw Road and Viking Drive, 35 mph;
2. Between Viking Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;

AA. Mills Park Drive:

1. Between Routier Road and Mather Field Road, 35 mph;
2. Between Mather Field Road and White Rock Road, 25 mph;

BB. Mills Station Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;
2. Between Mather Field Road and White Rock Road, 25 mph;

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

1. Between Bradshaw Road and Granby Drive, 45 mph;
2. Between Grandy Drive and Routier Road, 45 mph;
3. Between Routier Road and Systems Parkway-McCready Avenue, 45 mph;
4. Between Systems Parkway-McCready Avenue and Rockingham Drive, 45 mph;

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Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

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EE. Olson Drive:

1. Between Mills Park Drive and Zinfandel Drive, 25 mph;
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

FF. Paseo Drive:

1. Between Folsom Boulevard and Las Casas Way, 25 mph;

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, 30 mph;

HH. Prospect Park Drive:

1. Between White Rock Road and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph;
2. Between Mather Field Road and Old Placerville Road, 35 mph;
3. Between Old Placerville Road and Countryside Way-Nut Plains Drive, 30 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

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Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

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QQ. Sunrise Boulevard:

1. Between Jackson Highway and Kiefer Boulevard, 55 mph
2. Between Kiefer Boulevard and Herodian Drive, 50 mph;
3. Between Herodian Drive and White Rock Road, 45 mph;
4. Between White Rock Road and Folsom Boulevard, 45 mph;
5. Between Folsom Boulevard and Coloma Road, 45 mph;
6. Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

1. Between Routier Road and Old Placerville Road, 35 mph;

SS. Trade Center Drive:

1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

1. Between Coloma Road and Sunrise Boulevard, 25 mph;

UU. Vanguard Drive:

1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

1. Between Mills Station Road and Evadna Drive, 25 mph;
2. Between Evadna Drive and Mills Park Drive, 25 mph
3. Between S. White Rock Road and Zinfandel Drive, 40 mph;
4. Between Zinfandel Drive and Sunrise Boulevard, 40 mph;
5. Between Sunrise Boulevard and Macal Drive, 40 mph;

WW. Zinfandel Drive:

1. Between Sunrise Boulevard and Folsom Boulevard, 25 mph;
2. Between Folsom Boulevard and White Rock Road, 35 mph;
3. Between White Rock Road and International Drive, 40 mph;
4. Between International Drive and city limits, 45 mph.

XX. Airpark Drive:

1. Between Femoyer Street and Bear Hollow Drive, 35 mph;

YY. Bleckley Street:

1. Between Mather Boulevard and Peter A. McCuen Boulevard, ~~35 mph~~ 30 mph;

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Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

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ZZ. Gold Valley Drive:

1. Between White Rock Road and Sanders Drive, 25 mph;

A1. Mercantile Drive:

1. Between Sunrise Gold Circle and Folsom Boulevard, 35 mph;

B1. Mills Tower Drive:

1. Between White Rock Road and Mills Park Drive, 25 mph;

C1. Rod Beaudry Drive:

1. Between Folsom Boulevard and East Tiffany Lane, 25 mph;

D1. Sanders Drive:

1. Between Sunrise Boulevard and Gold Valley Drive, 30 mph;

E1. Spoto Drive

1. Between Zinfandel Drive and North Mather Boulevard, ~~35 mph~~ 25 mph;

F1. Sunrise Gold Circle (N):

1. Between Sunrise Boulevard and Sunrise Gold–Mercantile Drive, 35 mph;

G1. Sunrise Gold Circle (E):

1. Between Sunrise Gold Circle (N) and Sunrise Gold Circle (S), 35 mph;

H1. Sunrise Gold Circle (S):

1. Between Sunrise Boulevard and Sunrise Gold Circle (E), 35 mph;

I1. Sunrise Park Drive:

1. Between Sunrise Boulevard and White Rock Road, 35 mph;

J1. Timberland Drive:

1. Between Douglas Road and Borderlands Drive, 25 mph;

K1. Vehicle Drive:

1. Between Zinfandel Drive and Coloma Road, 35 mph;

L1. W. La Loma Drive:

1. Between Folsom Boulevard and La Loma Drive, 25 mph;

[Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 3; Ord. 1-2018 § 3; Ord. 13-2015 § 3; Ord. 3-2004 § 2].

Engineering and Traffic Survey Locations

LOCATION	SEGMENT	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT
Airpark Drive	Femoyer Street to Bear Hollow Drive	NP	35
Baroque Drive	Zinfandel Drive to Zinfandel Drive	35	35
Bear Hollow Drive	Zinfandel Drive to North Mather Boulevard	35	35
Bleckley Street	Mather Boulevard to Peter A McCuen Boulevard	35	30
Capital Center Drive	White Rock Road to International Drive	35	35
Chrysanthy Boulevard	Sunrise Boulevard to Adda Way	35	35
Disk Drive	Data Drive to Prospect Park Drive	35	35
Douglas Road	West City Limits to Sunrise Boulevard	55	55
	Sunrise Boulevard to Rancho Cordova Parkway	55	50
	Rancho Cordova Parkway to Americanos Boulevard	50	50
	Americanos Boulevard to Grant Line Road	55	50
Folsom Boulevard	Bradshaw Road to Routier Road	45	45
	Routier Road to Cordova Lane	40	40
	Cordova Lane to Sunrise Boulevard	45	40
	Sunrise Boulevard to Hazel Avenue	45	45
Gold Camp Drive	Sun Center Drive to Prospect Park Drive	35	30
Gold Center Drive	Zinfandel Drive to Prospect Park Drive	30	30
	Prospect Park Drive to Prospect Park Drive	35	35**
Gold Valley Drive	White Rock Road to Sanders Drive	NP	25
International Drive	Mather Field Road to Zinfandel Drive	45	45
	Zinfandel Drive to Sunrise Boulevard	45	45
Lincoln Village Drive	Bradshaw Drive to Viking Drive	35	35
	Viking Drive to Routier Road	25	25**
McGregor Road	Folsom Boulevard to Coloma Road	25	25
	Coloma Road to Ambassador Drive	25	25
Mercantile Drive	Sunrise Gold Circle to Folsom Boulevard	35	35
Mills Tower Drive	White Rock Road to Mills Park Drive	25	25
Monier Circle	Sunrise Boulevard to Sunrise Boulevard	30	30
Old Placerville Road	Systems Parkway-McCready Avenue to Rockingham Drive	45	45
	Systems Parkway-McCready Avenue to Routier Road	45	45
	Bradshaw Road to Granby Drive	45	45
	Granby Drive to Routier Road	45	45
Olson Drive	Mills Park Drive to Zinfandel Drive	25	25**

An Ordinance Amending Sections 10.50.010 And 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code To Establish Enforceable Speed Limits On The Roads Listed In The Ordinance

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ATTACHMENT 3

LOCATION	SEGMENT	EXISTING SPEED LIMIT	RECOMMENDED SPEED LIMIT
Prospect Park Drive	White Rock Road to White Rock Road	35	35
Quality Drive	International Drive to White Rock Road	35	35
Recycle Road	Sunrise Boulevard to Elks Circle	30	30
Rockingham Drive	Mather Field Road to South White Rock Road	25	25
	Old Placerville Road to Mather Field Road	35	35
	Old Placerville Road to Countryside Way-Nut Plains Drive	NP	30
Rod Beaudry Drive	Folsom Boulevard to East Tiffany Lane	25	25
S. White Rock Road	International Drive to White Rock Road	25	25
Sanders Drive	Sunrise Boulevard to Gold Valley Drive	NP	30
Spoto Drive	Zinfandel Dr. to North Mather Boulevard	35	25
Sunrise Boulevard	Jackson Road to Keifer Boulevard	55	55
Sunrise Gold Circle (N)	Sunrise Boulevard to Sunrise Gold Circle-Mercantile Drive	35	35
Sunrise Gold Circle (E)	Sunrise Gold Circle (N) to Sunrise Gold Circle (S)	35	35
Sunrise Gold Circle (S)	Sunrise Boulevard to Sunrise Gold Circle (E)	35	35
Sunrise Park Drive	Sunrise Boulevard to White Rock Road	35	35
Timberland Drive	Douglas Road to Borderlands Drive	NP	25
Trinity River Drive	Coloma Road to Sunrise Boulevard	30	25
Vanguard Drive	Explorer Drive to Routier Road	25	25
Vehicle Drive	Zinfandel Drive to Routier Road	35	35
W. La Loma Drive	Folsom Boulevard to La Loma Drive	25	25
White Rock Road	Mills Station Road to Evadna Drive	25	25
	Evadna Drive to Mills Park Drive	25	25
	S. White Rock Road to Zinfandel Drive	40	40
	Zinfandel Drive to Sunrise Boulevard	45	40
	Sunrise Boulevard to Macal Drive	NP	40
Zinfandel Drive	Folsom Boulevard to Sunrise Boulevard	30	25
	White Rock Road to Folsom Boulevard	35	35
	International Drive to White Rock Road	40	40

** 14 Year Extension

XX= New Speed Limit

XX=Decrease

XX=Increase

An Ordinance Amending Sections 10.50.010 And 10.50.020 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code To Establish Enforceable Speed Limits On The Roads Listed In The Ordinance

Chapter 10.50**REDUCED SPEED LIMITS ON SPECIFIC STREETS**

Sections:

- 10.50.010 Determination and declaration of prima facie speed limits.
10.50.020 Prima facie speed limits declared.

10.50.010 Determination and declaration of prima facie speed limits.

The city council approves and adopts the engineering and traffic surveys dated November 9, 2020, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the city clerk. The city council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The city council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof. [Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 2; Ord. 1-2018 § 2; Ord. 13-2015 § 2; Ord. 3-2004 § 1].

10.50.020 Prima facie speed limits declared.

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies:

A. Baroque Drive:

1. Between Zinfandel Drive and Zinfandel Drive, 35 mph;

B. Bear Hollow Drive:

1. Between Zinfandel Drive and North Mather Boulevard, 35 mph;

C. Business Park Drive:

1. Between Horn Road and Bradshaw Road, 35 mph;

D. Capital Center Drive:

1. Between White Rock Road and International Drive, 35 mph;

E. Chase Drive:

1. Between Coloma Road and Hagan Park, 25 mph;

F. Chrysanthy Boulevard:

1. Between Sunrise Boulevard and ~~– Adda Way eastern terminus of street~~, 35 mph;

G. Coloma Road:

1. Between Folsom Boulevard and Sunrise Boulevard, 40 mph;

H. Data Drive:

1. Between International Drive and White Rock Road, 35 mph;

I. Disk Drive:

1. Between Data Drive and Prospect Park Drive, 35 mph;

J. Douglas Road:

1. Between Westerly City Limits and Sunrise Boulevard, 55 mph;
2. Between Sunrise Boulevard and Rancho Cordova Parkway, ~~55 mph~~ 50 mph;
23. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
4. Between Americanos Boulevard and Grant Line Road, 50 mph;

K. Explorer Drive:

1. Between Lincoln Village Drive ~~and to~~ Lincoln Village Drive, 25 mph;

L. Femoyer Street:

1. Between Mather Boulevard and International Drive, 40 mph;

M. Fitzgerald Road:

1. Between White Rock Road and Recycle Road, 35 mph;

N. Folsom Boulevard:

1. Between ~~Horn Road~~ Bradshaw Road and Routier Road, 45 mph;
2. Between Routier Road and Cordova Lane, 40 mph;
3. Between Cordova Lane and Sunrise Boulevard, ~~45 mph~~ 40 mph;
4. Between Sunrise Boulevard and Hazel Avenue, 45 mph;

O. Georgetown Drive:

1. Between Coloma Road and McGregor Drive, 25 mph;

P. Gold Camp Drive:

1. Between Sun Center Drive and Prospect Park Drive, ~~35 mph~~ 30 mph;

Q. Gold Canal Drive:

1. Between Sun Center Drive and White Rock Road, 35 mph;

R. Gold Center Drive:

1. Between Zinfandel Drive and Prospect Park Drive, 30 mph;
2. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;

S. Horn Road:

1. Between Folsom Boulevard and Routier Road, 35 mph;

T. International Drive:

1. Between Mather Field Road and Sunrise Boulevard, 45 mph;

U. Kiefer Boulevard:

1. Between Sunrise Boulevard and Rancho Cordova Parkway, 45 mph;

V. Kilgore Road:

1. Between Folsom Boulevard and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 40 mph;

W. Lincoln Village:

1. Between Bradshaw Road and ~~Draco Drive~~Viking Drive, 35 mph;
2. Between ~~Draco~~Viking Drive and Routier Road, 25 mph;

X. Luyung Drive:

1. Between White Rock Road and Mechanical Drive, 35 mph;

Y. Mather Field Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;

Z. McGregor Drive:

1. Between Folsom Boulevard and Coloma Road, 25 mph;

AA. Mills Park Drive:

1. Between Routier Road and Mather Field Road, 35 mph;
2. Between Mather Field Road and White Rock Road, 25 mph;

BB. Mills Station Road:

1. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;
2. Between Mather Field Road and White Rock Road, 25 mph;

CC. Monier Circle:

1. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;

DD. Old Placerville Road:

- ~~1. Between Systems Parkway and Rockingham Drive, 45 mph;~~
1. Between Bradshaw Road and Granby Drive, 45 mph;
2. Between Grandy Drive and Routier Road, 45 mph;
3. Between Routier Road and Systems Parkway-McCready Avenue, 45 mph;
4. Between Systems Parkway-McCready Avenue and Rockingham Drive, 45 mph;

ITEM 18.1.

Rancho Cordova Municipal Code
Chapter 10.50 REDUCED SPEED LIMITS ON SPECIFIC STREETS

ATTACHMENT 4

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EE. Olson Drive:

1. Between Mills Park Drive and Zinfandel Drive, 25 mph;
2. Between Zinfandel Drive and Folsom Boulevard, 35 mph;

FF. Paseo Drive:

1. Between Folsom Boulevard and Las Casas Way, 25 mph;

GG. Peter A McCuen Boulevard:

1. Mather Boulevard and Femoyer Street, 30 mph;

HH. Prospect Park Drive:

1. Between White Rock Road and White Rock Road, 35 mph;
2. Between White Rock Road and Baroque Way, 35 mph;

II. Quality Drive:

1. Between International Drive and White Rock Road, 35 mph;

JJ. Rancho Cordova Parkway:

1. Between Kiefer Boulevard and Douglas Road, 45 mph;

KK. Recycle Road:

1. Between Sunrise Boulevard and Elks Circle, 30 mph;

LL. Reserve Drive:

1. Between Data Drive and International Drive, 35 mph;

MM. Rockingham Drive:

1. Between Mather Field Road and S. White Rock Road, 25 mph;
2. Between Mather Field Road and Old Placerville Road, 35 mph;
3. Between Old Placerville Road and Countryside Way-Nut Plains Drive, 30 mph;

NN. Routier Road:

1. Between Old Placerville Road and Folsom Boulevard, 40 mph;

OO. S. White Rock Road:

1. Between International Drive and White Rock Road, 25 mph;

PP. Sun Center Drive:

1. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;

QQ. Sunrise Boulevard:

1. Between Jackson Highway and Kiefer Boulevard, 55 mph

- ~~12.~~ Between Kiefer Boulevard and Herodian Drive, 50 mph;
- ~~23.~~ Between Herodian Drive and White Rock Road, 45 mph;
- ~~34.~~ Between White Rock Road and Folsom Boulevard, 45 mph;
- ~~45.~~ Between Folsom Boulevard and Coloma Road, 45 mph;
- ~~56.~~ Between Coloma Road and city limits, southbound, 45 mph;

RR. Systems Parkway:

- 1. Between Routier Road and Old Placerville Road, 35 mph;

SS. Trade Center Drive:

- 1. Between Sun Center Road and Mercantile Road, 30 mph;

TT. Trinity River Drive:

- 1. Between Coloma Road and Sunrise Boulevard, ~~30 mph~~ 25 mph;

UU. Vanguard Drive:

- 1. Between Explorer Drive and Routier Road, 25 mph;

VV. White Rock Road:

- ~~1. 1-~~ Between Mills Station Road and ~~Mills Park Drive~~ Evadna Drive, 25 mph;
- ~~1-2.~~ Between Evadna Drive and Mills Park Drive, 25 mph
- ~~32.~~ Between S. White Rock Road and Zinfandel Drive, 40 mph;
- ~~43.~~ Between Zinfandel Drive and Sunrise Boulevard, ~~45 mph~~ 40 mph;
- ~~5.~~ Between Sunrise Boulevard and Macal Drive, 40 mph;

WW. Zinfandel Drive:

- 1. Between Sunrise Boulevard and Folsom Boulevard, ~~30 mph~~ 25 mph;
- 2. Between Folsom Boulevard and White Rock Road, 35 mph;
- 3. Between White Rock Road and International Drive, 40 mph;
- 4. Between International Drive and city limits, 45 mph.

XX. Airpark Drive:

- 1. Between Femoyer Street and Bear Hollow Drive, 35 mph;

YY. Bleckley Street:

- 1. Between Mather Boulevard and Peter A. McCuen Boulevard, ~~35 mph~~ 30 mph;

ZZ. Gold Valley Drive:

- 1. Between White Rock Road and Sanders Drive, 25 mph;

A1. Mercantile Drive:

1. Between Sunrise Gold Circle and Folsom Boulevard, 35 mph;

B1. Mills Tower Drive:

1. Between White Rock Road and Mills Park Drive, 25 mph;

C1. Rod Beaudry Drive:

1. Between Folsom Boulevard and East Tiffany Lane, 25 mph;

D1. Sanders Drive:

1. Between Sunrise Boulevard and Gold Valley Drive, 30 mph;

E1. Spoto Drive

1. Between Zinfandel Drive and North Mather Boulevard, ~~35 mph~~ 25 mph;

F1. Sunrise Gold Circle (N):

1. Between Sunrise Boulevard and Sunrise Gold–Mercantile Drive, 35 mph;

G1. Sunrise Gold Circle (E):

1. Between Sunrise Gold Circle (N) and Sunrise Gold Circle (S), 35 mph;

H1. Sunrise Gold Circle (S):

1. Between Sunrise Boulevard and Sunrise Gold Circle (E), 35 mph;

I1. Sunrise Park Drive:

1. Between Sunrise Boulevard and White Rock Road, 35 mph;

J1. Timberland Drive:

1. Between Douglas Road and Borderlands Drive, 25 mph;

K1. Vehicle Drive:

1. Between Zinfandel Drive and Coloma Road, 35 mph;

L1. W. La Loma Drive:

1. Between Folsom Boulevard and La Loma Drive, 25 mph;

[Ord. 11-2023 § 3 (Exh. A); Ord. 20-2020 § 3; Ord. 1-2018 § 3; Ord. 13-2015 § 3; Ord. 3-2004 § 2].

MEMORANDUM



ITEM 18.2.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.30 PLANNING COMMISSION TO INCORPORATE ADDITIONAL QUALIFICATIONS TO AT-LARGE MEMBERS (CEQA EXEMPT PURSUANT TO SECTION 15061(B)(3))**

RECOMMENDATION

Waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of the Ordinance would amend Title 2, Administration and Personnel, Chapter 2.30 Planning Commission.

BACKGROUND

At the December 18, 2023 City Council meeting, the Council had a discussion regarding the potential incorporation of professional experience in a development related field into the Municipal Code for the two at-large Planning Commission members. Upon conclusion of staff's presentation and discussion, the Council directed staff to bring back a code amendment addressing the desire to have professional experience for the two at-large members.

ANALYSIS

Chapter 2.30, Planning Commission, Section 2.30.040 Qualifications is proposed to be amended to include the following:

D. Professional experience in a field closely related to development such as land use or environmental planner, surveyor or engineer, designer, architect, building contractor or other closely related professions is desired for the two at-large members.

This language is proposed to be added based upon the Council's direction at the December 18, 2023, Regular City Council meeting. As of the date of this staff report, both at-large positions are vacant and recruitment to fill both positions will begin in late March of 2024. It's anticipated that Council will have applications to review and make selections to fill these two vacancies in April or May of 2024.

ENVIRONMENTAL

CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to provide clarification of qualifications to become an at-large Planning Commissioner. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Track Changes

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.30 PLANNING
COMMISSION****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Purpose and Declarations.**

WHEREAS, the City Council sees a benefit of incorporating desired professional qualifications related to development for the two at-large Planning Commission members;

WHEREAS, the Municipal Code needs to be amended to include language into the code as it relates to desires professional qualifications for the at-large members;

WHEREAS, on March 4, 2024 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

- A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to provide clarification of qualifications to become an at-large Planning Commissioner. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

- B. **The proposed amendments comply with applicable state law and local ordinances.** The proposed Municipal Code amendment complies with all other applicable

requirements of state law and local ordinances. The establishment of the Planning Commission to fulfill Planning Agency obligations was established under Section 65100 of the Government Code of the state of California. Specific qualifications of the Planning Commission are established under the City of Rancho Cordova Zoning Code. Revisions to the Municipal Code implement and are consistent with both local and state regulations.

Section 3. Amendments to Title 2 Administration and Personnel

The City Council hereby adopts the amendments to Title 2 Administration and Personnel of the Rancho Cordova Municipal Code, as shown and incorporated in Exhibit A to this ordinance.

Section 4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 18.2.

ATTACHMENT 2 Exhibit A to the Ordinance

Rancho Cordova Municipal Code
Chapter 2.30 PLANNING COMMISSION

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Chapter 2.30

PLANNING COMMISSION

Sections:

- 2.30.010 Establishment.
- 2.30.020 Membership.
- 2.30.030 Application, appointments, and terms of office.
- 2.30.040 Qualifications.
- 2.30.050 Removal from office.
- 2.30.060 Vacancies.
- 2.30.070 Duties and functions of the planning commission.
- 2.30.080 Rules.
- 2.30.090 Organization.
- 2.30.100 Meetings.
- 2.30.110 Voting.
- 2.30.120 Compensation.

Prior legislation: Ord. 18-2003.

2.30.010 Establishment.

Pursuant to Section 65100 of the Government Code of the state of California, there is hereby established a planning commission which shall have the powers and duties and serve the purposes enumerated in said Section 65100 and this chapter, and which shall have jurisdiction within the incorporated boundaries of the city of Rancho Cordova; provided, however: from the effective date of the ordinance codified in this section until March 1, 2023 (Phase 1), the planning commission shall only have the power to take action on the following applications, projects, approvals, permits and appeals related to:

A. Processing, considering, and approving tentative and final parcel maps under Chapter 22.20 RCMC.

B. Processing, considering, and approving major design review for new residential projects under RCMC 23.104.030 and Table 23.104-1.

C. All other planning commission responsibilities regarding applications, projects, approvals, permits, and appeals in the Rancho Cordova Municipal Code are suspended from the effective date of the ordinance codified in this section until March 1, 2023. During this time, all appeals which would otherwise be heard by the planning commission shall be heard by the city council.

And further provided, from March 1, 2023, until June 1, 2023 (Phase 2), in addition to all powers granted during Phase 1, the planning commission shall also have the power to take action on the following applications, projects, approvals, permits and appeals related to:

D. Processing, considering, and approving tentative and subdivision maps under Chapter 22.20 RCMC.

E. Processing, considering, and approving major design review for commercial and industrial projects under RCMC 23.104.030 and Table 23.104-1. [Ord. 15-2022 § 3; Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A); Ord. 5-2011 § 1; Ord. 56-2004 § 3].

2.30.020 Membership.

The planning commission shall consist of seven commission officers. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.030 Application, appointments, and terms of office.

Appointments to the planning commission shall be made by the city council as follows:

ITEM 18.2.

ATTACHMENT 2 Exhibit A to the Ordinance

Rancho Cordova Municipal Code
Chapter 2.30 PLANNING COMMISSION

Page 2/3

A. An application period of three weeks shall be opened for any vacant planning commissioner seat. All applications shall be provided to individual members of the city council needing to fill the vacant seat for review and consideration for possible nomination.

B. Five commissioners shall be nominated by the individual members of the city council and confirmed by a majority vote prior to the first meeting of the council in February 2022. A commissioner's term for those council seats up for re-election in 2024 shall coincide with the term of the councilmember that nominated that commissioner. A commissioner's term for those council seats up for re-election in 2022 shall serve an initial two years. After the conclusion of the initial two-year term, the councilmember elected in 2022 shall have the ability to nominate a new commissioner for the remainder of the term if desired. Thereafter, following each election of the city council, re-elected or newly elected members of the council shall each nominate one member to serve on the planning commission within 90 days of taking office. All commissioners nominated by an individual member of the city council shall be confirmed by a majority vote of the city council.

C. Two commissioners shall be designated at-large members and shall be selected by the city council as a body from a pool of nominees. At-large members may be nominated by any member of the city council and confirmed by a majority vote prior to the first meeting of the council in February 2022. The term of the at-large commissioners will be terms of four years. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.040 Qualifications.

Minimum qualifications for the position of planning commissioner are as follows:

A. Must be at least 18 years of age.

B. Shall not be an elected or appointed official of another public entity whose jurisdiction includes any part of the city.

C. Shall reside within the incorporated boundaries of the city of Rancho Cordova.

D. Professional experience in a field closely related to development such as land use or environmental planner, surveyor or engineer, designer, architect, building contractor or other closely related professions is desired for the two at-large members.

[Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.050 Removal from office.

A planning commissioner may be removed from office by the city council without cause, notice or hearing. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.060 Vacancies.

Vacancies which occur within the commission shall be filled for the unexpired portions of the terms pursuant to RCMC 2.30.030. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.070 Duties and functions of the planning commission.

The planning commission shall have the duties and functions as specified below.

A. Serve as the approval authority as specified in Chapter 23.104 RCMC;

B. Promote public interest in, and understanding of, the general plan, specific plans, special planning areas, and regulations relating to such plans;

C. Consider and provide recommendations to the city council on amendments to the general plan, zoning code, specific plans and special planning areas;

D. Consider subdivision matters arising from the Subdivision Map Act and this code;

ITEM 18.2.

ATTACHMENT 2 Exhibit A to the Ordinance

Rancho Cordova Municipal Code
Chapter 2.30 PLANNING COMMISSION

Page 3/3

E. Consider appeals of the community development director;

F. Perform other powers and duties as directed by the city council. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.080 Rules.

The planning commission shall adopt, subject to city council approval, rules of procedure which shall govern the conduct of hearings and other business of the commission. Copies of the rules shall be published and shall be available with the city clerk's office. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.090 Organization.

At the initial meeting of the commission, and annually thereafter at the first meeting of the calendar year for the commission, the members of the commission shall select a chairperson and vice-chairperson and shall determine the time, place, and frequency of regular meetings. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.100 Meetings.

The planning commission shall meet at least twice a month at a regularly scheduled time and date, and at other such times as the chairperson deems necessary to perform the duties of the commission. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.110 Voting.

Four members of the seven-member planning commission shall constitute a quorum, and a quorum is required for the commission to take action on any item on its agenda. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.120 Compensation.

A. Each member of the planning commission shall receive compensation for services as follows: Each member of the commission shall receive \$75.00 compensation for each planning commission meeting attended, including regularly scheduled or special meetings.

B. The city may, at the discretion of the city manager, approve payment to a member for necessary and actual expenses incurred by a member acting in an official capacity as a member of the planning commission. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

Chapter 2.30

PLANNING COMMISSION

Sections:

- 2.30.010 Establishment.
- 2.30.020 Membership.
- 2.30.030 Application, appointments, and terms of office.
- 2.30.040 Qualifications.
- 2.30.050 Removal from office.
- 2.30.060 Vacancies.
- 2.30.070 Duties and functions of the planning commission.
- 2.30.080 Rules.
- 2.30.090 Organization.
- 2.30.100 Meetings.
- 2.30.110 Voting.
- 2.30.120 Compensation.

Prior legislation: Ord. 18-2003.

2.30.010 Establishment.

Pursuant to Section 65100 of the Government Code of the state of California, there is hereby established a planning commission which shall have the powers and duties and serve the purposes enumerated in said Section 65100 and this chapter, and which shall have jurisdiction within the incorporated boundaries of the city of Rancho Cordova; provided, however: from the effective date of the ordinance codified in this section until March 1, 2023 (Phase 1), the planning commission shall only have the power to take action on the following applications, projects, approvals, permits and appeals related to:

A. Processing, considering, and approving tentative and final parcel maps under Chapter 22.20 RCMC.

B. Processing, considering, and approving major design review for new residential projects under RCMC 23.104.030 and Table 23.104-1.

C. All other planning commission responsibilities regarding applications, projects, approvals, permits, and appeals in the Rancho Cordova Municipal Code are suspended from the effective date of the ordinance codified in this section until March 1, 2023. During this time, all appeals which would otherwise be heard by the planning commission shall be heard by the city council.

And further provided, from March 1, 2023, until June 1, 2023 (Phase 2), in addition to all powers granted during Phase 1, the planning commission shall also have the power to take action on the following applications, projects, approvals, permits and appeals related to:

D. Processing, considering, and approving tentative and subdivision maps under Chapter 22.20 RCMC.

E. Processing, considering, and approving major design review for commercial and industrial projects under RCMC 23.104.030 and Table 23.104-1. [Ord. 15-2022 § 3; Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A); Ord. 5-2011 § 1; Ord. 56-2004 § 3].

2.30.020 Membership.

The planning commission shall consist of seven commission officers. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

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Appointments to the planning commission shall be made by the city council as follows:

A. An application period of three weeks shall be opened for any vacant planning commissioner seat. All applications shall be provided to individual members of the city council needing to fill the vacant seat for review and consideration for possible nomination.

B. Five commissioners shall be nominated by the individual members of the city council and confirmed by a majority vote prior to the first meeting of the council in February 2022. A commissioner's term for those council seats up for re-election in 2024 shall coincide with the term of the councilmember that nominated that commissioner. A commissioner's term for those council seats up for re-election in 2022 shall serve an initial two years. After the conclusion of the initial two-year term, the councilmember elected in 2022 shall have the ability to nominate a new commissioner for the remainder of the term if desired. Thereafter, following each election of the city council, re-elected or newly elected members of the council shall each nominate one member to serve on the planning commission within 90 days of taking office. All commissioners nominated by an individual member of the city council shall be confirmed by a majority vote of the city council.

C. Two commissioners shall be designated at-large members and shall be selected by the city council as a body from a pool of nominees. At-large members may be nominated by any member of the city council and confirmed by a majority vote prior to the first meeting of the council in February 2022. The term of the at-large commissioners will be terms of four years. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.040 Qualifications.

Minimum qualifications for the position of planning commissioner are as follows:

A. Must be at least 18 years of age.

B. Shall not be an elected or appointed official of another public entity whose jurisdiction includes any part of the city.

C. Shall reside within the incorporated boundaries of the city of Rancho Cordova.

D. Professional experience in a field closely related to development such as land use or environmental planner, surveyor or engineer, designer, architect, building contractor or other closely related professions is desired for the two at-large members.

[Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.050 Removal from office.

A planning commissioner may be removed from office by the city council without cause, notice or hearing. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.060 Vacancies.

Vacancies which occur within the commission shall be filled for the unexpired portions of the terms pursuant to RCMC 2.30.030. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.070 Duties and functions of the planning commission.

The planning commission shall have the duties and functions as specified below.

A. Serve as the approval authority as specified in Chapter 23.104 RCMC;

B. Promote public interest in, and understanding of, the general plan, specific plans, special planning areas, and regulations relating to such plans;

C. Consider and provide recommendations to the city council on amendments to the general plan, zoning code, specific plans and special planning areas;

D. Consider subdivision matters arising from the Subdivision Map Act and this code;

E. Consider appeals of the community development director;

F. Perform other powers and duties as directed by the city council. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.080 Rules.

The planning commission shall adopt, subject to city council approval, rules of procedure which shall govern the conduct of hearings and other business of the commission. Copies of the rules shall be published and shall be available with the city clerk's office. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.090 Organization.

At the initial meeting of the commission, and annually thereafter at the first meeting of the calendar year for the commission, the members of the commission shall select a chairperson and vice-chairperson and shall determine the time, place, and frequency of regular meetings. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.100 Meetings.

The planning commission shall meet at least twice a month at a regularly scheduled time and date, and at other such times as the chairperson deems necessary to perform the duties of the commission. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.110 Voting.

Four members of the seven-member planning commission shall constitute a quorum, and a quorum is required for the commission to take action on any item on its agenda. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

2.30.120 Compensation.

A. Each member of the planning commission shall receive compensation for services as follows: Each member of the commission shall receive \$75.00 compensation for each planning commission meeting attended, including regularly scheduled or special meetings.

B. The city may, at the discretion of the city manager, approve payment to a member for necessary and actual expenses incurred by a member acting in an official capacity as a member of the planning commission. [Ord. 2-2022 § 3 (Exh. A); Ord. 22-2021 § 3 (Exh. A)].

MEMORANDUM



ITEM 18.3.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE STREET NAME CHANGE OF POOPENAUT COURT TO ARTIST POINT COURT IN THE SUNRIDGE PARK COMMUNITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would change the street name of Poopenaut Court to Artist Point Court.

BACKGROUND

Poopenaut Court, named after a valley and trail head in Yosemite National Park, was developed as part of the Sunridge Park Phase II Subdivision, recorded March 7, 2006, in Book 348 of Maps, at Page 1. Poopenaut Court is a public non-residential road providing access to the Saramento Municipal Utility District (SMUD) substation facility and an adjacent City stormwater detention basin. A vicinity map is included as Attachment 2.

At the January 16, 2024, City Council Meeting, the Council selected Artist Point Court as the replacement name for Poopenaut Court. Council's decision to change the street name of Poopenaut Court was publicly noticed beginning on Friday, February 9, 2024, for a period of ten days. If the Resolution is approved by Council, a new street name sign for Artist Point Court will be manufactured and installed by the end of April 2024.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE STREET NAME CHANGE OF POOPENAUT COURT TO ARTIST POINT COURT IN THE SUNRIDGE PARK COMMUNITY

WHEREAS, Poopenaut Court was developed as part of the Sunridge Park Phase II Subdivision, recorded March 7, 2006 in Book 348 of Maps, at Page 1; and

WHEREAS, Poopenaut Court is a public non-residential road currently serving SMUD's substation facility and the City's stormwater detention basin; and

WHEREAS, at the January 16, 2024, Council Meeting, City Council was presented with five County approved street name options and selected Artist Point Court to replace Poopenaut Court; and

WHEREAS, pursuant to the Streets and Highways Code Section 970.5; Police, Fire, and the Post Office have concurred to changing the street name and the property owner(s) abutting Poopenaut Court or having a mailing address to Poopenaut Court have been notified by certified letter of the City's intent.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve changing the street name of Poopenaut Court to Artist Point Court in the Sunridge Park Community.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

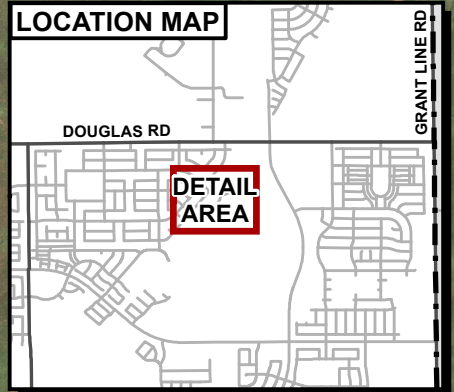
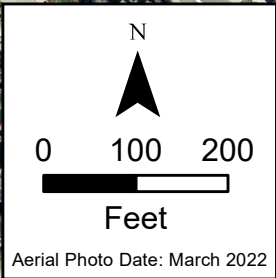
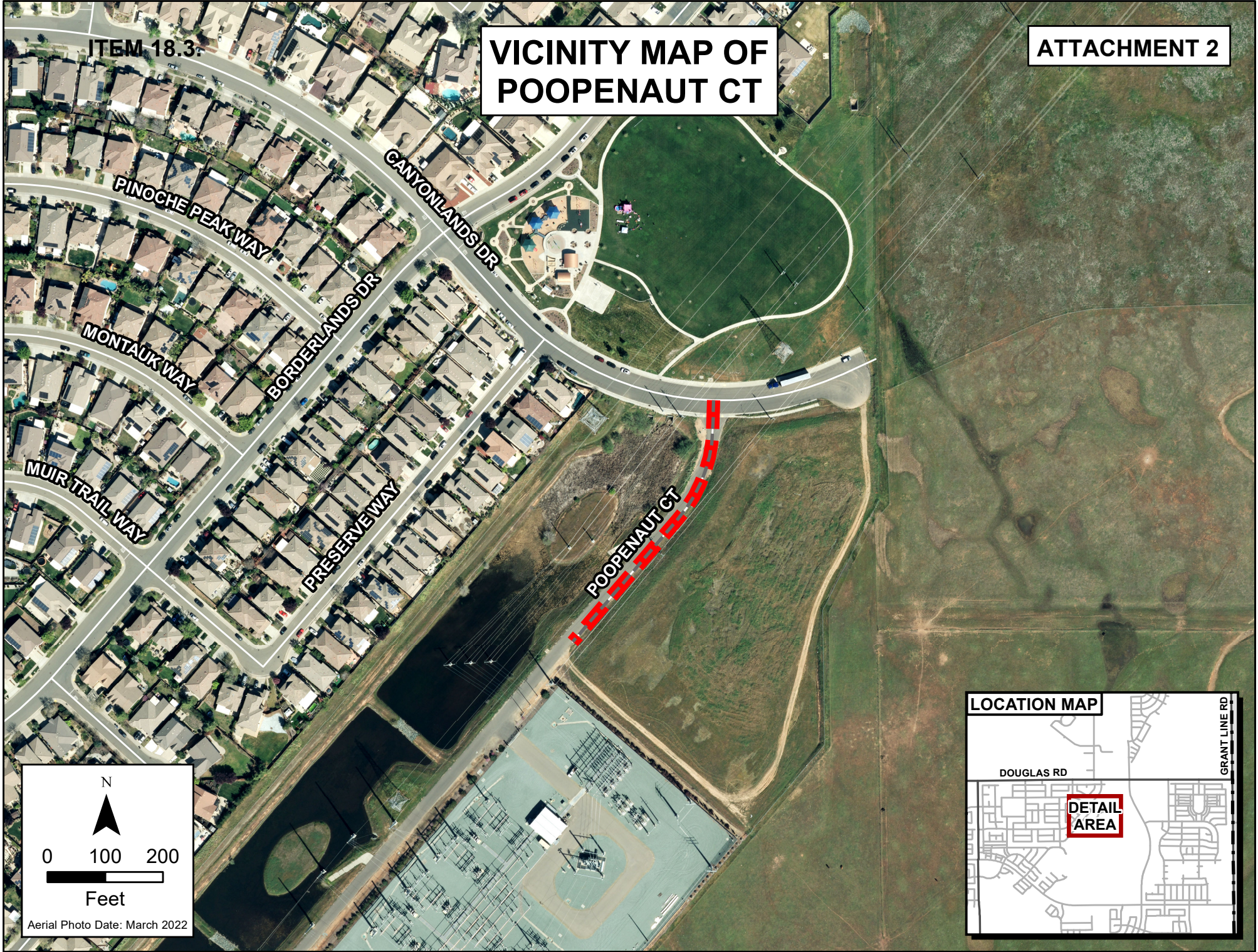
ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

VICINITY MAP OF
POOPENAUT CT

ITEM 18.3:



MEMORANDUM



ITEM 18.4.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Ka Vang, Management Analyst
Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION APPROVING THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR SUBMITTAL TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

The 2023 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) would be submitted for U.S. Department of Housing and Urban Development (HUD) review according to CDBG program requirements and timelines.

BACKGROUND

The City receives an annual entitlement allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City received \$616,496 of CDBG funds in Program Year (PY) 2023. CDBG allows the City to carry out housing and community development projects and programs, such as housing rehabilitation, neighborhood infrastructure improvements, and public services, for low- and moderate-income individuals, households, and neighborhoods.

HUD requires an annual evaluation of the programs and projects funded through its CDBG grant allocation, known as the Consolidated Annual Performance Evaluation Report (CAPER). The PY 2023 CAPER describes the City's accomplishments in the implementation of programs and activities under the CDBG program. It also reports the progress of the City in meeting overall five-year goals and priorities identified as part of the 2020-2024 Consolidated Plan.

CDBG regulations require that the public be given a 15-day period in which to review the CAPER and provide comments prior to its approval by the City Council. A public notice announcing the availability of the CAPER was published in the Grapevine Independent on February 2, 2024, and copies of the CAPER were made available for public review at City Hall and on the City's website. The public comment period closes on March 4, 2024, and any comments received will be acknowledged and incorporated in the final draft of the CAPER and submitted to HUD.

PY 2023 was the City's fourth year of the 2020-2024 Consolidated Plan cycle. The City's program is in good standing with HUD, and program administrators have continued to work on refining guidelines and procedures, assisting service providers to provide technical assistance in administering CDBG funds, and partnering with regional neighbors to improve efficiencies and identify best practices for program administration.

A summary of the accomplishments achieved in 2023 include:

- Helping 159 low-income households, including families at risk of homelessness, remain in their housing;
- Completing 5,379 code enforcement inspections of general properties in the CDBG target area;
- Conducting 4,091 inspections of rental units in the CDBG target area;
- Providing social services and meals for 126 seniors in the community;
- Completing 10 housing rehabilitation projects on homes occupied by low-income households; and
- Providing youth mentoring services to 189 at-risk youth.

FISCAL IMPACT AND FUNDING SOURCE

The CAPER has no direct fiscal impact on the City.

ATTACHMENT(S)

1. Resolution
2. Final Draft 2023 CAPER

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Rancho Cordova (City) has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, City staff have completed the 2023 CAPER; and

WHEREAS, a public notice announcing the availability of the CAPER and a 15-day public comment period for the report was published in the Grapevine Independent on February 2, 2024; and

WHEREAS, the 15-day public comment period did open February 19, 2024, and closed March 4, 2024, and the CAPER has been considered by the Rancho Cordova City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA approves the 2023 CAPER; authorizes the City Manager, or his designee, to submit the CAPER to HUD; and authorizes staff to make technical modifications to the CAPER as required by HUD, and pending any public comment received prior to March 3, 2024.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 18.4.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

City of Rancho Cordova

2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Community Development Block Grant

CR-05 - Goals and Outcomes**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.****91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Listed below are the approved projects and programs that were funded using the City's 2023 CDBG allocation. These programs were selected through a competitive application process that occurred in July and August of 2022. Each project was selected to assist in carrying out the City's CDBG priority needs, as identified in the 2020-2024 Consolidated Plan's Strategic Plan section:

- \$51,000 in funding was allocated for Code Enforcement (\$25,500) services and the Rental Housing Inspection (\$25,500) program, which provide health and safety code inspections for residential housing, businesses, and renter-occupied residential housing in the CDBG target area.
- \$47,214.43 (\$22,214.43 in CV funds and \$25,000 in EN funds) in funding was allocated to Meals on Wheels by ACC, a program that aids senior populations, including homebound seniors, by providing access to nutritious meals.
- \$37,337.20 (\$14,061 in CV funds and \$23,276.20 in EN funds) in funding was allocated to Folsom Cordova Community Partnership to help support the Group Mentoring Initiative program. This program provides youth support and improves community involvement through intensive one-on-one and group youth mentoring.
- \$31,237.20 (\$20,000 in CV funding and \$11,237.20 in EN funds) in funding was allocated to The Empowered Life Community Program to help support the SheBuilds program, supporting female youths from LMI households
- \$10,000 in funding was allocated to Boys & Girls Clubs of Greater Sacramento for the Club Connect Program, which provides weekly kits to low-income youth and families that are in need of assistance.
- \$12,961 in funding was allocated to Sacramento Self-Help Housing for a renter's helpline, which provides counseling and mediation services for landlord/tenant disputes for City residents in a housing crisis or dispute.
- \$6,919 in funding was allocated to Sacramento Self Help-Housing for fair housing services, which includes advocacy, enforcement, mediation, and marketing and education materials.
- \$253,021.60 in funding was allocated to Rebuilding Together Sacramento for homeownership repairs through the Roof Rehab & Repair Program and the Critical Systems Home Repair program.
- \$10,000 in funding was allocated to Rancho Cordova Food Locker for food recovery
- \$123,299.20 in funding was allocated to the City of Rancho Cordova's Housing Division for the general administrative costs to facilitate and manage the CDBG program. Administrative costs include the management of monitoring efforts, assisting subrecipients of CDBG funds with information and

guidance on CDBG policies and procedures, planning for future CDBG goals and actions, and any other general administration activities involved in the implementation of the CDBG program.

- \$10,000 in funding was allocated to HOME Monitoring as City is recipient of State HOME funds and is required to perform annual monitoring on HCD's behalf.

In May 2023, Sacramento Self Help Housing (SSHH) officially ceased its operations. Subsequently, the city, in collaboration with the Consortium, initiated a transition plan, exploring the utilization of 211 Connect. These measures were taken to seamlessly continue and extend support services that were previously provided by SSHH. The aim was to ensure minimal disruption and maintain assistance to our residents by the closure of SSHH. Additionally, during this time, the transition of Fair Housing, which was previously under SSHH, transitioned to Project Sentinel. Notably, Project Sentinel, a subcontractor for Fair Housing under SSHH, assumed full responsibility for Fair Housing operations.

Funds were allocated to the Rancho Cordova Food locker; however, no subsequent activity has occurred.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1, below, provides a detailed evaluation of the City's individual programs and projects, and compares them to the goals identified in the 2023 Annual Action Plan (AAP) and the 2020-2024 Consolidated Plan.

Project/Activity	Agency/Operator	Goal	Funding	Total Expenses	Indicator	Unit of Measure	Goal 5 yr Plan	Act. 5 yr Plan	% Comp.	Goal 2023	Act. 2023	% Comp.
Planning and Administration - PA-23												
Planning and Administration	City Staff	Planning and Administration	\$103,081	\$92,066.57	Successfully administered the CDBG program according to HUD regulations	Efficient Administration				NA	NA	NA
Planning and Administration: Fair Housing	Sacramento Self-Help Housing (Now Project Sentinel)	Homelessness Prevention	\$6,919	\$3,634.66	Public Services Low/Mod Housing Benefit	Household Housing Unit				NA	NA	NA
Planning and Administration: HOME Monitoring	City Staff	Planning and Administration	\$10,000	\$0	Monitoring City's State HOME project	Review Completion				NA	NA	NA
Public Services - PS-23												
Homelessness Prevention - Households and Housing Units							2,100	1184	56%	445	159	35%
Renters Helpline	Sacramento Self-Help Housing (Now 211 Connect)	Homelessness Prevention	\$12,961	\$2,930.92	Public Services Low/Mod Housing Benefit	Household Housing Unit				445	159	35%
Senior and Disability Services - Persons Assisted							500	884	176.8%	95	126	132.2%
Senior Nutrition Program	Meals on Wheels	Senior and Disability Services	\$47,214.43	\$47,214.43	Public Services other than Low/Mod Housing Benefit	Persons Assisted				95	126	132.2%
Child and Youth Services - Persons Assisted							1,000	1,678	167.8%	1,690	189	11.18%
Group Mentoring Initiative	Folsom Cordova Community Partnership	Youth Services	\$37,337.20	\$33,788.99	Public Services other than Low/Mod Housing Benefit	Persons Assisted				150	53	35%
The Empowered Life Community Program	SheBuilds	Youth Services	\$31,237.20	\$31,237.20	Public Services other than Low/Mod Housing Benefit	Persons Assisted				40	33	82.5%
Club Connect Program	Boys & Girls Clubs of Greater Sacramento	Youth Services	\$10,000	\$10,000	Public Services other than Low/Mod Housing Benefit	Persons Assisted				200	103	51.5%
Food Bank	Rancho Cordova Food Locker	Unknown	\$10,000	\$0	Public Services other than Low/Mod Housing Benefit	Persons Assisted				1,300	0	0%
Housing Preservation Program HP-23												
Housing Preservation - Code Cases and Inspections							5,000	27,128	542.56%	5,000	9,470	189.4%
Code Enforcement	City Staff	Housing Preservation	\$25,500	\$25,500	Housing Code Enforcement/Foreclosed Property Care	Code Cases				2,500	5379	112%
Rental Housing Inspection Program	City Staff	Housing Preservation	\$25,500	\$25,500	Housing Code Enforcement/Foreclosed Property Care	Code Cases				2,500	4091	163.64%
Housing Preservation - Housing Units							70	70	100%	9	10	111%
Critical Repair Program	Rebuilding Together Sacramento	Housing Preservation-Homeless Prevention	\$253,021.60	\$253,021.60	Homeowner Housing Rehabilitated	Household Housing Unit				9	10	111%
Public Infrastructure PI-23												
Public Infrastructure - Persons Provided Improved Access							30,000	51,760	173%	1	1	100%

Project/Activity	Agency/Operator	Goal	Funding	Total Expenses	Indicator	Unit of Measure	Goal 5 yr Plan	Act. 5 yr Plan	% Comp.	Goal 2023	Act. 2023	% Comp.
2023 ADA Side Walk Improvement Project	Public Works	Public Improvements	\$100,000	\$9,390	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Low-income Area				2000	0	0

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2023 program year was the fourth year of the 2020-2024 Five Year Consolidated Plan. The 2020-2024 Consolidated Plan identifies the following nine goals and priorities for projects that the City intends to fund through CDBG allocations during the plan’s five-year cycle. Those goals are as follows:

- | | | |
|----------------------------------|--------------------------------|--|
| • Homelessness Prevention | • Public Infrastructure | • Public Facilities |
| • Senior and Disability Services | • Homeless Housing | • COVID-19 Preparation, Prevention, and Response |
| • Child and Youth Services | • Housing Preservation Program | • Program Administration |

CDBG-funded programs in the 2023 program year aligned with six of the nine goals that are outlined in the 2020-2024 Consolidated Plan. The six goals supported in 2023 were Homelessness Prevention, Senior Services, Child and Youth Services, Public Infrastructure, Housing Preservation Program, and Program Administration. Table 1 above shows these goals and their associated projects in more detail, along with the one-year progress against the five-year goals established in the Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted.

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

Race	CDBG	%
White	1274	41.17%
Black or African American	543	17.55%
Asian	337	10.89%
American Indian or American Native	52	4.91%
Native Hawaiian or Other Pacific Islander	19	0.61%
American Indian or American Native and White	35	1.13%
Black or African American and White	63	2.03%
Asian and White	28	.90%
American Indian or American Native and Black/African American	16	0.51%
Other Multi-Racial	727	23.49%
Total	3,094	-
Hispanic	555	
Not Hispanic	1,364	

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table above shows the racial and ethnic distribution of persons who received assistance or services through the regular entitlement CDBG program during the 2023 program year.

The City strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. All of the CDBG-funded public service programs, including senior services, youth services, and housing counseling, are available to residents citywide. Projects that focus on facility or infrastructure improvements are generally limited to the CDBG target area so they may benefit as many low- and moderate-income residents as possible.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	764,909.66	749,615.81
Other	public - federal	861,317	856,781.64

Table 3 - Resources Made Available**Narrative**

- In the 2023 program year, the City received an award of \$616,496 and \$148,413.66 in rollover funds. The following is a list of 2023 City CDBG programs and approved allocation amounts:
 - **Planning and Administration**
 - o Planning and Administration – \$123,299.20
 - o SSHH: Fair Housing Services – \$6,919
 - o HOME Monitoring - \$10,000
 - **Housing Preservation Program**
 - o Rental Housing Inspection Program – \$25,500
 - o Code Enforcement – \$25,500
 - o Housing Repair – \$253,021.60
 - **Non-Housing Community Development Needs**
 - o Public Infrastructure and Facilities
Rancho Cordova Food Locker Food Recovery– \$10,000
 - o ADA Side Walk - \$100,000
 - **Public Services**
 - o Folsom Cordova Community Partnership: Group Mentoring Initiative – \$37,337.20
 - o Meals on Wheels: Senior Nutrition – \$47,214.43
 - o SSHH: Renters Helpline – \$12,961
 - o SheBuilds – \$31,237.20
 - o Boys & Girls Clubs of Greater Sacramento: Club Connect Program – \$10,000

All recipient and subrecipient programs performed according to CDBG Laws and Regulations, found in the Federal Code of Civil Procedure, 24 Code of Federal Regulations (CFR) Part 570 Community Development Block Grants. In addition to all laws and regulations, the City and its subrecipients have made regular drawdowns and completed quarterly reports. All projects, aside from the ADA Sidewalk Improvement project, were completed during the program year, and all projects were completed within their allocated budget. The City has met timeliness requirements every year since becoming an entitlement jurisdiction.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Area	82	76	Rental Housing Inspection, Code Enforcement, Critical Repairs projects take place in the CDBG target, Rancho Cordova Food Locker, ADA Sidewalk Program.
Citywide	18	24	Sacramento Self Help Housing (now 211 Connect), USNRG, Meals on Wheels, Folsom Cordova Partnership, Boys and Girls Club

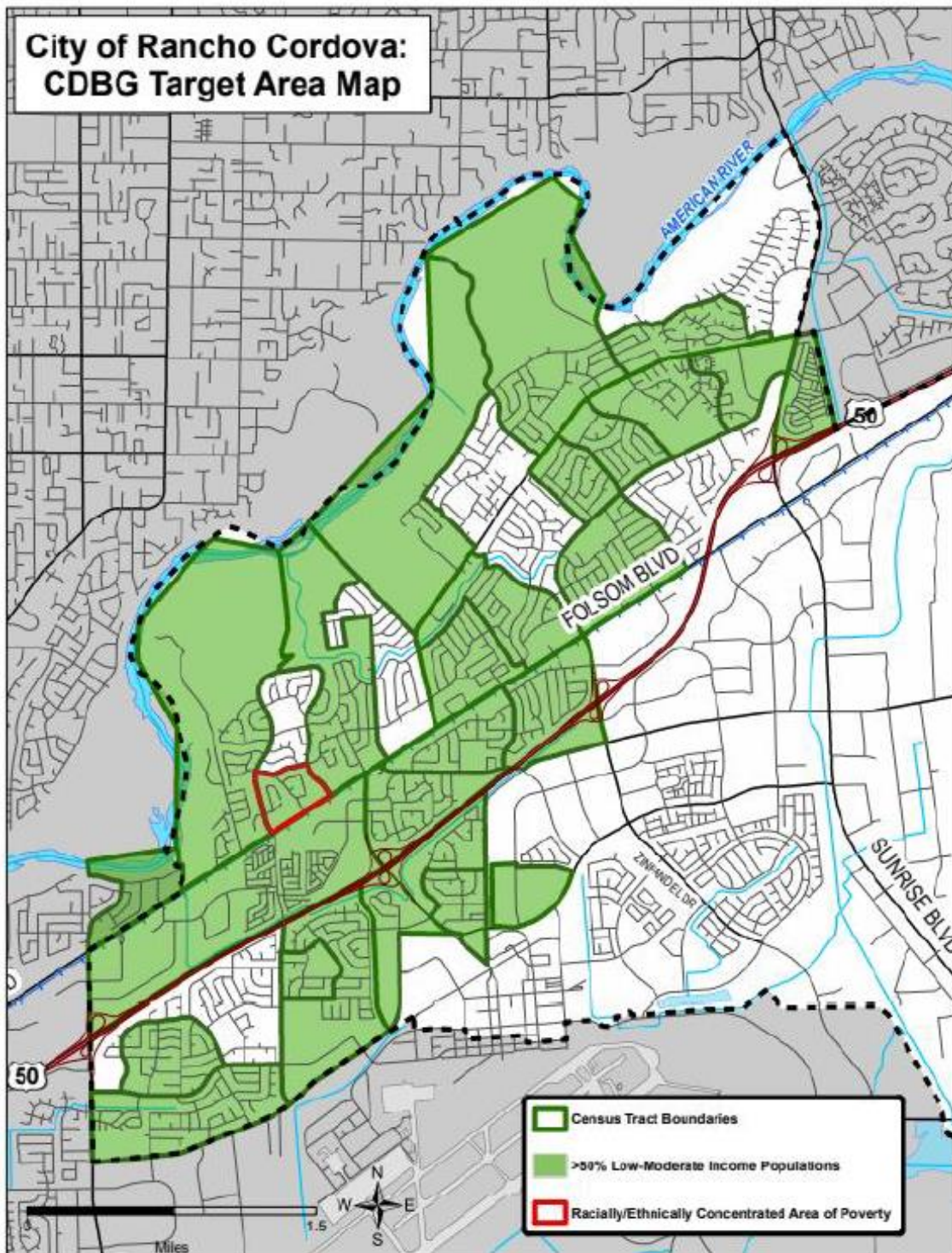
Table 4 – Identify the geographic distribution and location of investments.**Narrative**

For the 2023 program year allocation, approximately 76 percent (\$468,536.96) was spent on activities in the CDBG target area (net administration expenses).

Geographic distribution of activities is widely varied, but most activities take place in or near low- or moderate-income areas. The location of an activity largely depends on the type of activity. Some of the City's 2023 CDBG activities, such as Meals on Wheels and SSHH's Renter's Helpline, are able to serve populations across the entire City, while other projects and programs are located and provided to populations in the CDBG target area. The primary geographic area identified for use in CDBG-funded activities is the CDBG target area, which is made up of census tracts in which more than 50 percent of households earn less than 80 percent of area median income (AMI).

The Rental Housing Inspection program and Code Enforcement activities, funded by CDBG, take place in the City's designated CDBG target areas, as seen in **Map 1** below. The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

As shown in **Map 1**, much of the City, including many residential neighborhoods, is in the CDBG target area. This allows for a significant percentage of the annual CDBG allocation to be focused in these low-moderate income areas of the City.



MAP 1

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City focuses CDBG funding either on projects that are already burdened with the federal reporting requirements or on projects where there is no other viable funding source and the project can be completed with the available CDBG funding. The City's CDBG program does not have any match requirements. The City has pursued State of California housing funds whenever appropriate and will continue to look for opportunities to leverage private and non-federal resources. The City will also begin to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects will have the best results for the community and the low- and very low-income residents they are intended to serve. Sources may include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding.

The City did not utilize publicly owned land or property to address the needs identified in the 2023 Annual Action Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In the 2023 program year, the City continued to address its affordable housing needs in a variety of ways. For example, the City's partnership with Rebuilding Together Sacramento made it possible for income-qualified residents to receive health and safety repairs to their homes. These residents might otherwise not have a habitable home, which could lead to homelessness. The repair program also contributes toward the continued preservation of the existing stock of affordable housing, a high priority goal identified in the 2020-2024 Consolidated Plan. This program successfully repaired 8 homes within

the CDBG target area.

The City also preserves affordable housing through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable. The continued success of the Rental Housing Inspection and Code Enforcement programs, run by the City's Neighborhood Services Division, is largely because of the funding and technical assistance received through the CDBG program.

Discuss how these outcomes will impact future annual action plans.

The City plans to address housing needs, but without significant additional resources, the City will continue to focus CDBG dollars where they will do the most good for low- and moderate-income households through better access to affordable housing, services, and public infrastructure.

The City's plan for the 2023 program year is to continue cooperating and actively engaging the County of Sacramento in its attention to homelessness issues, including chronic homelessness and near homelessness. The City will continue to contract with 211 Connect (previously SSHH) to provide housing counseling and homelessness prevention to Rancho Cordova residents. For anyone that wishes to learn more information about 211 Connect, information is accessible to Rancho Cordova residents at <https://www.21.org/>, by telephone, and by walk-in appointment.

Due to the continued success of Rebuilding Together Sacramento's Critical Systems Repair project, the City will continue to fund this program in the 2024 AAP. This program has proven to be effective in assisting low-income individuals with housing repairs and directly benefiting individuals who lack alternative options to housing improvements. Additionally, this organization continues to abide by CDBG reporting and reimbursement procedures, which is a beneficial aspect to the administration costs of the CDBG program.

With 2023 program funds, the City allocated \$51,000 to the two City-run Neighborhood Services projects: the Rental Housing Inspection program and Code Enforcement. These programs were able to exceed their planned goals for the program year and provide the CDBG target area with blight and nuisance prevention, along with assistance in mitigating rental housing unit dilapidation and safety problems. The City has phased out these two programs for the 2024 program year. However, blight, nuisance prevention, and mitigation of rental housing unit is still carried out in the CDBG target area by other funds.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	% Total
Extremely Low-income	274	56.61%
Low-income	123	25.41%
Moderate-income	58	11.98%
Non-Low/Moderate Income	29	5.99%

Total	484	0
Total Low-to-Moderate Income Persons served	455	94%

Table 7 – Number of Households Served

Narrative Information

Income categories for the CDBG program are set through the HUD Metro Fair-Market-Rate Area (HMFA) formula. HUD adjusts this formula each year to address inflation and changes in household costs. The CDBG requirement is that a minimum of 70 percent of all CDBG recipients must be low to moderate income. The HMFA for Sacramento-Roseville-Arden Arcade, CA Metro Area in the 2023 program year was \$113,900 for a family of four; since 80 percent of HMFA is considered low income, this calculates to \$85,750 for a family of four. All persons assisted with CDBG-funded programs are required to provide income data to identify which category they fit: extremely low income (30 percent or less of HMFA), low income (31-50 percent of HMFA), moderate income (51-80 percent of HMFA), or above moderate income (81+ percent of HMFA). About 95 percent of persons assisted through CDBG funds were low- to moderate-income individuals.

Our Housing Element identifies housing solutions that solve local housing problems. It includes goals, policies, and actions to ensure development in affordable housing for families, individuals, and persons of disability. Our Consolidated Plan five-year strategy also identifies the need for affordable housing as a priority. The City of Rancho Cordova is successful at finding and applying alternative funding for past and future affordable housing projects. The Crossings at New Rancho and Crossings at Woodberry are projects that provide housing for low-income to extremely low-income households. A percentage of the housing units must be able to convert for a person with a disability. The Mather Veterans Village is another project built to meet the demand for affordable housing for veterans and those with a disability. These projects highlight the City's continued commitment to ensure affordable housing for all.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City established a set of strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Since CDBG funding fluctuates from year to year, the City is seeking additional funding for programs and services aimed at assisting homeless persons and non-homeless special needs populations to supplement funding of current programs.

In May 2023, Sacramento Self Help Housing (SSHH) officially ceased its operations. Subsequently, the city, in collaboration with the Consortium, initiated a transition plan, exploring the utilization of 211 Connect. These measures were taken to seamlessly continue and extend support services that were previously provided by SSHH. Additionally, during this time, the transition of Fair Housing, which was previously under SSHH, transitioned to Project Sentinel. Notably, Project Sentinel, a subcontractor for Fair Housing under SSHH, assumed full responsibility for Fair Housing operations.

During the 2023 program year, the City continued its relationship with SSHH (now 211 Connect) to assist homeless and special needs populations. SSHH (211 Connect) provides vital homelessness prevention services and resources to individuals and families who are at imminent risk of homelessness due to housing discrimination and/or landlord disputes. SSHH (211 Connect) also provides a Renters Helpline, as well as Housing Counseling, to help with landlord/tenant disputes and housing discrimination cases. A collaborative approach previously between SSHH (211 Connect) and Project Sentinel provides a telephone hotline, tenant education and housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute. The SSHH (211 Connect) team deals directly with concerns about landlord/tenant disputes while fair housing issues are identified and referred to Project Sentinel. The collaborative team aims to reduce housing discrimination, promote public awareness of fair housing laws and rights, and assist persons with disabilities, and to protect residents in danger of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City participates in the regional Continuum of Care (CoC) through the nonprofit Sacramento Steps Forward (SSF). SSF manages the Sacramento Area CoC process, which establishes a set of strategies and priority actions to expand the City's homeless programs and services and provide supportive housing opportunities and services. The CoC is working on several system updates to improve the flow of shelters and transitional housing, which includes policy and process improvement for the County shelters, lower barriers to housing programs, and improvement to placements into the different housing services offered in the region. Rancho Cordova is also home to the Mather Community Campus, a

transitional living facility that supports homeless individuals and families and includes job training, as well as housing and supportive services. The City also coordinated with the County, Mather Veterans Administration Hospital, and a competitively selected nonprofit development team to develop a comprehensive range of housing opportunities for homeless, near-homeless, and disabled veterans. None of these efforts are funded through CDBG and are all supported through other funding sources and staff time.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City contracts with SSHH (now 211 Connect) to provide counseling to low-income households who are at risk of becoming homeless. This program is intended to prevent homelessness, and the counseling helps individuals and households to maintain housing stability. Clients receiving services from SSHH also include those discharged from public institutions. Sacramento Steps Forward's Coordinated Access System (CAS) serves as the foundational framework for accessing shelter and crucial resources within the region. SSHH also provides assistance to tenants facing relocation as the result of the sale or dilapidation of their housing or other catastrophe. Residents can also call the Renters Helpline at (916) 498-1000 or 211 and get access to homeless and homelessness prevention services. Through a collaborative approach between SSHH and Project Sentinel, the City is able to help facilitate the provision of a telephone hotline, tenant education, housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City refers individuals to housing counseling providers that keep a detailed database of housing resources that are available to homeless and near-homeless residents. Rancho Cordova is home to the Mather Veterans Village, which provides transitional and permanent supportive housing specifically for homeless and near-homeless veterans in the region. The Mather Community Campus provides units as both a permanent and transitional living facility, as well as offering job training and supportive services for homeless individuals and families to prevent repeated patterns of homelessness. The City does not receive enough in CDBG funds to support these projects solely through the CDBG program and relies on coordination with other agencies and nonprofits as well as alternative funding sources to support these

projects.

Additionally, the City's 2021-2029 Housing Element identifies a specific policy to remove potential constraints to housing for persons with disabilities:

- H.3.3 – Provide housing for special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), persons with development disabilities, large households, people experiencing homelessness, farmworkers, and , and single-parent households.

Projects such as the Mather Veterans Village work to address underserved needs of individuals in the City with disabilities and other special needs. Concurrently, goals and policies in the Housing Element, such as the one mentioned above, work to break down barriers to affordable housing among these same populations.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The City does not own any public housing; however, the local public housing authority, Sacramento Housing and Redevelopment Agency (SHRA), manages 63 public housing units across 11 properties complexes and several single-family homes throughout the City. Additionally, there are 522 affordable housing units of various sizes (1, 2, 3, and 4 bedrooms) in the City, financed by SHRA. The 2020-2024 Consolidated Plan does not include plans to construct or operate public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

While the City is dedicated to increasing community outreach and involving neighborhoods in the decision-making process, the City does not plan to participate in any activities to increase resident involvement in SHRA-owned and -operated public housing unless specifically asked to do so by SHRA.

Actions taken to provide assistance to troubled PHAs

SHRA has a Satisfactory Participation Score with HUD.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2021-2029 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has removed regulatory barriers.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services, discussed previously in the Homeless and Other Special Needs narrative, and has worked to offer housing opportunities to underserved groups, including homeless individuals and veterans with disabilities. The City continues its active participation in County, Mather Veterans Administration Hospital, and service provider efforts to locate and develop a continuum of housing opportunities for disabled veterans. The City has continued its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The goal in this effort is to reduce the burden of providing services within each jurisdiction with CDBG funding. The City has worked directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

The City also plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will encourage area service providers to offer services in the community. In the 2023 program year, several organizations (including 211, Project Sentinel, Meals on Wheels, and Folsom Cordova Community Partnership) are being funded with CDBG funds and continuing to provide services in Rancho Cordova.

The City addressed the worst-case housing needs of persons with disabilities through activities that serve the City generally. The City funded the Renters Helpline, Housing Counseling, Code Enforcement, Rental Housing Inspection Program, and Critical Repair Program during the 2023 program year:

- Renters Helpline responds to requests from Rancho Cordova residents in danger of becoming homeless.
- Homeless Prevention is facilitated through Sacramento Steps Forward's Coordinated Access System

(CAS), which provides counseling and support services to residents at risk of homelessness or to homeless persons to aid them in securing housing.

- Code Enforcement identifies health and safety violations present in single-family housing.
- Rental Inspection Program inspects rental units for health and safety violations.
- Critical Repair Program provides home repairs to single-family homeowners.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City works with a certified lead-based paint inspector to identify lead-based paint hazards when necessary. This inspector is qualified to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard.

The City complies with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategy:

Housing Rehabilitation: All housing rehabilitation activities funded under this plan will assess lead hazard risk before proceeding, including the planned Emergency Repair Grant Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100. All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described in 24 CFR 35.110. At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described in 24 CFR 35.110.

When needed, Rebuilding Together Sacramento conducts lead-based paint inspections through a contractor.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues to fund public services intended to help poverty-level families. The City's anti-poverty strategy is based on revitalizing Rancho Cordova's existing housing stock to provide safe and decent places to live, and on supporting the services of social services agencies that promote income and housing stability. The City's strategy also includes supportive services for target-income residents, including senior and youth services. For example, after the closure of SSHH the City funded 211 Connect for the second half of the 2023 program year, as 211 Connect provides vital services and resources to families who are homeless or are at imminent risk of homelessness, and Rebuilding Sacramento Together, a program that helps low-income homeowners rehabilitate necessary health- and safety-related issues in their homes in order to avoid homelessness due to habitability issues.

The City also continued to fund other anti-poverty programs, such as the Senior Nutrition program offered by Meals on Wheels and the Folsom Cordova Community Partnership's Group Mentoring Initiative for Youth populations and their families. This latter program supports youth and enhances community involvement through intensive one-on-one youth mentoring to help improve economic opportunities for low-income youth in Rancho Cordova.

In November 2020, Rancho Cordova voters approved Measure R, a half-cent sales tax measure, which

will generate an estimated \$12 million revenue for the City's general fund. Funds may be used to attract jobs and address homelessness.

In November 2014, Rancho Cordova voters approved Measure H, a half-cent sales tax measure, which has generated revenue for the City's general fund. The local fund is called the Community Enhancement Fund and provides funding for projects administered by individual residents, organizations, businesses, and community partners who are interested in enhancing the Rancho Cordova community. During the 2023 CDBG program year, there were several Community Enhancement Fund projects, many of which will reduce the number of poverty-level families. Projects include, but are not limited to, on-site youth career centers, senior nutritional support, youth meal services, food pantry improvements, home repairs, and a winter homeless shelter.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City developed a monitoring system to ensure that the activities carried out in furtherance of the AAP are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501 and 2 CFR 200 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

The City's Community Development Department is responsible for the management, implementation, and monitoring of Consolidated Plan documents, including the AAP and all other subsequent documents related to the implementation of the CDBG program.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City strives to provide training opportunities and technical assistance to grant subrecipients and works to establish best practices. The City's goal is for all subrecipients to update their programs to integrate industry best practices into the day-to-day and long-term activities of programs. In addition, the City is continuing its initiative to coordinate activities with neighboring cities, especially in regard to responding to fair housing-related efforts. Coordinated efforts include joint monitoring of common service providers, standardizing reporting requirements and forms to encourage efficiency and consistency, and sharing information from workshops.

During the 2023 program year, the City implemented contracts with local service organizations that provide assistance to senior/elderly households, households at imminent risk of homelessness, and special needs populations. These subrecipients have all received CDBG funding in the past from the City. City staff and City Council have realized the continued need for these services.

The City will continue its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

On June 21, 2021, the City of Rancho Cordova adopted the 2021–2029 Housing Element. The Housing Element includes an analysis of vacant and underused land in the City that can be developed into housing for low-, moderate-, and above moderate-income housing. It also contains an analysis of potential governmental and nongovernmental constraints to housing development in the City as well as policies and goals the City should take to produce more affordable housing.

During the 2023 program year, the City partnered with SSHH to provide fair housing and landlord/tenant services. The City is also a partner in the Renters Helpline, a service offered by SSHH that is designed to determine if calls they receive represent a fair housing issue or a landlord/tenant or life crisis issue. SSHH staff is trained to answer calls and make accurate determinations. In the City of Rancho Cordova, the Renters Helpline assisted 94 (SSHH) and 211 65 persons between January 1, 2023, and December 31, 2023.

The Analysis of Impediments report identified issues with disproportionate housing needs, segregation and integration, and access to opportunity for residents in the City of Rancho Cordova.

Disproportionate Housing Needs

A portion of new construction homes for sale in the city fall in the moderate price range compared to the region. The average market rate housing price per square foot in Rancho Cordova is cheaper than in Sacramento County. Future development of affordable housing will assist in resolving cost-burden and housing challenges for residents within the city. The city has set aside 120 acres of Regional Housing Needs Allocation (RHNA) sites to develop affordable housing projects.

On March 4, 2020, The City Council enacted a temporary moratorium on eviction to protect residential tenants in the city during COVID. This action prevented residents from being evicted and displaced due to income loss or health care cost from COVID. More recently, the city has responded to concerned residents regarding space rent increases at the eight mobile home parks in the city. A committee was created to assist with negotiation between the mobile home park owners, the mobile home park industry associations, and residents. A resolution was reached by all parties and the Mobile Home Space Rent Memorandum of Understanding (MOU) was created. The MOU will restrict how much annual space rents can increase annually, assist with dispute resolution, and provide resources for rent subsidy programs for low-income tenants.

Segregation and Integration

The city launched a Workforce Development Program through our Economic Development Department. The program offers free educational and training opportunities to Rancho Cordova residents who are unemployed, underemployed or want to upskill to compete for higher wage jobs. A continued partnership between the local food pantries and local businesses keeps donations flowing in to serve Rancho Cordova residents in need of food support.

Access to Opportunity

The city has four SacRT light rail stations, a SmarRT Ride shuttle service, and the Rancho CordoVan that offers multiple public transit routes to residents. The city's newly built youth center will provide a safe environment and year-round programs for elementary and teenage students with a focus of equity and inclusion, mentorship, academic support, and sports activities. The Mills Crossing project is currently in development. It will include up to 120,000 square feet of affordable performing arts, health center, wellness, cultural and community space, retail, a maker space for entrepreneur opportunities, and up to 120 units of housing, of which 50% will be affordable. In 2023, the city earned the Prohousing Designation from California's Department of Housing and Community Development. Garnering \$960,000 from the one-time Prohousing Incentive Program (PIP). This funding is directed to predevelopment design activities for the affordable housing section of the Mills Crossing Project.

The city continues to improve sidewalks and rehabilitate streets in low-income and disadvantaged neighborhoods through the city's American Rescue Plan Act (ARPA) funding.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

City staff communicated with the subrecipients' staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. Staff provided technical assistance to subrecipients throughout the year as needed. During the 2023 program year, City staff performed desk monitoring to examine the progress the subrecipients were making toward performance targets. Subrecipients are required to report the demographics of their service population on a quarterly basis, as well as additional supporting information such as general ledger and program accounting documents. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

The City has continued to emphasize the importance for subrecipients to gather complete and accurate information on the persons and/or households they serve, and to regularly report their progress. The City requires all applicable CDBG subrecipients to comply with minority/women business enterprise (MBE/WBE) requirements when procuring their activities. This is written into their subrecipient agreements. At each year's Notice of Funding Availability meeting, staff informs potential CDBG subrecipients that they will be subject to a monitoring every year that they receive CDBG funds. Additionally, for all construction projects that require adherence to Davis-Bacon, staff conducts a labor compliance review to ensure the project's procurement has followed MBE/WBE standards. In October 2023, CDBG staff conducted a monitoring of the Meals on Wheels Senior Nutrition program. This organization was found to be operating CDBG activities in accordance with HUD regulations and their subrecipient agreement. The City will continue to conduct ongoing desk monitoring on all CDBG-funded programs throughout the 2023 program year, as well as a monitoring of one subrecipient that will be selected at a later date. The CDBG program has successfully met expenditure deadlines in years past and is on target to meet its deadlines for the 2023 program year. The City is also current on quarterly and semi-annual reports due to HUD.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

This report was made available for public review during a 15-day public comment period from February 19, 2024 to March 4, 2024.

A public notice announcing its availability was published in the Grapevine Independent and posted on the City's website on February 2, 2024. The public notice included the purpose of the report, the premise of the CDBG program, information identifying the public hearing that will be held to approve of the CAPER, the address of City Hall, staff contact names, mailing addresses, phone numbers, the website to view the report, and information on where to direct comments and questions.

Copies of this CAPER were made available for public review and comment in electronic format found online on the City of Rancho Cordova's website (www.cityofranhocordova.org). City Council approved the CAPER at a public hearing held on March 4, 2024.

The following is a summary of comments received from citizen participation:

- [Pending Comments]

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

n/a

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

n/a

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3**Identify the number of individuals assisted and the types of assistance provided**

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0				
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

MEMORANDUM



ITEM 19.1.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **PUBLIC HEARING TO RECEIVE PROTESTS TO THE PROPOSED STORMWATER UTILITY 1 FEE INCREASE AND A RESOLUTION TO SUBMIT THE QUESTION TO A VOTE OF THE PROPERTY OWNERS FOR APPROVAL OF THE PROPOSED STORMWATER UTILITY 1 FEE INCREASE**

RECOMMENDATION

Hold a noticed public hearing to consider protests to the proposed Stormwater Utility 1 increase and, if a majority protest is not received at the Protest Hearing, adopt the Resolution to submit the question of the proposed Stormwater Utility 1 Fee increase to a vote of the owners of the property subject to the proposed fee increase for approval.

RESULT OF RECOMMENDED ACTION

If a majority protest is not received at the public hearing, adoption of the Resolution would authorize a special election, to be held solely by mail ballot, for the purpose of submitting the proposed Stormwater Utility 1 Fee Increase to a vote of the owners of parcels that are subject to the proposed Stormwater Utility 1 Fee Increase. The results of the ballot voting would be presented at the May 6, 2024, City Council Meeting.

BACKGROUND

The Stormwater Utility 1 (SWU1) Fee was created in 1995 in order to provide safety for the residents of the City, protect property in the City from damage associated with flooding, and meet the requirements of the National Pollution Discharge Elimination System (NPDES) permit. It is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities that collect storm and surface water runoff and convey and treat such runoff safely. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, trash, and illicit discharges into the City's storm drain system.

The City of Rancho Cordova has over \$120 million in deferred maintenance and replacement costs, including outdated pump stations, local flooding, and damaged and aging infrastructure. Delay in addressing deferred maintenance will result in a growing maintenance backlog and an increased need to reactively address emergency conditions. Furthermore, the effort needed to comply with state and federal regulations continues to grow.

DISCUSSION

The SWU1 revenue is not adequate to support the City's stormwater enterprise and, as a result, the stormwater utility fund has a growing deficit. In addition, inadequate revenues generated by the current SWU1 fee have necessitated the deferral of capital improvements to the storm drain system. Staff recommends an increase to the SWU1 fee to provide adequate funding for maintenance and capital improvements of stormwater infrastructure, addressing deferred maintenance, staying in compliance with state and federal regulations, and reducing the potential for future flooding.

A "Rate Analysis Report" was prepared by Harris & Associates and found that revenue generated by the current rate is not adequate to support the City's stormwater enterprise. The analysis completed by the City found that the annual costs to maintain, replace, and improve the stormwater infrastructure in the SWU1 area is \$8.9 million per year. This cost does not include unforeseen/emergency replacement cost: \$70 million based on facilities built starting in the 1960s. The current SWU1 fee collects about \$3.5-\$4 million per year, a shortfall of approximately \$5 million per year. Increasing the rate would reduce this gap and allow the City to provide a higher level of service to address deferred maintenance, decrease the potential for flooding, and comply with growing federal and state regulations.

At the December 4, 2023, City Council meeting, staff presented multiple fee options to the Council and received direction to move forward with a proposed annual rate of \$156.79/Single Family Residential (SFR) with inflation starting in year six (6). The fee increase will be implemented over a five-year period, after which the fee will be increased annually based on the Consumer Price Index. The proposed fee schedule is summarized in the presentation.

On February 1, 2024, City staff conducted a public meeting to provide property owners another opportunity to gain information, ask questions and voice concerns. On February 5, 2024, City Council opened the protest hearing and continued the item to the regularly scheduled City Council Meeting on February 20, 2024. On February 20, 2024, City Council again continued the protest hearing to the March 4, 2024, regularly scheduled City Council Meeting. Protests will be accepted until March 4, 2024.

In tonight's action, the City will hold a noticed public hearing to consider protests to the proposed Stormwater Utility 1 increase and, if a majority protest is not received at the Protest Hearing, staff's recommendation is to adopt the Resolution to submit the question of the proposed Stormwater Utility 1 Fee increase to a vote of the owners of the property subject to the proposed fee increase for approval. The results of the ballot voting will be presented at the May 6, 2024, City Council Meeting.

FISCAL IMPACT AND FUNDING SOURCE

The proposed action will have no impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, FOR SUBMITTAL OF A STORMWATER UTILITY 1 FEE INCREASE TO OWNERS OF REAL PROPERTY SUBJECT TO THE PROPOSED INCREASE AND ADOPTING PROCEDURES FOR THE CONDUCT OF THE ELECTION

WHEREAS, revenues from the City's existing Stormwater Utility 1 fee, which has not been increased since its adoption in 1995, are not sufficient to fund the ongoing operations, maintenance, repairs and capital improvements to the City's storm drain system; and

WHEREAS, Article XIID of the California Constitution ("Proposition 218") and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) requires the City to follow certain procedural and substantive requirements when proposing to increase property-related fees (as defined in Proposition 218), such as the City's Proposed Increase to the existing Stormwater Utility 1 Fee ("Proposed Increase"); and

WHEREAS, on December 4, 2023, the City Council adopted Resolution No. 166-2023 designating a time and place for hearing protests in connection with a proposed Stormwater Utility 1 Fee increase, approving procedures in connection therewith and taking certain other actions; and

WHEREAS, before increasing the existing Stormwater Utility 1 fee, the City Council must hold a noticed public hearing to consider protests to the Proposed Increase and, if a majority protest is not received at the public hearing, the City Council must submit the question of the Proposed Increase to a vote of the owners of the property subject to the Proposed Increase for approval; and

WHEREAS, in accordance with Proposition 218, the City Council held a duly noticed public hearing on the matter of the Proposed Increase on March 4, 2024, which is not less than 45 days after mailing the notice of the Proposed Increase to the record owners of each parcel subject to the Proposed Increase; and

WHEREAS, at the March 4, 2024, Protest Hearing, the City Council took testimony, both written and oral, regarding the proposed increase.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The City Council has:

- (a) Heard and considered testimony from all persons who wished to be heard at the Protest Hearing;
- (b) Heard and considered all objections, protests, or other written communications from any persons owning real property subject to the Proposed Increase;
- (c) Received and considered oral and documentary evidence pertaining to the Proposed Increase;
- (d) Corrected minor defects, if any, in the proceedings.

SECTION 2. The City Council determines that written protests have not been received from property owners representing a majority of the parcels subject to the Proposed Increase.

SECTION 3. The City Council hereby authorizes a special election, to be held solely by mail ballot, for the purpose of submitting the Proposed Increase to a vote of the owners of parcels that are subject to the Proposed Increase.

SECTION 4. The Council hereby calls a special election, to be held solely by mail ballot, for the purpose of submitting the Proposed Increase to a vote of the owners of parcels subject to the Proposed Increase. The date of the election shall be Friday, May 3, 2024. Ballots must be received by the City Clerk no later than **5:00 p.m. on Friday, May 3, 2024**. Ballots will be opened and tabulated for public viewing in the Community Board Room located at 2729 Prospect Park Drive in the City of Rancho Cordova, on Monday, May 6, 2024, from **9:00 AM** until completed.

SECTION 5. At the special election called by this resolution, the following measure shall be submitted to the property owners voting:

To improve, upgrade and maintain the storm drain system by:

- *addressing deteriorating pipes, infrastructure, and sinkholes;*
- *protecting drinking water sources (creeks & rivers) from pollutants; and*
- *preventing local flooding due to insufficient capacity or condition.*

Do you approve the 5-year stepped annual increase and the annual adjustment in year 6 and thereafter for inflation equal to the Consumer Price Index to the Rancho Cordova Stormwater Utility 1 Fee?

YES _____
NO _____

SECTION 6. The special election called by this resolution shall be conducted in accordance with procedures as set forth in the "Procedures For The Conduct Of A Protest Hearing And Vote Relating To A Proposed Increase To The Stormwater Utility 1 Fee", attached hereto and incorporated herein by this reference; Exhibit A. No impartial analysis by the City Attorney shall be required, and no arguments for or against the Proposed Increase shall be filed.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 4th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

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ATTEST:

Stacy Leitner, CMC
City Clerk

EXHIBIT "A"

**PROCEDURES FOR THE CONDUCT OF A
PROTEST HEARING AND VOTE RELATING TO A PROPOSED
INCREASE TO THE STORMWATER UTILITY 1 FEE**

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the proposed increase to the Stormwater Utility 1 Fee (the "Stormwater Utility 1 Fee").

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F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the proposed increase to the Stormwater Utility 1 Fee will apply (the "Identified Parcels") and the amount of the proposed increase for each Identified Parcel for Fiscal Year 2024-25.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility 1 Fee and shall remain available for public inspection.

B. Notice of the Protest Hearing on the Proposed Stormwater Utility 1 Fee

Notice of the protest hearing on the proposed increase to the Stormwater Utility 1 Fee shall be sent by first class mail at least forty-five (45) days prior to the date set for the protest hearing to

ITEM 19.1.

ATTACHMENT 1

the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the proposed increase to the Stormwater Utility 1 Fee;
- The amount of the proposed increase to the Stormwater Utility 1 Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the proposed increase to the Stormwater Utility 1 Fee was calculated;
- The reason for the proposed increase to the Stormwater Utility 1 Fee;
- The effect of a majority protest; and
- The date, time and location of a public hearing on the proposed increase to the Stormwater Utility 1 Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility 1 Fee.

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur **up until the close of the Protest Hearing on March 4, 2024**. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the protest hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the protest hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the protest hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the protest hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Protest Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the protest hearing, the City Council shall:
 - (i) Hear a staff presentation pertaining to the proposed increase to the Stormwater Utility 1 Fee; and
 - (ii) Hear all persons interested in the matter of the proposed increase to the Stormwater Utility 1 Fee; and
 - (iii) Receive all written communications regarding the proposed increase to the Stormwater Utility 1 Fee.
2. The protest hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the proposed increase to the Stormwater Utility 1 Fee.
3. If the City Council determines at the close of the protest hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the proposed increase to the Stormwater Utility 1 Fee shall not be approved.
4. If the City Council determines at the close of the protest hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in an increase to the Stormwater Utility 1 Fee for any Identified Parcel which is greater than the amount shown in the notice of the protest hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt an Ordinance amending Chapter 15.11 of the Municipal Code related to the Stormwater Utility 1 Fee, subject to voter approval; and
 - (iv) Adopt a resolution calling for a property owner vote regarding the proposed increase to the Stormwater Utility 1 Fee.

F. Conduct Property Owner Vote; Determination of a Majority Consent

Pursuant to Government Code Section 53755.5(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the proposed increase to the Stormwater Utility 1 Fee shall be sent by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

ITEM 19.1.

ATTACHMENT 1

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."
- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 5:00 p.m. on one (1) business day preceding the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:00 p.m. on one (1) business day preceding the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punch card or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility 1 Fee shall not be imposed.

If majority approval exists, the City Council may impose the increase to the Stormwater Utility 1 Fee pursuant to the Ordinance.

ITEM 19.1.



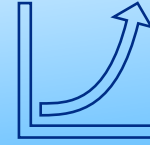
ATTACHMENT 2



Stormwater Utility Rate Assessment

March 4, 2024

PURPOSE- FUNDING NEEDS



- **Safety improvements:**
 - Alleviate local flooding.
 - Storm Response.
- **Increasing Cost:**
 - Aging facilities- growing costs because of deferred maintenance and repairs.
 - Increased regulatory compliance requirements- FEMA, State Water Board.
- **Meeting Community Needs:**
 - Expedited response to resident complaints and community needs.
 - Need for robust outreach to community and business owners.
 - Need for capacity Improvements.



RESULTS OF NOT INCREASING THE FEE

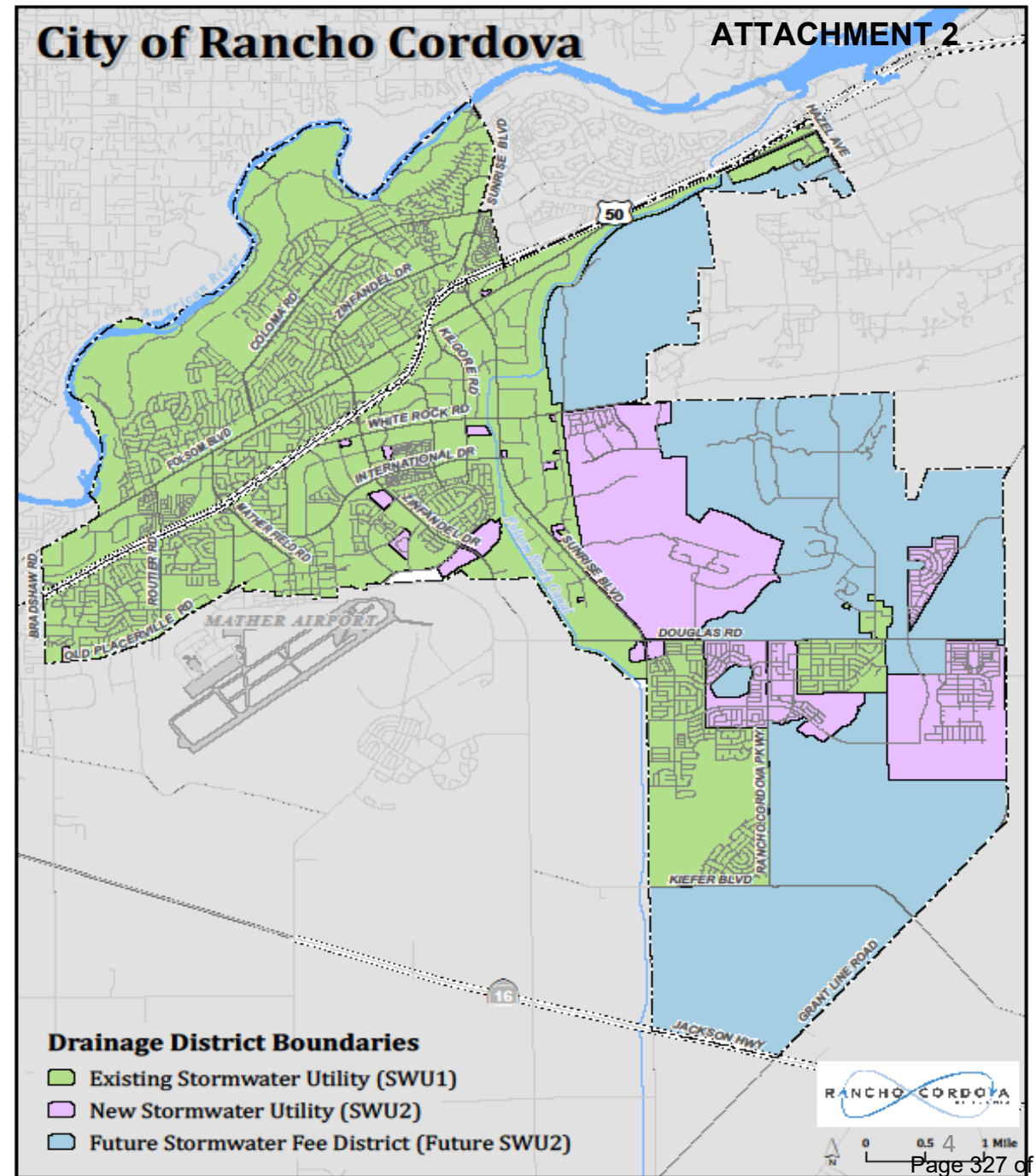
- \$50 Million in identified improvements (masterplan) will grow.
- \$70 Million in replacement cost (based on facilities built starting 1960s) will grow.
- Level of service will be impacted- increased flood risk could affect emergency access and movement of goods and services.
- Ability to react to extreme storm events/ atmospheric rivers will be impacted.
- More emergency response and reduced ability for long range planning.
- Reduces resources to comply with state and federal regulations.
- Increases legal liability.

Background

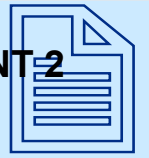
Stormwater Utility I (SWUI)



- SWUI established in 1995 by Sacramento County.
- SWU is an enterprise fund- revenues and expenditures are segregated into a fund. Can only be used for stormwater program.
- No inflator/annual adjustment.
- MAP of SWUI & SWUII



Proposed Rate & Options



DMU- Single Family Residential

Stormwater Utility Rate	FY23-24	Year 1 FY24-25	Year 2 FY25-26	Year 3 FY26-27	Year 4 FY27-28	Year 5 FY28-29
Annual Fee	\$70.08	\$82.39	\$96.79	\$113.69	\$133.59	\$156.79
Monthly Fee	\$5.84	\$6.87	\$8.07	\$9.47	\$11.13	\$13.06
Annual Increase (\$)		\$12.30	\$14.40	\$16.90	\$19.90	\$23.20
% increase		17.5%	17.5%	17.5%	17.5%	17.4%

Proposed Motion & Next Steps

Proposed Motion-

Hold a noticed public hearing to consider protests to the proposed Stormwater Utility 1 increase and, if a majority protest is not received at the Protest Hearing, approve the resolution to submit the question of the proposed Stormwater Utility 1 Fee increase to a vote of the owners of the property subject to the proposed fee increase for approval.

Decision whether to implement the rate will be voted on by the citizens.

- If majority protest is not received, authorize City Clerk's office to mail ballots to property owners.
- Special Election- ballot tabulation [May 6, 2024](#). Must receive more than 50% approval vote of those that cast ballots to pass- simple majority.
- If over 50% approval is received, Apply new rate- [July 2024](#).

MEMORANDUM



ITEM 20.1.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-33 WITH EITHER ATLAS DISPOSAL INDUSTRIES OR ALLIED WASTE SERVICES OF NORTH AMERICA FOR THE RESIDENTIAL SOLID WASTE SERVICES AND STREET SWEEPING SERVICES CONTRACT BEGINNING JANUARY 1, 2025, THROUGH DECEMBER 31, 2034**

RECOMMENDATION

Select the preferred contractor for the Residential Solid Waste Services and Street Sweeping Services contract beginning January 1, 2025, and adopt the Resolution authorizing the City Manager to execute the contract with either Atlas Disposal Industries or Allied Waste Services of North America (Republic Services).

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the City Manager to execute Contract No. 2024-33 with either Atlas Disposal Industries or Republic Services for the Residential Solid Waste Services and Street Sweeping Services contract beginning January 1, 2025.

BACKGROUND

The current contract with Republic Services for residential solid waste collection and street sweeping services expires on December 31, 2024. On January 17, 2023, the City Council directed staff to proceed with a competitive procurement process for a new contract beginning January 1, 2025. On June 28, 2023, the City released a Request for Proposals document and four proposals were received on September 15, 2023. On December 4, 2023, the proposal evaluation committee presented Atlas Disposal and Republic Services as the finalists to the City Council and recommended award of the new contract to Atlas Disposal. The City Council had a tie vote on December 4, 2023, with two council members voting for Atlas Disposal and two voting for Republic Services. The City Council directed both companies to submit best and final proposals, which were submitted to the City on January 5, 2024. Both Atlas Disposal and Republic Services will present their best and final offers to the City Council, which is intended to allow the Council to select the preferred contractor for the new contract beginning January 1, 2025.

FISCAL IMPACT AND FUNDING SOURCE

The draft franchise agreement includes an 8% franchise fee on collected revenue, which is projected to generate approximately \$800,000 in annual payments to the City. The franchise fee revenue will increase during the contract term due to City growth and annual adjustments to service rates. The successful proposer will also pay the City \$450,000 annually for road rehabilitation projects and \$100,000 annually to partially fund a city recycling coordinator. Finally, the successful proposer will pay \$150,000 to the City within sixty (60) days of execution of the new agreement to cover the staff, consulting and legal costs incurred during the competitive procurement process.

ATTACHMENT(S)

1. Solid Waste Presentation
2. Resolution
3. Atlas Disposal Solid Waste Contract DRAFT
4. Allied Waste Services (Republic Services) Contract DRAFT



Residential Solid Waste, Recycling and Street Sweeping Procurement Update

MARCH 4, 2024

Introduction

- The current contract with Republic Services for residential waste collection and street sweeping services expires on December 31, 2024.
- On January 17, 2023, the City Council directed staff to proceed with a competitive procurement process for a new contract beginning January 1, 2025.
- On June 28, 2023, the City released an RFP inviting proposals for a new contract.
- Four proposals were received on September 15, 2023.



Introduction (continued)



- On December 4, 2023, the proposal evaluation committee presented Atlas Disposal and Republic Services as the finalists to the City Council and recommended award of the new contract to Atlas Disposal.
- The City Council had a 2-2 vote on December 4, 2023.
- The City Council asked both companies to submit best and final offers for further consideration, which were received by the City on January 5, 2024.

Agenda for Tonight



- Staff presentation summarizing best and final offers
- 10-minute presentations from Atlas and Republic
- Receive public comment
- Staff recommendation is for the City Council to adopt a resolution authorizing the city manager to execute a final contract with either Atlas Disposal **or** Republic Services.

New Agreement Summary



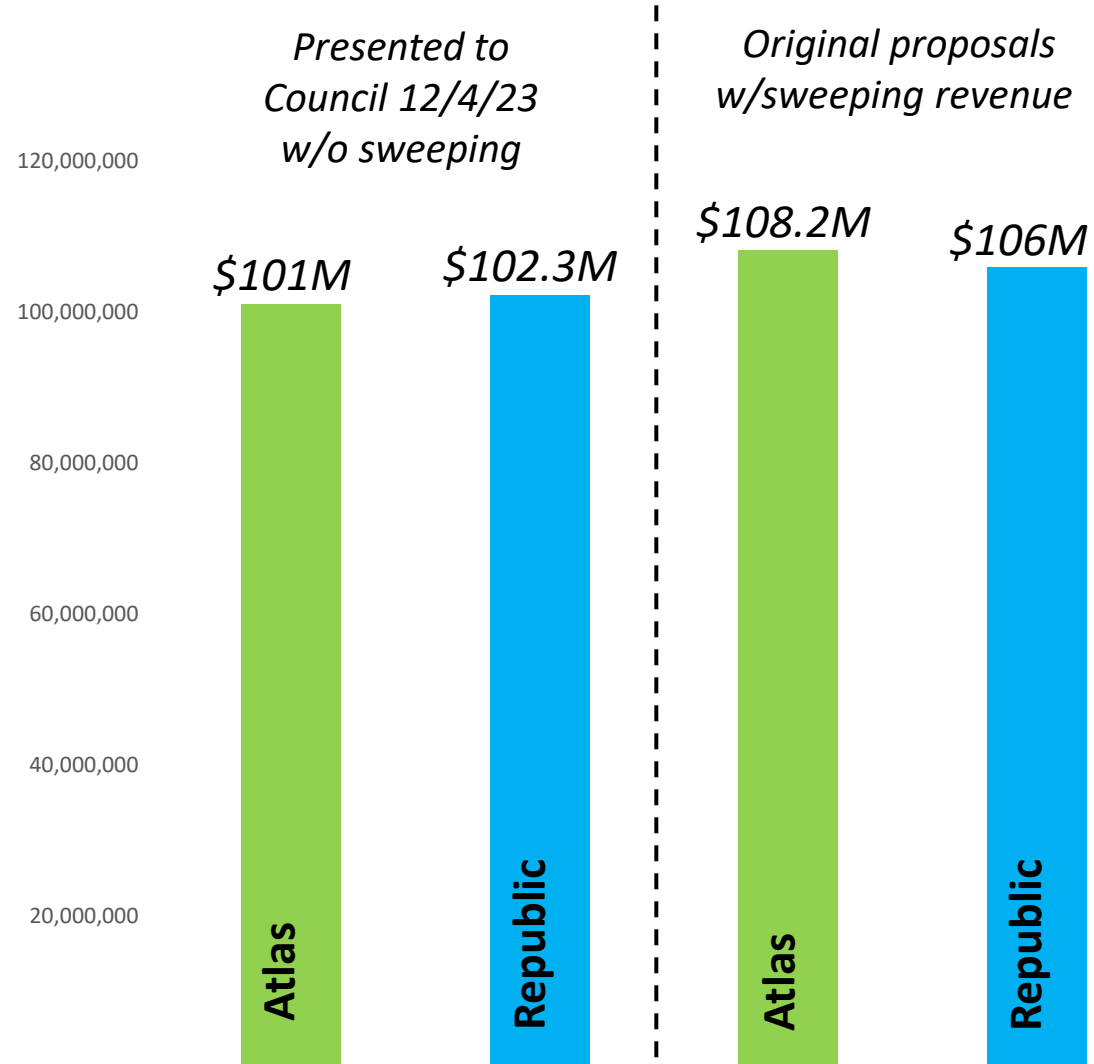
- 10-year term with possible extensions (1/1/25 – 12/30/34)
- Weekly garbage and mixed organics collection, including food waste
- 32, 64 and 96-gallon trash cans available. “Bundled” customer rates are dependent on the trash can size and include all programs and services
- Biweekly commingled recycling collection
- Curbside collection of oil, filters, sharps and household batteries and holiday trees
- Bulky item collection (3X per year at 10 yards each), with processing of collected materials to recover recyclable and reusable materials
- Garbage, recycling and mixed organics collection at City facilities at no cost to City

New Agreement Summary (continued)^{ATTACHMENT 1}

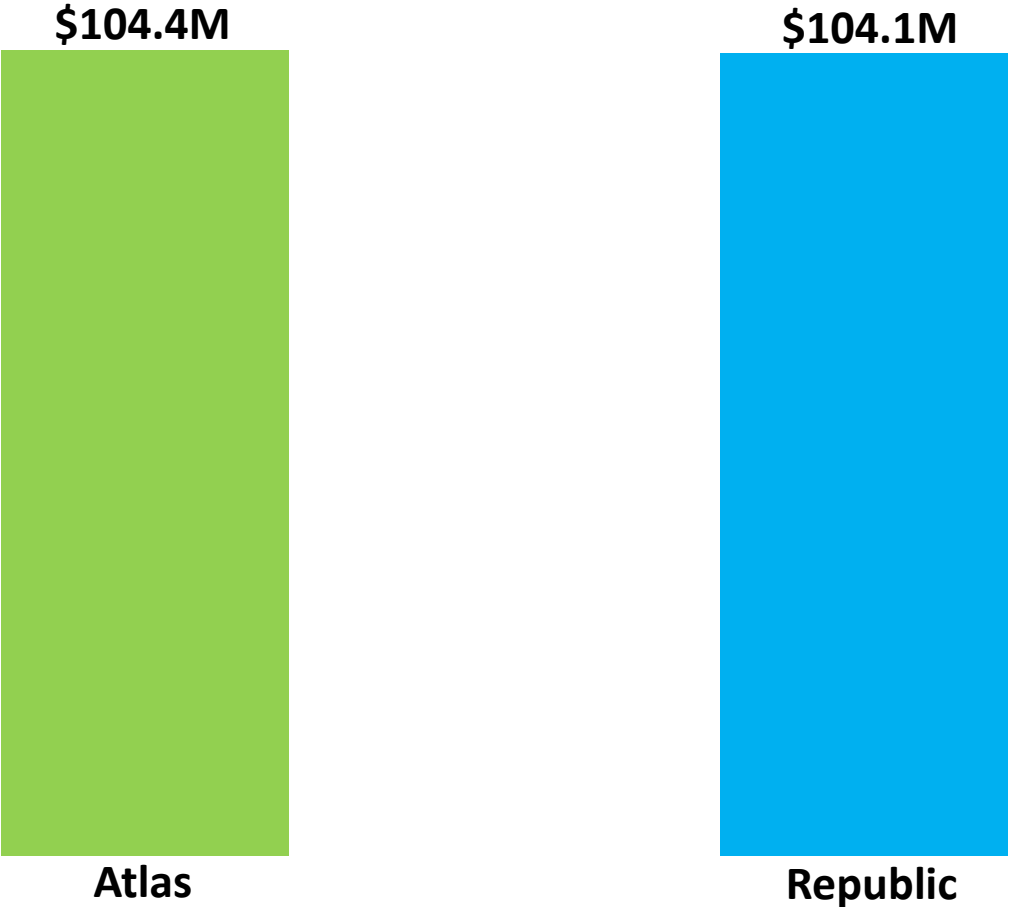


- Garbage, recycling and porta-potty services at 10 City events per year at no cost to City (4th of July, iFest, etc.)
- Billing, customer service and public education
- Street sweeping (14 sweeps per year on residential streets)
- 40% minimum “diversion” rate with liquidated damages for noncompliance
- 2,000 cubic yards per year of illegal dumping collection at no cost to City
- New compressed natural gas collection vehicles by July 1, 2026 (within 18 months of start of new contract)

Comparison of 10-Year Total Proposed Resident Payments To Waste Haulers



Comparison of 10-Year
Total Proposed Resident Payments To Waste Haulers
Best and Final Offers



Comparison of Bi-Monthly Rates with Street Sweeping
Best and Final Offers



**Best and Final Offers w/Street Sweeping
 January 1, 2025 Rate Comparison**

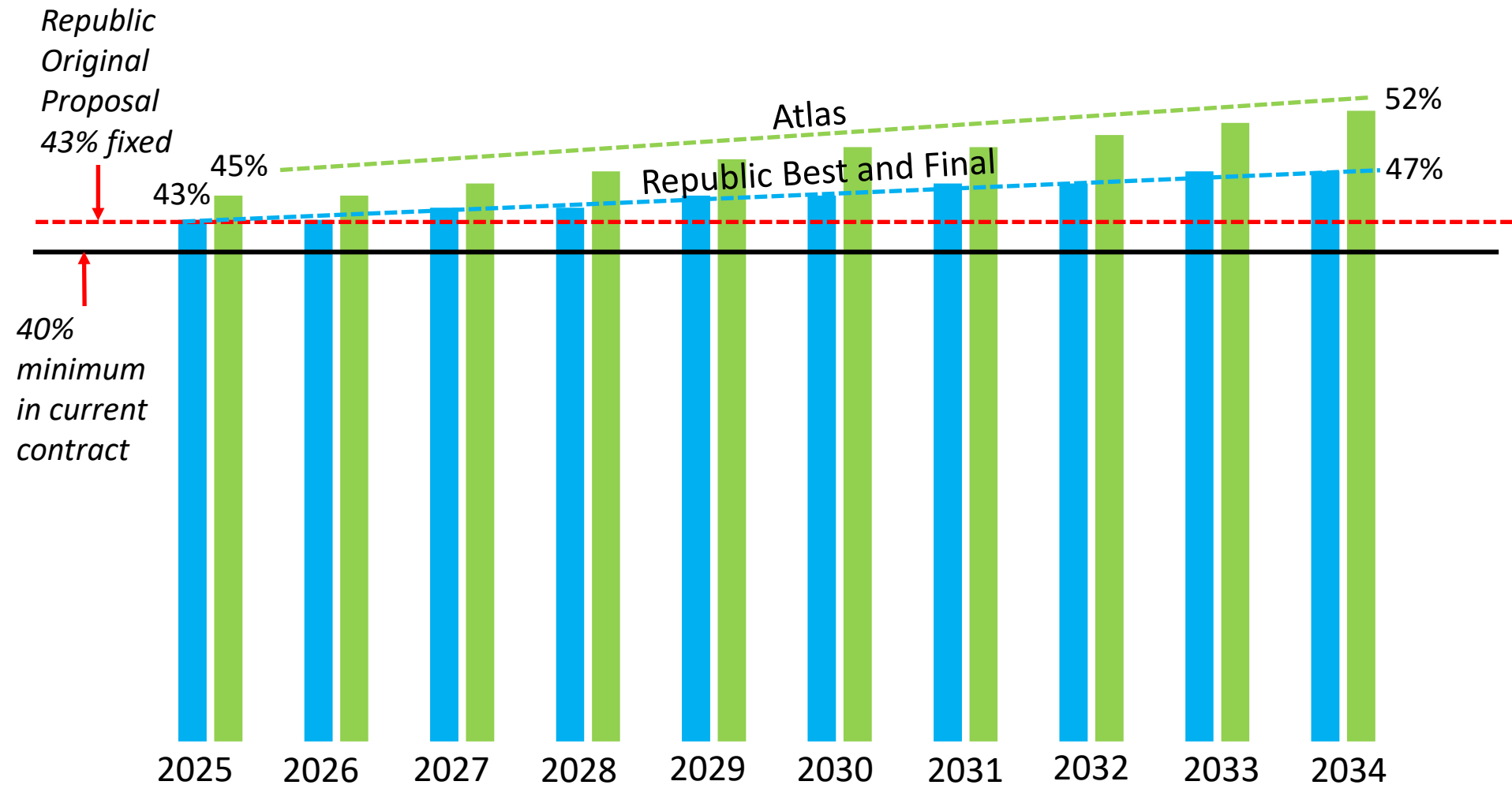
Service Level	Atlas	Repubic	% of customers
32-gallon trash	\$ 66.14	\$ 66.32	21.8%
64-gallon trash	\$ 78.64	\$ 78.52	63.1%
96-gallon trash	\$ 104.50	\$ 103.78	15.1%

Best and Final Offer Summary for Bi-Monthly Rates



Atlas Disposal Best and Final Offer w/Street Sweeping January 1, 2025 Rate Comparison			
Cart Size	% Increase Original Proposal	% Increase BAFO	BAFO Savings
32-gallon trash	12.8%	10.1%	\$ (1.66)
64-gallon trash	12.6%	10.6%	\$ (1.42)
96-gallon trash	12.2%	11.2%	\$ (0.96)
Republic Services Best and Final Offer w/Street Sweeping January 1, 2025 Rate Comparison			
Cart Size	% Increase Original Proposal	% Increase BAFO	BAFO Savings
32-gallon trash	11.9%	10.4%	\$ (0.88)
64-gallon trash	11.9%	10.4%	\$ (1.04)
96-gallon trash	11.9%	10.4%	\$ (1.38)

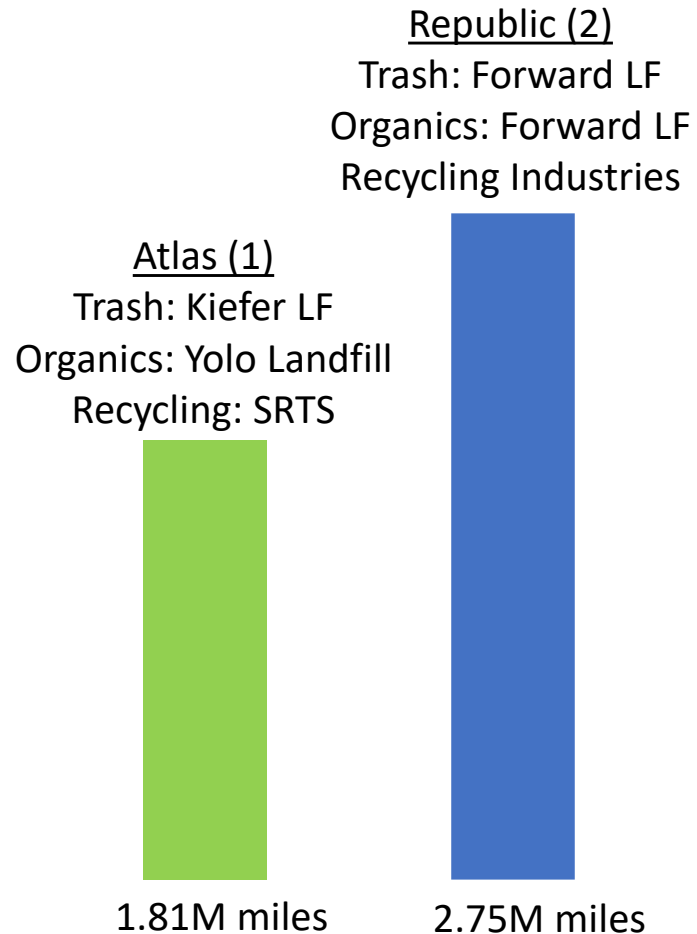
Proposed 10-Year Waste Diversion Goal Comparison



Projected 10-Year Total Mileage Comparison

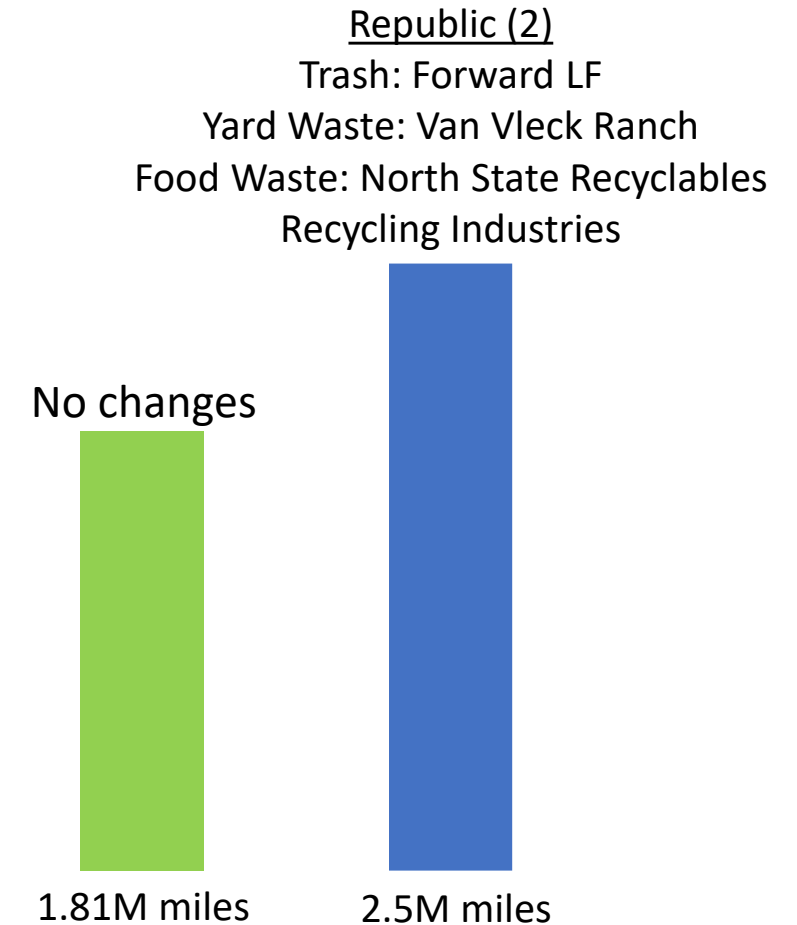
Original Proposal

~ 1M less miles with Atlas



Best and Final

~ 750K less miles with Atlas



Public Education Budget Comparison

Education Campaign Elements	Atlas Original	Atlas BAFO	Republic Original	Republic BAFO
4 annual campaigns	\$40,000	\$40,000	\$32,280	\$53,000
Annual customer service guide	\$25,000	\$25,000	\$23,000	\$23,000
School outreach	\$8,500	\$8,500	\$5,000	\$25,000
Contamination Auditing	\$7,000	\$6,000	\$3,000	\$3,000
Compost workshops	\$5,000	\$2,000	\$4,950	\$4,950
Edible Food Education and Collection Events	\$12,500	\$12,500	\$0.00	\$0.00
Sustainability in Events	n/a	\$3,000	\$7,000	\$7,000
Promotional Items for event giveaways	\$7,000	\$3,000	\$3,000	\$3,000
Scholarships	n/a	\$5,000	\$3,000	\$3,000
Other (flyers, digital ads, social media, etc.)	\$23,000	\$23,000	\$4,025	\$23,540
Total Annual Public Education Budget	\$128,000	\$128,000	\$85,255	\$145,490

Note: Atlas proposes a campaign in Contract Year 1 in the amount of \$34,000 to educate residents on the transition of service providers. The Year 1 budget for Atlas will therefore be 162,000.



10-minute presentations from Atlas and Republic

Proposal Highlights

Atlas Disposal

Republic Services



Rancho Cordova headquarters and call center with no remote customer service reps

~ 750K less vehicle miles over 10-year contract term

Edible food recovery program to support local non-profits

Potential rate uncertainty with future Kiefer Landfill tip-fee increases

\$128,000 annual public education budget. Additional \$34,000 in Year 1 for one-time hauler transition campaign

Escalating diversion rate between 45% to 52% (no change from original proposal)

RNG fuel in current vehicles and potential future electrification of fleet

20-year history servicing commercial customers in the City

Rancho Cordova corporation yard for vehicle dispatch and maintenance

Significant financial and staff resources

20% rate discount program for seniors and low-income residents using 32-gallon trash can

No landfill tip-fee increases beyond annual CPI adjustment

\$145,490 annual public education budget

Escalating diversion rate between 43% and 47% in Best and Final Offer

RNG fuel in current vehicles and potential future electrification of fleet

20-year history servicing residential and commercial customers in the City

Outstanding Legal Issues



- Potential exposure to legal action resulting from the proposed rate discount program for seniors and low-income residents
 - City Attorney has drafted and recommends an indemnity for Proposition 218 and Service Rates if the City Council selects Republic Services

Conclusion

- Atlas Disposal and Republic Services are both excellent service providers and either company is well positioned to serve City residents in the new 10-year contract.
- Staff recommendation is for the City Council to adopt a resolution authorizing the city manager to execute a final contract with either Atlas Disposal or Republic Services.
- Thank you!



CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-33 WITH _____ FOR THE RESIDENTIAL SOLID WASTE SERVICES AND STREET SWEEPING SERVICES CONTRACT BEGINNING JANUARY 1, 2025

WHEREAS, the current agreement with Allied Waste Services of North America (Republic Services) for residential solid waste collection and street sweeping services expires on December 31, 2024; and

WHEREAS, on January 17, 2023, the City Council directed staff to proceed with a competitive procurement process for a new contract beginning January 1, 2025; and

WHEREAS, the City released a Request for Proposals document on June 28, 2023 and four waste hauling companies submitted proposals on September 15, 2023; and

WHEREAS, the proposed new contract has a ten (10) year term through December 31, 2034; and

WHEREAS, the overall objective of the competitive procurement process is to achieve the best combination of services, company qualifications and price; and

WHEREAS, the City evaluation committee conducted interviews with the top two ranked companies, including Atlas Disposal and Republic Services, on October 18, 2023; and

WHEREAS, the Atlas Disposal and Republic Services proposals were presented to the City Council on December 5, 2023, and the Council vote was a tie with two councilmembers voting for Atlas Disposal and two voting for Republic Services; and

WHEREAS, at the request of the City Council both Atlas Disposal and Republic Services submitted best and final offers on January 5, 2024; and

WHEREAS, execution of the new contract will allow either Atlas Disposal or Republic Services to provide state-of-the-art municipal service to Rancho Cordova residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-33 with _____ in a form approved by the City Attorney for the contract term from January 1, 2025 through December 31, 2034.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of March, 2024 by the following vote:

AYES:

ITEM 20.1.

ATTACHMENT 2

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

DRAFT

RESIDENTIAL SOLID WASTE SERVICES AND
STREET SWEEPING SERVICES CONTRACT

Executed Between The
City of Rancho Cordova
And
Atlas Disposal Industries, LLC
January 1, 2025

1

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CITY OF RANCHO CORDOVA

244 This Contract made and entered into this _____, by and between the City of Rancho
245 Cordova, a municipal corporation of the State of California, hereinafter referred to as "City"
246 and Atlas Disposal Industries, LLC, hereinafter referred to as "Contractor".

247 The Legislature of the State of California, by enactment of the California Integrated Waste
248 Management Act of 1989 (the "Act") and subsequent additions and amendments (codified
249 at California Public Resources Code Section 40000 et seq.), has declared that it is in the
250 public interest to authorize and require local agencies to make adequate provisions for
251 solid waste, recyclables, and organic recyclables handling within their jurisdiction.

252 The State of California has found and declared that the amount of garbage generated in
253 California, coupled with diminishing landfill space and potential adverse environmental
254 impacts from landfilling and the need to conserve natural resources, have created an
255 urgent need for State and local agencies to enact and implement an aggressive integrated
256 waste management program. The State has, through enactment of the Act, directed the
257 responsible State agency, and all local agencies, to promote disposal site diversion and
258 to maximize the use of feasible garbage reduction, re-use, recycling, and composting
259 options to reduce the amount of garbage that must be disposed of in disposal sites.

260 In September 2016 Senate Bill 1383 (SB 1383) was signed into law establishing methane
261 emissions reduction targets including organics and recycling compliance targets as stated
262 in Health & Safety Code § 39730.6, which are designed to progressively achieve
263 California's goal of 75% recycling, composting or source reduction of solid waste by 2025.

264 Pursuant to its Municipal Code and California Public Resources Code Section 40059(a)
265 as may be amended from time to time, City has determined that the public health, safety,
266 and well-being require that an exclusive right be awarded to a qualified contractor to
267 provide for the collection of garbage, recyclable materials, and organic materials, except
268 for collection of materials excluded in City's Municipal Code, and other services related to
269 meeting the Act's 50 percent diversion goal and other requirements of the Act.

270 City further declares its intent to regulate and set the maximum rates Contractor may
271 charge Service Recipients for the collection, transportation, processing, recycling,
272 composting, and/or disposal of residential garbage, recyclable materials, and organic
273 materials.

274 The City Council has determined that Contractor, by demonstrated experience, reputation,
275 and capacity, is qualified to provide for the collection of residential garbage, recyclable

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276 materials, and organic materials within the corporate limits of City, the transportation of
277 such material to appropriate places for processing, recycling, composting and/or disposal;
278 and City Council desires that Contractor be engaged to perform such services on the basis
279 set forth in this Agreement.

280 This franchise agreement confers significant benefit to the Contractor including the use of
281 the City right of way to perform services. The City's franchise fees are similar to and in
282 some instances lower than comparable or geographically proximate jurisdictions. The City
283 has analyzed the amount of franchise fees charged to the Contractor and has determined
284 that these fees are reasonable in relationship to the value and benefits conferred to the
285 Contractor for the use of the City's right of way to perform services pursuant to the
286 franchise agreement as well as the increased burden to the City to maintain its right of
287 way attributed to traffic from Contractor's vehicles.

288 Contractor has represented that it has the ability and capacity to provide for the collection
289 of garbage, recyclable materials, and organic materials within the corporate limits of City;
290 the transportation of such material to appropriate places for processing, recycling,
291 composting and/or disposal; and the processing of materials.

292 Now, therefore, in consideration of the mutual covenants, Contracts and consideration
293 contained herein, City and Contractor hereby agree as hereinafter set forth:

294 **ARTICLE 1. Definitions**

295 For the purpose of this Residential Solid Waste Services and Street Sweeping Contract,
296 hereinafter referred to as "Contract", the definitions contained in this Article shall apply
297 unless otherwise specifically stated. If a word or phrase is not defined in this Article, the
298 definition of such word or phrase as contained in the appropriate chapter of the Rancho
299 Cordova Municipal Code shall control. When not inconsistent with the context, words
300 used in the present tense include the future, words in the plural include the singular, and
301 words in the singular include the plural. Use of the masculine gender shall include the
302 feminine gender.

303 1.01 Applicable Law. All Federal, State, County, and local laws, regulations, rules,
304 orders, judgments, decrees, rulings, permits, approvals, or other requirement of any
305 governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an
306 aspect of the Collection services, including judicial interpretations thereof, that are in force
307 on the Effective Date including without limitation the Act and all regulations of CalRecycle,
308 and as may be enacted, issued or amended thereafter, until termination or expiration of
309 this Contract.

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310 1.02 Approved Sharps Container. A receptacle that is approved by the City, for
311 the Collection of Sharps.

312 1.03 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to
313 and including eight (8) cubic yards, designed or intended to be mechanically dumped into
314 a loader packer type truck, that is approved for Collection Services by City. Bins may also
315 include compactors that are owned by City Service Units by which the City Collection
316 Service occurs.

317 1.04 Biohazardous or Biomedical Waste. Any waste which may cause disease or
318 reasonably be suspected of harboring pathogenic organisms; included are wastes
319 resulting from the operation of medical clinics, hospitals, and other facilities processing
320 wastes which may consist of, but are not limited to, human and animal parts, contaminated
321 bandages, pathological specimens, hypodermic needles, Sharps, contaminated clothing
322 and surgical gloves.

323 1.05 Blue Container. A Container colored as follows: (a) a lid shall be blue, or (b)
324 the body shall be blue and the lid shall be blue. Hardware such as hinges and wheels
325 may be any color.

326 1.06 Brown Goods. Electronic equipment such as stereos, televisions, computers,
327 monitors, VCR's and other similar items.

328 1.07 CalRecycle. The State of California Department of Resources Recycling and
329 Recovery.

330 1.08 Cart. A heavy plastic receptacle with an approximate capacity of at least thirty-
331 two (32) and not more than one hundred (100) gallons, having a hinged tight-fitting lid and
332 wheels, that is approved by the Contract Administrator for use by Service Recipients for
333 Collection Services under this Contract.

334 1.09 CERCLA. The Comprehensive Environmental Response, Compensation and
335 Liability Act of 1980 (42 U.S.C. Section 9600 *et. Seq*).

336 1.10 Change In Law. Change in Law means any of the following events or conditions
337 which has material and adverse effects on the performance by the parties of their
338 respective obligations under this Agreement (except for payment obligations), or on the
339 siting, design, permitting, acquisition, construction, equipping, financing, ownership,
340 possession, management operation or maintenance of the operating assets or providing
341 the franchise service or other matters to which Applicable Law applies:

342 A. the enactment, adoption, promulgation, issuance, modification, or
343 written change of or in Applicable Law, including but not limited to new or increased fees
344 and charges imposed by the State of California, U. S. Federal government, City of

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345 Rancho Cordova, or Sacramento County, directly related to the collection, handling,
346 processing, recycling or disposal of Solid Waste, or the enactment, adoption,
347 promulgation, issuance, modification, or written change in administrative or judicial
348 interpretation on or after Effective Date of any Applicable Law. Change in Law explicitly
349 precludes any changes in laws or regulations promulgated by any government agency
350 or regulatory body outside of the United States' jurisdiction;

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

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

372 1.11 City. The City of Rancho Cordova, California.

373 1.12 City Collection Service. City Garbage Collection Service, City Recycling
374 Collection Service, City Organic Recyclable Material Collection Service, City Container
375 Service, City Event Service, and Large Item Collection Service.

376 1.13 City Container Service. The Collection of Garbage and Recyclables from
377 public containers distributed and maintained by the City and the transport and delivery of
378 the collected materials to the appropriate facility.

379 1.14 City Event Service. The Collection of Garbage, Recyclables, and Organic
380 Recyclable Materials, and the provision of other services as set forth in this Contract, at
381 City-sponsored or supported events.

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382 1.15 City Service Unit. Those City properties as set forth in **Exhibit 3**, "City
383 Service Units", which is attached to and included in this Contract.

384 1.16 City Recycling Collection Service. The Collection of Recyclable Materials,
385 by the Contractor, including dry cell household batteries when set out in the place and
386 manner agreed to between the City and the Contractor, from City Service Units in the
387 Service Area and the delivery of those Recyclable Materials to a Materials Recovery
388 Facility.

389 1.17 City Garbage. Garbage resulting from the normal activities of a City Service
390 Unit. City Garbage must be generated by and at the City Service Unit wherein the City
391 Garbage is Collected and does not include items defined herein as Exempt Waste.

392 1.18 City Garbage Collection Service. The Collection of City Garbage by the
393 Contractor, from City Service Units in the Service Area, and the delivery of that City
394 Garbage to a Disposal Facility.

395 1.19 City Waste. City Garbage, Recyclables, Organic Recyclable Material, and
396 Large Items resulting from the normal activities of a City Service Unit. City Waste must
397 be generated by and at the City Service Unit wherein the City Waste is Collected and
398 does not include items defined herein as Exempt Waste.

399 1.20 Collection. The process whereby Residential Waste, City Waste,
400 Recyclable Materials and other materials are removed and transported to a Disposal
401 Facility, Organic Recyclable Material Processing Facility, Materials Recovery Facility or
402 other facility as appropriate.

403 1.21 Collection Services. Residential Collection Service, City Collection Service,
404 Special Clean-up Service, and Debris Collection Service.

405 1.22 Commercial Streets. Commercial Streets include larger arterial and major
406 collectors in the Service District, as designated by the Contract Administrator.

407 1.23 Construction and Demolition Debris. Used or discarded materials resulting
408 from construction, remodeling, repair or demolition operations on any pavement, house,
409 commercial building or other structure and such other materials as may be removed during
410 the normal cleanup process of such construction, remodeling, repair, or demolition
411 operations.

412 1.24 Consumer Price Index. Water and sewer and trash collection services in U.
413 S. city average, all urban consumers, seasonally adjusted. Series Ed: CUSR0000SEHG.

414 1.25 Container. Any Cart or Bin.

415 1.26 Contamination Charge. Additional charge to Service Recipient for
416 Recycling Carts or Organic Recyclable Material Carts that are visibly contaminated..

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417 1.27 Contract. The written document and all amendments thereto, between the
418 City and the Contractor, governing the provision of Residential Solid Waste Services and
419 Street Sweeping Contract as provided herein.

420 1.28 Contract Administrator. That person, or their designee, designated by the
421 City to administer and monitor the provisions of this Contract.

422 1.29 Contract Year. Each twelve (12) month period from January 1 to December
423 31.

424 1.30 Contractor. That person or entity that has obtained from the City a Contract
425 to provide Collection Services and Street Sweeping Services as set forth herein.

426 1.31 County. Sacramento County, California.

427 1.32 Curb Mile. The distance of one mile along one side of a street as measured
428 by the City along the center line of the street. Distances along Median Islands are
429 considered Curb Miles.

430 1.33 Debris Collection Service. The Collection and appropriate disposal or
431 processing of abandoned or discarded Large Items and other materials in the public right
432 of way by the Contractor within the Service Area. Such Collection by the Contractor shall
433 be limited to the equivalent of two thousand (2,000) cubic yards in any Contract Year.

434 1.34 Deceased Wildlife. Dead animals including squirrel or other rodent, bird,
435 raccoon, possum, coyote, deer or other non-domestic animals, as deemed appropriate by
436 the City, that are found on or near City rights-of-way.

437 1.35 Disposal Facility. The facility designated by Contractor and approved by the
438 City for the disposal, or processing as appropriate, of Residential Garbage, City Garbage
439 and other materials as appropriate and acceptable, which has obtained, and maintains
440 during the term of this Contract, valid permit(s) to accept, process or dispose of Residential
441 Solid Waste, City Solid Waste and such other materials as may be delivered by Contractor
442 under the terms of this Contract.

443 1.36 Dwelling Unit. An individual living unit in a dwelling unit as defined in
444 Government Code section 66411. 7(j)(2), single-family house, condominium, townhouse,
445 mobile home, duplex (two units), triplex (three units), fourplex (four units) or building of
446 four (4) or less total individual living units intended for, or capable of being utilized for,
447 residential living other than a Hotel or Motel.

448 1.37 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Materials,
449 Sludge, Stable Matter, Green Waste or lumber that is more than five (5) feet in length in
450 its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats,
451 boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those
452 wastes under the control of the Nuclear Regulatory Commission. Exempt Waste does not

Residential Solid Waste Services and Street Sweeping Contract

453 include Used Oil, Used Oil Filters, dry cell household batteries or Sharps when placed for
454 Collection as set forth in this Contract or as otherwise directed by the City.

455 1.38 Franchised Diversion Rate. The rate of diversion that Contactor achieves
456 as defined and calculated in Section 7.02 of this Agreement.

457 1.39 Food Waste. Food scraps and trimmings and other putrescible waste that
458 results from food production, preparation, storage, consumption, or handling. Food waste
459 includes, but is not limited to, meat, fish and dairy waste, fruit and vegetable waste, grain
460 waste, and compostable food soiled paper products.

461 1.40 Garbage. All putrescible and non-putrescible solid, semi-solid, and
462 associated liquid waste, as defined in California Public Resources Code section 40191,
463 attributed to normal activities of a Service Unit. Garbage must be generated by and at the
464 Service Unit wherein the Garbage is Collected. Garbage does not include those items
465 defined herein as Exempt Waste.

466 1.41 Gray Container. A Container colored as follows: (a) the lid shall be gray or
467 black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware
468 such as hinges and wheels may be any color.

469 1.42 Green Container. A Container colored as follows: (a) the lid shall be green,
470 or (b) the body shall be green, and the lid shall be green. Hardware such as hinges and
471 wheels may be any color.

472 1.43 Green Waste. Any vegetative matter resulting from normal yard and
473 landscaping maintenance that is not more than five (5) feet in its longest dimension or six
474 (6) inches in diameter or weighs no more than fifty (50) pounds. Green Waste includes
475 plant debris, such as Palm, Yucca and Cactus, grass clippings, leaves, pruning, weeds,
476 branches, brush, Christmas trees, and other forms of Organic Recyclable Material and
477 must be generated by and at the Residential or City Service Unit wherein the Green Waste
478 is Collected. Green Waste does not include items herein defined as Exempt Waste.

479 1.44 Green Waste Collection Service. The Collection of all Green Waste from
480 Residential or City Service Units in the Service Area and the delivery of that Green Waste
481 to a Green Waste Processing Facility.

482 1.45 Gross Revenues. All monetary amounts actually collected or received by
483 Contractor for the provision of Collection Services pursuant to this Contract. Gross
484 Revenue shall include all receipts from Service Recipients including late charges,
485 Contamination Charges, etc. , including franchise fees. The term Gross Revenues, for
486 purposes of calculating Franchise Fees, does not include any revenues generated from
487 Street Sweeping Fees, the sale of Recyclable Material, compost product or energy, grants,
488 cash awards, State of California Department of Conservation payments or rebates
489 resulting from the performance of this Agreement.

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490 1.46 Hauler Route. The designated weekly itinerary or sequence of stops
491 scheduled to be performed by one collection vehicle providing regularly scheduled
492 Garbage, Recyclable Material, or Organic Recyclable Material collection services (not on-
493 call or Bulky Item/Abandoned Waste) within the Contractor's collection service area under
494 the Contract

495 1.47 Hazardous Materials. Those materials that may have a negative impact on
496 human health or the environment, including but not limited to all hazardous materials
497 defined in Health and Safety Code Section 25501, subdivision (n), namely any material
498 that, because of its quantity, concentration, or physical or chemical characteristics, poses
499 a significant present or potential hazard to human health and safety or to the environment
500 if released into the workplace or the environment. Under this Agreement, "Hazardous
501 Materials" include, but are not limited to, hazardous substances, hazardous waste, per-
502 and polyfluoroalkyl substances ("PFAS"), lead-containing paint, polychlorinated biphenyls
503 ("PCBs"), asbestos-containing materials ("ACMs"), asbestos containing construction
504 materials ("ACCMs"), and any material that Contractor reasonably believe(s) would, as a
505 result of or upon acceptance, be violation of local, state, or federal law, regulation, or
506 ordinance, including waste that cannot be disposed of in Class III landfills or material or
507 waste that in Contractor's reasonable opinion would present a significant risk to human
508 health or the environment, cause a nuisance or otherwise create or expose Contractor or
509 City to potential liability. Hazardous Materials does not include any materials, wastes, or
510 Solid Waste defined as allowable materials for collection through this Agreement.

511 1.48 High Diversion Organic Recyclable Material Processing Facility. A facility
512 that is in compliance with the reporting requirements of 14 CCR Section 18815. 5(d) and
513 meets or exceeds an annual average mixed waste organic content recovery rate of 50
514 percent between January 1, 2022 and December 31, 2024, and 75 percent after January
515 1, 2025 as calculated pursuant to 14 CCR Section 18815. 5(e) for Organic Recyclable
516 Material received from the "Mixed Waste Organic Collection Stream" as defined in 14 CCR
517 Section 17402(a)(11.5).

518 1.49 Household Hazardous Waste. Any Hazardous Waste generated incidental
519 to owning or maintaining a Residential Service Unit, excluding any Hazardous Waste
520 generated in the course of operation of a business concern at a Residential Service Unit,
521 in accordance with Section 25218. 1 of the California Health and Safety Code.

522 1.50 Hotel or Motel. A structure or building unit(s) capable of being utilized for
523 residential living where such unit or a group of such units is regularly rented to transients
524 or held out or advertised to the public as a place regularly rented to transients for periods
525 of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to
526 operate as such.

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527 1.51 Implementation Record. The information required to be maintained as
528 required by SB 1383 Section 18995.2.

529 1.52 Kitchen Food Waste Pail. A receptacle with a rated capacity not exceeding
530 two and one-half (2.5) gallons, made in a material approved by the City, having a hinged
531 lid, suitable for use in a Residential Service Unit for temporary storage of Organic
532 Recyclable Material that is approved for such purpose by the City.

533 1.53 Large Green Waste. Oversized Green Waste such as tree trunks and
534 branches with a diameter of not less than six (6) inches and not more than two (2) feet
535 and a length of not more than five (5) feet in its longest dimension, which are attributed to
536 the normal activities of a Residential Service Unit or City Service Unit. Large Green Waste
537 must be generated by and at the Residential Service Unit or City Service Unit wherein the
538 Large Green Waste is Collected.

539 1.54 Large Items. Those materials including, but not limited to, furniture,
540 carpets, mattresses, White Goods, Brown Goods, clothing, tires, Large Green Waste, or
541 some combination of such items which are attributed to the normal activities of a
542 Residential Service Unit or City Service Unit. Large Items must be generated by and at
543 the Residential Service Unit or City Service Unit wherein the Large Items are Collected.
544 Large Items do not include items herein defined as Exempt Waste.

545 1.55 Large Item Collection Service. The periodic on-call Collection of Large
546 Items, by the Contractor, from Residential Service Units or City Service Units in the Service
547 Area, and the delivery of those Large Items to a City-Approved Materials Recovery Facility
548 or such other facility as may be appropriate under the terms of this Contract. Large Item
549 Collection Service does not include the Collection of Large Items through the use of Roll-
550 Off Containers.

551 1.56 Materials Recovery Facility ("MRF"). Any facility, designated by the
552 Contractor and approved by the City, which is designed, operated, and legally permitted
553 for the purpose of receiving, sorting, processing, storing, or preparing Recyclable
554 Materials for sale or recycling, and which has obtained and maintains during the term of
555 this Contract, valid permit(s) to accept, process and store Recyclable Materials and such
556 other materials as may be delivered by Contractor under the terms of this Contract.

557 1.57 Median Island. A dividing area, normally at curb height, between opposing
558 directions of traffic not normally located along streets.

559 1.58 Non-Collection Notice. A form developed and used by the Contractor, as
560 approved by the City, to notify Service Recipients of the reason for non-collection of
561 materials set out by the Service Recipient for Collection by Contractor pursuant to this
562 Contract.

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563 1.59 Organic Recyclable Material or "Organics". Organics includes: Items
564 defined as "Food Waste" & "Green Waste"; compostable bags; paper coffee filters; food
565 soiled paper; food soiled cardboard paper coffee cups and cup sleeves; wooden
566 chopsticks, coffee stick stirrers, popsicle sticks, ice cream spoons, skewers, and other
567 uncoated or untreated wooden utensils; brown paper bags; food soiled paper towels; food
568 soiled newspaper; uncoated paper and cardboard "to go" containers (no metal or plastic);
569 cloth tea bags (plastic free); cardboard or paper egg cartons / cardboard berry baskets;
570 compostable utensils and plates (excluding compostable plastic utensils or plates); wine
571 corks (cork); toothpicks (wood); paper cupcake or muffin wrappers; and paper
572 plates/paper straws with no wax lining. Non acceptable materials in the Green Container
573 include: any glass; any metal; any plastic; any hazardous waste or hazardous substances;
574 plastic coated "to go" containers; plastic chopsticks; non-food soiled paper; non-food
575 soiled cardboard; human, animal and pet waste; polystyrene (Styrofoam); treated wood
576 waste; digestate and sludges; manure; biosolids; organic textiles & carpet; biodegradable
577 plastic; and wax coated containers such as milk and juice cartons or -coated paper cups.

578 1.60 Organic Recyclable Material Collection Service. The Collection of all
579 Organic Recyclable Material from Residential and City Service Units in the Service Area
580 and the delivery of that Organic Recyclable Material to an Organic Recyclable Material
581 Processing Facility.

582 1.61 Organic Recyclable Material Processing Facility. Any facility, designated by
583 Contractor, and approved by the City, which is designed, operated and legally permitted
584 for the purpose of receiving and processing Organic Recyclable Material and Large Green
585 Material which has obtained, and maintains during the term of this Contract, valid permit(s)
586 to accept and process Organic Recyclable Material, Large Green Material and such other
587 materials as may be delivered by Contractor under the terms of this Contract.

588 1.62 Prohibited Container Contaminants.

589 1.62.1 Non-Organic Recyclable Material placed in the Green Container,
590 including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges,
591 non-compostable paper, Construction and Demolition Debris, Residential Garbage,
592 Exempt Waste, and Hazardous Waste.

593 1.62.2 Material placed in the Gray Container that is specifically identified
594 under the Contract for collection in the Green Container or Blue Container.

595 1.62.3 Non-Recyclable Material placed in the Blue Container. Paper
596 products and printing and writing paper may be considered acceptable and not considered
597 Prohibited Container Contaminants if they are placed in the Blue Container.

598 1.63 Recyclable Materials or "Recyclables". Those materials that have been
599 source separated from Garbage, Green Waste or Organic Recyclable Materials that are
600 to be delivered to and processed at a MRF for diversion from landfill disposal. These

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601 materials will be as defined by the City from time to time. Recyclable Materials being
602 Collected at the time of Contract execution include: newsprint (including inserts); mixed
603 paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft
604 brown bags and paper, paperboard, paper egg cartons, and telephone books); glass
605 containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding
606 forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel
607 including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2)
608 feet in any dimension for any single item); bimetal containers; mixed plastics such as
609 plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of
610 HDPE, LDPE, PET, or PVC; aseptic containers; polystyrene; and dry cell household
611 batteries when set out for Collection in the manner prescribed herein; and those materials
612 added by the Contractor or City from time to time. Recyclable Materials may have a
613 negative scrap value, no scrap value or a positive scrap value.

614 1.64 Residential Collection Service. Residential Garbage Collection Service,
615 Residential Recycling Collection Service, Organic Recyclable Material Collection Service,
616 Large Item Collection Service, Sharps Collection Service, and Residential Used Oil
617 Collection Service.

618 1.65 Residential Recycling Collection Service. The Collection of Recyclable
619 Materials by the Contractor from Residential Service Units, including dry cell household
620 batteries when set out by the Service Recipient in heavy duty plastic bags and placed on
621 the Blue Cart, in the Service Area and the delivery of those Recyclable Materials to a
622 Materials Recovery Facility.

623 1.66 Residential Service Unit. Any Dwelling Unit in the Residential Collection
624 Service Area utilizing a Gray Container for the accumulation and set out of Residential
625 Garbage.

626 1.67 Residential Garbage. Garbage resulting from the normal activities of a
627 Residential Service Unit. Residential Garbage must be generated by and at the
628 Residential Service Unit wherein the Residential Garbage is Collected and does not
629 include items defined herein as Exempt Waste.

630 1.68 Residential Garbage Collection Service. The Collection of Residential
631 Garbage, by the Contractor, from Residential Service Units in the Service Area and the
632 delivery of that Residential Garbage to a Disposal Facility.

633 1.69 Residential Street. Residential Streets include smaller local or
634 neighborhood streets within the Service District, as designated by the City Representative.

635 1.70 Residential Used Oil Collection Service. The Collection of Used Oil in Used
636 Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the Contractor, from
637 all Residential Service Units in the Service Area utilizing Used Oil and Filter Containers
638 for the accumulation and set-out of Used Oil and Used Oil Filters and the appropriate

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639 disposition of the Used Oil and Used Oil Filters in accordance with the requirements of
640 this Contract.

641 1.71 Residential Waste. Residential Garbage, Organic Recyclable Material,
642 Recyclables, Large Items, Used Oil, and Used Oil Filters resulting from the normal
643 activities of a Residential Service Unit. Residential Waste must be generated by and at
644 the Residential Service Unit wherein the Residential Waste is Collected and does not
645 include items defined herein as Exempt Waste.

646 1.72 Residual or Residuals. Residual or Residuals means waste material
647 remaining after the processing of Organic Recyclable Material or Recyclable Material at
648 any facility designed, operated, and legally permitted for the purpose of receiving and
649 processing Organic Recyclable Material or Recyclable Material that is sent to a Disposal
650 Facility for disposal.

651 1.73 Roll-Off Collection Service. The Collection of Roll-Off Containers.

652 1.74 Roll-Off Container. A metal container with a capacity of twenty (20) or more
653 cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate
654 facility.

655 1.75 Route Review. A visual inspection of contents within Containers along a
656 Hauler Route for the purpose of identifying Prohibited Container Contaminants, as
657 provided for in Section 13.04.

658 1.76 SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of
659 Division 30 of the California Public Resources Code, as it may be amended and as
660 implemented by the regulations of CalRecycle, together with Sections 39730.5 through
661 39730.8 of the California Health and Safety Code, as they may be amended.

662 1.77 Service Area. The area within the corporate limits of the City of Rancho
663 Cordova.

664 1.78 Service Unit. City Service Units and Residential Service Units.

665 1.79 Service Recipient. An individual receiving Collection Services.

666 1.80 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets,
667 and other devices that are used to penetrate the skin for the delivery of medications.
668 Sharps must be generated by the Service Recipient and at the Residential Service Unit
669 wherein the Sharps are Collected.

670 1.81 Sharps Collection Service. The on-call Collection of Sharps from
671 Residential Service Units when such Sharps are generated by the Service Recipient at
672 such Residential Service Unit and the appropriate disposal of the Sharps.

673 1.82 Sludge. The accumulated solids, residues, and precipitates generated as
674 a result of waste treatment or processing, including wastewater treatment, water supply

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675 treatment, or operation of an air pollution control facility, and mixed liquids and solids
676 pumped from septic tanks, grease traps, privies, or similar disposal objects or any other
677 such waste having similar characteristics or effects

678 1.83 Solid Waste. Solid Waste means all putrescible and non-putrescible solid,
679 semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes,
680 industrial wastes, Construction and Demolition Debris, discarded home and industrial
681 appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous
682 waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid
683 and semi-solid wastes. Solid Waste does not include any Hazardous Material, including
684 any hazardous waste or low-level radioactive waste regulated under Chapter 7. 6
685 (commencing with Section 25800) of Division 20 of the Health and Safety Code, or medical
686 waste. Solid Waste includes Recyclable Materials and Organic Recyclable Materials that
687 are set out for separate Collection for the purposes of Recycling or Organics Recycling,
688 and that are not landfilled.

689 1.84 Special Clean-Up Service. The periodic Collection of Large Items and other
690 materials using Roll-Off Containers by the Contractor resulting from City sponsored
691 special clean-up program events. Such Collection by the Contractor shall be limited to the
692 equivalent of twelve hundred (1,200) cubic yards in any Contract Year.

693 1.85 Street Sweeping Service. The sweeping of Residential Streets and
694 Commercial Streets, and the transportation and disposal of Sweep Waste.

695 1.86 Stable Matter. Manure and other waste matter normally accumulated in
696 stables or in livestock or poultry enclosures.

697 1.87 Sweep Waste. The accumulated waste materials generated as a result of
698 performing Street Sweeping Services. Sweep Waste includes, but is not limited to,
699 deposits of loose dirt, rocks, glass, cans, small debris, leaves, sticks, papers, yard
700 trimmings residue or any like materials that can be removed by Street Sweeping
701 operations.

702 1.88 Sweeper Route. A daily path or itinerary followed by a sweeper that has
703 been clearly divided into Residential and Commercial sections.

704 1.89 Traffic Island. Islands, some of which have handicapped access cut-outs,
705 which are usually found at street intersections whose primary function is to protect and aid
706 pedestrians from vehicles.

707 1.90 Used Oil. Any oil that has been refined from crude oil or has been
708 synthetically produced, and is no longer useful to the Service Recipient because of
709 extended storage, spillage or contamination with non-hazardous impurities such as dirt or
710 water; or has been used and as a result of such use has been contaminated with physical

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711 or chemical impurities. Used Oil must be generated by and at the Residential Service Unit
712 wherein the Used Oil is collected. Used Oil does not include transmission fluid.

713 1.91 Used Oil Container. A plain co-poly container provided by the Contractor
714 for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has
715 a screw-on lid and has a label designating it for use as a Used Oil Container.

716 1.92 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient
717 because of extended storage, spillage or contamination with non-hazardous impurities
718 such as dirt or water, or has been used and as a result of such use has been contaminated
719 with physical or chemical impurities. Used Oil Filters must be generated by and at the
720 Residential Service Unit wherein the Used Oil Filter is collected.

721 1.93 Used Oil Filter Container. A six (6) mil poly bag with double track seal with
722 dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one
723 and one-quarter (1¼) inch diameter hole above the seal, provided by the Contractor for
724 the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil
725 Filter Container.

726 1.94 White Goods. Inoperative and discarded refrigerators, ranges, water
727 heaters, freezers, and other similar household appliances.

728 1.95 Work Day. Any day, Monday through Friday that is not a holiday as set
729 forth in Section 9.03 of this Contract.

730 **ARTICLE 2. Term of Contract**

731 2.01 Term. The Term of this Agreement will be for ten (10) years beginning on
732 January 1, 2025 and terminating on December 30, 2034. Contractor shall commence
733 performance of its Collection Services and Street Sweeping Service obligations under this
734 Agreement on January 1, 2025 ("Effective Date").

735 2.02 Extension of Term. Contractor may request up to two, five (5) year term
736 extensions to the Initial Term, and at City's sole option, City may grant Contractor's
737 request to extend the term. Under no circumstances will City be obligated to extend the
738 term. Contractor must request the first five (5) year extension by January 1, 2033 in
739 order to be eligible for the term extension, and January 1, 2038 in order to be eligible for
740 the second term extension.

741 2.03 Other Provisions. The City may, at the end of the Contract or extension
742 term, as appropriate, either renegotiate the terms and conditions of the Contract with the
743 current Contractor or request proposals from qualified contractors to provide Collection
744 Services.

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745 2.04 Performance Review. Prior to a five (5) year extension a performance
746 review and financial review shall be conducted as described in Section 14.02. The cost
747 of the review shall be paid as specified in that Section.

748 **ARTICLE 3. Conditions Governing Services Provided by Contractor**

749 3.01 Grant of Exclusive Contract. Except as otherwise provided in this Contract,
750 the Contractor is herein granted an exclusive Contract to provide Collection Services and
751 Street Sweeping Services within the Service Area. No other Solid Waste services,
752 including commercial collection services and Roll-Off Collection Services, shall be
753 exclusive to the Contractor.

754 3.02 Sale or Donation of Recyclable Materials by Service Recipients. Nothing in
755 this Contract shall preclude a Service Recipient from transporting, selling or donating their
756 Recyclable Materials to a private or public entity provided that such entity does not charge
757 the Service Recipient a fee or service charge of any type related to the sale or donation
758 of the Recyclable Material.

759 3.03 Gardening or Landscaping Services. Green Waste removed from a
760 premises by a gardening, or landscaping, or tree trimming company as an incidental part
761 of a total service by that company rather than a hauling service is not part of this exclusive
762 Contract.

763 **ARTICLE 4. Franchise Fees and Payments**

764 4.01 Reimbursement Fee. Contractor shall reimburse the City in the amount of
765 one hundred and fifty thousand dollars (\$150,000), which Contractor and City agree
766 represents a reasonable reimbursement to City for staff, legal and consulting costs
767 incurred by the City in the negotiation of the Contract. The reimbursement fee is a one-
768 time payment to the City, paid within 60 days of execution of the Contract.

769 4.02 Franchise Fee. Contractor shall make payment to the City of a franchise
770 fee as specified in this Section 4.02. Payment to the City shall be due on the fifteenth (15th)
771 day of the month following the month the Gross Revenues are collected. Each such
772 payment shall be accompanied by an accounting, which sets forth Contractor's Gross
773 Revenue collected during the preceding month.

774 4.02.1 The franchise fee shall be a percentage of Contractor's Gross
775 Revenues collected each month under the terms of this Contract. Revenue received by
776 the Contractor from the sale of recyclable materials and revenues from Street Sweeping
777 Fees shall not be considered as Gross Revenues for purposes of the calculation of
778 franchise fees. The franchise fee percentage shall be eight percent (8%). Should the City
779 change the franchise fee at any point during this Contract, the Contractor has the right to

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780 adjust the service rates to account for that change. The City must approve any changes
781 to the service rates before the adjusted rates can be charged to the Service Recipients.

782 4.02.2 No acceptance by City of any payment shall be construed as an
783 accord that the amount is in fact the correct amount, nor shall such acceptance of payment
784 be construed as a release of any claim City may have against Contractor for any additional
785 sums payable under the provisions of this Contract. All amounts paid shall be subject to
786 independent audit and recalculation by City. If, after the audit, such recalculation indicates
787 an underpayment of more than five percent (5%) of the actual amount owed, Contractor
788 shall pay to City the amount of the underpayment and shall reimburse City for all
789 reasonable costs and expenses incurred in connection with the audit and recalculation,
790 within ten (10) days of receipt of written notice from City that such is the case. If, after
791 audit, such recalculation indicates an underpayment of five percent (5%) or less or an
792 overpayment, City shall notify the Contractor in writing of the amount of the overpayment
793 or underpayment, adjusted for all reasonable costs and expenses incurred in connection
794 with the audit and recalculation. Contractor may adjust the amount of the next franchise
795 payment due following receipt of such notice by the amount specified therein.

796 4.02.3 In the event the franchise fee or any other City fee is determined by
797 a court to be excessive, invalid or unenforceable, then: (i) Contractor shall not be obligated
798 to remit the future portion of the franchise fee or City fee deemed excessive, invalid, or
799 unenforceable to the City; (ii) to the extent the Customers are entitled to a reimbursement
800 of any excessive, invalid or unenforceable franchise fee or City fees, and City is required
801 to reimburse Contractor in the amount of the franchise fee or City fees previously remitted
802 to City that have been deemed excessive, invalid or unenforceable, thereafter, Contractor
803 shall directly reimburse all Customers entitled to reimbursement in the amount attributable
804 to each Customer account. In no event shall Contractor retain any portion of the fees
805 reimbursed by City; (iii) to the extent the Customers are entitled to a reimbursement of any
806 excessive, invalid, or unenforceable franchise fee or City fees, and City is required by a
807 court to directly reimburse Customers, Contractor shall assist City in identifying all
808 Customers entitled to a reimbursement, quantifying the reimbursement amount
809 attributable to each Customer account, and obtaining and providing to City any other
810 information needed to satisfy the obligations imposed by a court; and (iv) City and
811 Contractor will, within thirty (30) days following such court decision meet and confer to
812 negotiate in good faith and using reasonable efforts to attempt to agree on modifications
813 to the Agreement.

814 4.03 Annual Payment for City Services. Contractor shall fund additional services
815 in the amount of four hundred fifty thousand dollars (\$450,000) per year. That amount shall
816 be paid to the City on or before April 1 of each Contract Year. These funds may be
817 designated for the following services, or such other services as City may determine:

- 818
- Litter Cleanup Program;

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- 819 • Street Maintenance;
820 • Household Hazardous Waste Removal and Recycling Program.

821
822 The amount of expenditure for each program listed above, or additional programs not
823 listed, is completely at the discretion of the City.

824 4.04 Late Payments. In the event Contractor fails to pay the City any amounts
825 owed under this Article on or before the applicable due date, then in addition to the
826 amounts already owed, Contractor shall pay a penalty as specified in Article 23, except
827 to the extent that such lateness is due to extenuating circumstances. Contractor must
828 submit any request for approval of a late payment in writing at least five (5) Business
829 Days prior to the date on which fees are due, and the request must be accompanied by
830 a written explanation of the extenuating circumstances and adequate supporting
831 documentation. The City shall not unreasonably withhold its approval and shall notify
832 Contractor within three (3) Business Days of receiving the request whether and to what
833 extent the request has been approved.

834 **ARTICLE 5. Collection Service Rates**

835 5.01 Collection Service Rates. Contractor is solely responsible for determining the
836 rates it will charge for providing the Collection Services, provided that Contractor shall not charge
837 any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in
838 **Exhibit 1**, which may only be adjusted as provided in this Agreement.

839 5.02 Maximum Service Rate Adjustment. The Maximum Service Rates in
840 **Exhibit 1** shall be adjusted on July 1, 2025, and annually thereafter in accordance with
841 Section 5.03. No other adjustments shall be made except as provided in Section 28.01.

842 5.03 CPI Adjustment Calculation. Beginning on July 1, 2025, and each July 1
843 thereafter, rates shall be adjusted using the CPI Adjustment Calculation. The annual
844 adjustment shall be based on the percentage change in the 12 month average of the CPI
845 between the prior preceding calendar year ending December 31st and the preceding
846 calendar year ending December 31st. Therefore, the first rate adjustment effective July
847 1, 2025 will be based on the percentage change between the annual average of the CPI
848 for the year ended December 31, 2023 and the annual average of the CPI for the calendar
849 year ended December 31, 2024. The index sets published by the United States
850 Department of Labor, Bureau of Labor Statistics. Consumer Price Index series, All Urban
851 Consumers: Water and Sewer and Trash Collection Services, U. S. City Average
852 (CUSR0000SEHG). Contractor shall submit supporting documentation to justify the CPI
853 adjustment by April 1, 2025, and annually on April 1 thereafter. Late submittals will not be
854 accepted, and Contractor will forfeit a rate adjustment for that Contract year. The City shall

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855 evaluate the documentation submitted by the contractor and provide a written response
856 within 30 calendar days either approving or denying the annual rate adjustment.

857 5.03.1 Annual Rate Cap on Maximum Service Rates. In any Rate Year that
858 the calculation of the CPI-U exceeds five percent (5%), the total adjustment for that year
859 will equal five percent (5%) and the rollover amount will be added to the rate adjustment
860 percentage in the following year, or any subsequent year. If the CPI-U is negative (after
861 accounting for any applicable rollover percentages from prior years), there will be no CPI-
862 U adjustment for that year.

863 5.03.2 Rounding. Adjustments to the overall Service Rates shall be made
864 only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be
865 considered in making adjustments. All CPI indices shall be rounded at two (2) decimal
866 places for the adjustment calculations.

867 5.04 Extraordinary Adjustments. Contractor and City acknowledge that there
868 may be infrequent extraordinary events, including Change of Law, which, although they
869 do not prevent either party from performing, and thus do not implicate the force majeure
870 provisions hereof, nevertheless increase the cost of providing services above the Section
871 5.02 Maximum Service Rate Adjustment. The obligation of the parties in such event is to
872 negotiate in good faith in arriving at an appropriate adjustment in rates. Accordingly, at its
873 option, Contractor may apply to the City not more frequently than once every Contract
874 Year, for an extraordinary rate adjustment should an event or circumstance arise which
875 negatively impacts the economic operation of Contractor and which is in excess of the rate
876 adjustment resulting from the application of Section 5.03. An extraordinary adjustment in
877 rates will be deemed justified if it is necessary for the Contractor to make a substantial
878 change in its operations, or substantial capital expenditure or investment to perform its
879 obligations under this Agreement due to the occurrence of an event or circumstance which
880 is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only
881 be effective after approval by the City Council. For the purposes of this Section,
882 fluctuations in Recyclable Material revenue shall not be considered as a basis for an
883 Extraordinary Adjustment.

884 5.04.1 Contractor's Burden. In the event of such an application for an
885 extraordinary rate increase, it is understood that the Contractor shall have the burden of
886 demonstrating to the reasonable satisfaction of the City the basis for the extraordinary
887 increase cost. Contractor shall bear the burden of justifying its request and shall be solely
888 responsible for the cost of preparing and submitting sufficient documentation in support of
889 its request. City in its sole reasonable discretion may request Contractor to provide any
890 additional information it deems necessary to fully evaluate the request, and Contractor

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891 shall be solely responsible for the cost of providing such additional information. Contractor
892 shall allow City to review a report of its annual revenues and expenses for the services
893 provided in the City prepared by a Certified Public Accountant or a licensed public
894 accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and
895 Regulations of the State Board of Accountancy," as established by the California Code of
896 Regulations, Title 16, Chapter I ("Financial Statements"). Such Certified Public Accountant
897 or licensed public accountant shall be entirely independent of the Contractor and shall
898 have no financial interest whatsoever in the business of the Contractor. City shall have
899 the right to review this information in connection with the City's review of Contractor's
900 extraordinary rate adjustment request. With respect to any Financial Statements or any
901 other non-public information ("Confidential Information"), City agrees that: (a) it will hold in
902 confidence all Confidential Information; (b) it will restrict the disclosure of Confidential
903 Information within its own organization and to its agents or representatives who need to
904 know the Confidential Information for the purposes of the request; (c) it will not disclose
905 Confidential Information to any third party, excepting those subject to subsection (b),
906 without the prior written consent of the Disclosing Parties; (d) it will not copy and/or
907 reproduce any Confidential Information without the prior written approval of the Contractor;
908 and (e) it will not use Confidential Information except as required for consideration of the
909 request. City may consider increases or decreases in Contractor's total revenues and total
910 cost of services when reviewing an extraordinary rate adjustment request. The City will
911 inform the Contractor upon receiving a California Public Records Act request or a
912 subpoena for the Confidential Information by written notice delivered to the Contractor
913 ("Notice"). The Contractor will have five (5) calendar days from the date of the Notice to
914 inform the City in writing of its intent to assert its confidentiality rights under this
915 Agreement. The Contractor will have fifteen (15) calendar days from the date of the Notice
916 to seek judicial assistance to prevent the disclosure of the Confidential Information. If the
917 Contractor fails to act within the five (5) or fifteen (15) calendar day windows described
918 above, the City may disclose the requested Confidential Information to the requestor or
919 subpoenaing party. In the event Contractor seeks a court order to stay or enjoining the
920 disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its
921 Council, elected and appointed board or commission members, officers, employees,
922 volunteers and agents (collectively, "Indemnitees") from and against any and all loss,
923 liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of
924 any and every kind and description, whether judicial, quasi-judicial or administrative in
925 nature, arising or resulting from or in any way connected with the subject CPRA or FOIA
926 request for the Records. This Indemnity shall survive the expiration or termination of this
927 Agreement.

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928 5.04.2 Review Costs. At the time of its request, Contractor shall also
929 submit a payment to the City of Twenty-Five Thousand Dollars (\$25,000) to defray the
930 City's costs to review the request. In the event the City's reasonable costs exceed that
931 amount, Contractor shall reimburse the City for any documented amount in excess.

932 5.04.3 Meet and Confer. The City and Contractor agree to meet and
933 confer regarding the request and to negotiate in good faith regarding the appropriateness
934 of the requested adjustment.

935 5.04.4 City Review; Approval. City shall review the Contractor's request
936 and, in the City's sole and reasonable judgment, make the final determination as to
937 whether an adjustment to the Maximum Service Rates will be made, and, if an adjustment
938 is permitted, the appropriate amount of the adjustment. Approval of the City Council shall
939 be required for any Extraordinary Adjustments. The City shall notify Contractor of its
940 decision within ninety (90) calendar days regarding whether it accepts Contractor's
941 request. Except as provided herein, any such change approved by the City shall not be
942 implemented until January 1 of the next Rate Year unless a different time frame is
943 approved by the City Council.

944 5.05 Procedures in Event of Invalidation of Rate Adjustment. In the event that
945 City is unable by operation of Applicable Law to approve or implement a rate increase
946 under this Article 5, or some or all of the Maximum Service Rates are disallowed by
947 operation of Applicable Law, Contractor will have the right, within thirty (30) calendar days
948 after notice of any such inability to approve or invalidate an approved rate increase, to
949 request, in writing, that City negotiate in good faith regarding reductions in programs,
950 services, or fees to compensate for any negative impact from the unapproved or
951 invalidated rate increase. If City fails to commence negotiations in good faith or
952 negotiations are not completed within forty-five (45) calendar days following the date of
953 receipt of Contractor's request, either party may terminate this Agreement no earlier than
954 one hundred and eighty (180) calendar days after written notice to the other.

955 **ARTICLE 6. Collection Service Billing**

956 6.01 Responsibility for Service Billing and Collection. The Contractor shall be
957 solely responsible for the billing and collection of payments for all services it provides
958 under this Contract.

959 6.02 Invoices. Contractor shall prepare and send out invoices, by either U. S.
960 mail or electronic mail, to each Service Recipient in advance of all services provided by
961 Contractor under this Agreement. If sent by mail, invoices for each billing period shall
962 be placed in a separate envelope accompanied by a self-addressed return envelope.

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All invoices shall include Contractor's e-mail address and include directions for payment by payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a complete billing statement showing all charges and all services provided. City shall have the right to request that Contractor revise the format of all invoices and billing statements upon reasonable notice to Contractor.

6.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service Recipients on a bi-monthly basis. No invoice shall be due and payable sooner than the last day of the billing period.

6.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis, meaning one-fourth of the applicable rate found in **Exhibit 1** multiplied by the number of weeks of service provided by Contractor.

6.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by Service Recipients no later than thirty (30) calendar days after Contractor discovers or is notified of the overpayment. Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200.00) or the amount of Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account prior to the end of the billing period. Contractor may issue a service credit of no more than two (2) years against future invoices for all other overpayments.

6.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose accounts are delinquent by more than sixty 60 calendar days to the Contract Administrator annually by July 1st, so the City may begin the property tax lien process.

6.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other provision of this Article, Contractor reserves its right to, and may take such action as is legally available to Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor shall never discontinue Collection Services to any Service Unit.

ARTICLE 7. Diversion Requirements

7.01 Minimum Requirements. City requires Contractor to achieve a minimum annual Franchised Diversion Rates of 45% in 2025, 46% in 2026, 47% in 2027, 48% in 2028, 49% in 2029, 50% in 2030, 51% in 2031, 52% in 2032, and 53% in 2033 and 2034 (the "Minimum Annual Franchise Diversion Rate") Contractor must provide documentation to City within forty-five (45) days of the end of each calendar year stating and supporting that calendar year's Franchised Diversion Rate as set forth in Section 7.02.

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999 7.01.2 If City fails to comply with CalRecycle diversion standards
1000 due to Contractor's failure to implement diversion programs and/or public education
1001 programs provided for in this Agreement and/or Contractor fails to achieve the Minimum
1002 Annual Franchised Diversion Rate as described in Section 7.01, Contractor must submit
1003 a corrective action plan to assist City to comply with Section 41780 and other Applicable
1004 Laws, by May 15th following the year the diversion requirements were not met.
1005 Contractor's corrective action plan is subject to approval by the Contract Administrator,
1006 and to be approved must constitute a good faith corrective action plan to allow City to
1007 comply with Public Resources Code section 41780 and other Applicable Laws.
1008 Implementation of the corrective action plan will be at Contractor's sole cost and
1009 expense. If Contractor fails to submit a corrective action plan acceptable to the City,
1010 Contractor may be subject to Administrative Charges as specified in Section 23.04.
1011 Provided that Contractor has implemented all required Contractor diversion and public
1012 education programs required under this Agreement, and has submitted a corrective
1013 action plan acceptable to the City, Contractor's failure to meet the Minimum Annual
1014 Franchised Division requirement under Section 7.01 shall not constitute an event of
1015 default under this Agreement.

1016 7.01.3 If Contractor fails to meet its Minimum Annual Franchised Diversion
1017 Rate or if City fails to comply with CalRecycle diversion standards, and Contractor has
1018 implemented all required Contractor diversion programs, the City may direct Contractor
1019 to modify its programs, or implement new diversion programs. Any such modification of
1020 Contractor's existing diversion programs or addition of new diversion programs done at
1021 the City's request would be in accordance with Section 28.01.

1022 7.01.4 Notwithstanding any other provision of this Agreement to the
1023 contrary, where CalRecycle has determined that there are no commercially viable
1024 markets for a specific type of Recyclable Materials, or with written notice to City,
1025 Contractor is unable to identify a market for one or more Recyclable Materials despite
1026 the exercise of commercially reasonable efforts to process and market the material, and
1027 determines, in the interest of safeguarding public health, to dispose of the Recyclable
1028 Material(s), such a determination shall not constitute a failure to implement service, a
1029 failure to implement a program, or an event of default hereunder. Viable markets include
1030 those that may charge a fee for accepting a Recyclable Material.

1031 7.02 Franchise Diversion Rate Calculation. For purposes of determining
1032 whether Contractor has met its Minimum Annual Franchised Diversion Rate
1033 requirements under this Agreement, City and Contractor agree the annual Franchised
1034 Diversion Rate will be calculated using the following formula: "*the tons of materials*
1035 *Collected by Contractor from Collection Services in City that are delivered to a Materials*
1036 *Recovery Facility, Organic Recyclable Material Processing Facility, or any other*
1037 *processing facility, or that are otherwise handled in a manner that counts as diversion*
1038 *under applicable CalRecycle regulations (in each case, net of all residue from*
1039 *processing), divided by the total tons of materials Collected in the City by Contractor*

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1040 *from the provision of Collection Services in each Calendar Year.”* The processing
1041 residue shall be based on the annual percentage rate reported for the processing facility,
1042 or as otherwise agreed to by the City and Contractor. Under no circumstances shall
1043 recovered material be used as alternative daily cover, land applied, or otherwise used
1044 in a manner that does not qualify that material as diversion under CalRecycle
1045 regulations.

1046 7.03 Warranties and Representations. Contractor warrants that it is aware of
1047 and familiar with City's residential waste stream, and that it has the ability to and must
1048 provide sufficient programs and services designed to ensure City will meet or exceed
1049 the diversion requirements as set forth in Section 7.01, as well as the diversion
1050 requirements of the Applicable Laws and that it will do so without imposing any costs or
1051 fees other than those set forth on **Exhibit 1**, except as provided in Section 28.01.

1052 7.04 Mutual Cooperation. City and Contractor will reasonably cooperate in good
1053 faith with all efforts by each other to meet City's diversion and other compliance
1054 requirements imposed by the Applicable Laws, and to meet Contractor's obligations
1055 under this Article 7. In this regard, City's obligations include, without limitation, making
1056 such petitions and applications as may be reasonably requested by Contractor for time
1057 extensions in meeting diversion goals, or other exceptions from the terms of Applicable
1058 Laws, and to agree to authorize such changes to Contractor's Solid Waste Collection
1059 Services, or Collection Service programs as may be reasonably requested by Contractor
1060 in order to achieve the minimum requirements of this Article 7.

1061 7.05 Guarantee. Except for programs currently required by Applicable Law but
1062 not set forth in this Agreement, or programs Contractor is expressly instructed by City
1063 not to implement, or services which a Service Recipient refuses to accept, Contractor
1064 guarantees that it will implement the diversion programs set forth in this Agreement such
1065 that: (i) Contractor and City will at all times be in compliance with the requirements of
1066 the Applicable Laws, and (ii) City will meet or exceed the diversion requirements
1067 (including, without limitation, amounts of Garbage to be diverted, time frames for
1068 diversion, and any other requirements) set forth in this Article 7 and the Applicable Laws,
1069 and all amendments thereto. In this regard Contractor agrees that it will, in addition to
1070 any other Agreement requirement, at its sole cost and expense:

1071 7.05.1 Assist City in responding to inquiries from CalRecycle or any other
1072 regulatory agency;

1073 7.05.2 Assist City in preparing for, and participating in, CalRecycle's biannual
1074 review of City's SRRE pursuant to Public Resources Code section 41825;

1075 7.05.3 Assist City in applying for any extension, including under Public Resources
1076 Code section 41820. 5, if so directed by City;

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1077 7.05.4 Assist City in any hearing conducted by CalRecycle, or any other regulatory
1078 agency, relating to City's compliance with the Applicable Laws; and

1079 7. 05.5 Provide City with Recycling, source reduction, and other technical
1080 assistance as may be needed to comply with the Applicable Laws.

1081 **ARTICLE 8. Service Units**

1082 8.01 Service Units. Service Units for Collection Services shall include all the
1083 following categories of premises which are in the Service Area as of January 1, 2025
1084 and all such premises which may be added to the Service Area by means of annexation,
1085 new construction, or as otherwise set forth in this Contract during the term of this
1086 Contract:

1087 8. 01.1 Residential Service Units

1088 8. 01.2 City Service Units (**Exhibit 3**)

1089 8. 01.3 Any question as to whether a premises falls within one of these
1090 categories shall be determined by the Contract Administrator and the determination of
1091 the Contract Administrator shall be final.

1092 8.02 Service Unit Changes. The City and Contractor acknowledge that during
1093 the term of this Contract it may be necessary or desirable to add or delete Service Units
1094 for which Contractor will provide Service.

1095 8.02.1 Additions and Deletions. Contractor shall provide services
1096 described in this Contract to new Service Units in Contractor's Service Area within five
1097 (5) Work Days of receipt of notice from the City or new Service Unit to begin such
1098 Service.

1099 8.03 Annexation. If during the term of the Contract, additional territory is
1100 acquired by the City through annexation, Contractor agrees to provide Collection
1101 Services in such annexed area in accordance with the provisions and service rates set
1102 forth in this Contract. Such Collection Services shall begin within five (5) Work Days of
1103 receipt of written notice from the City. Contractor shall not begin Collection Service
1104 without written authorization from the City.

1105 8.04 Route Map Update. Contractor shall revise the Service Unit route maps to
1106 show the addition of Service Units added due to annexation and shall provide such
1107 revised maps to the Contract Administrator as requested.

1108 **ARTICLE 9. General Requirements**

1109 9.01 Service Standards. Contractor shall perform all Collection Services and
1110 Street Sweeping Services under this Contract in a thorough and professional manner.
1111 Collection Services described in this Contract shall be performed regardless of weather

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1112 conditions or difficulty of Collection. Street Sweeping Services shall be performed
1113 regardless of weather conditions except when Contract Administrator temporarily
1114 removes streets from the schedule due to inclement weather pursuant to Section 17.15.

1115 9.02 Labor and Equipment. Contractor shall provide and maintain all labor,
1116 equipment, tools, facilities, and personnel supervision required for the performance of
1117 Contractor's obligations under this Contract. Contractor shall at all times have sufficient
1118 backup equipment and labor to fulfill Contractor's obligations under this Contract. No
1119 compensation for Contractor's services or for Contractor's supply of labor, equipment,
1120 tools, facilities or supervision shall be provided or paid to Contractor by City or by any
1121 Service Recipient except as expressly provided by this Contract.

1122 9.03 Holiday Service. The City observes Thanksgiving Day, December 25, and
1123 January 1 as legal holidays. Contractor shall not be required to provide Collection
1124 Services or Street Sweeping Service, or to maintain office hours on the designated
1125 holidays. In any week in which one of these holidays falls on a week day, Residential
1126 and City Collection Services, as appropriate, and Street Sweeping Services for the
1127 holiday and each Work Day thereafter will be delayed one Work Day for the remainder
1128 of the week with normally scheduled Friday Collection Services being performed on
1129 Saturday.

1130 9.04 Inspections. The City shall have the right to inspect the Contractor's
1131 facilities, Street Sweeping vehicles and Collection vehicles, and their contents, at any
1132 time while operating inside or outside the City.

1133 9.05 Spillage and Litter. The Contractor shall not litter premises in the process
1134 of providing Collection Services or Street Sweeping Services or while its vehicles are on
1135 the road. The Contractor shall transport all materials Collected under the terms of this
1136 Contract in such a manner as to prevent the spilling or blowing of such materials from
1137 the Contractor's vehicle. The Contractor shall exercise all reasonable care and diligence
1138 in providing Collection Services to prevent spilling or dropping of Solid Waste and shall
1139 immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste.
1140 Contractor shall cause all Sweep Waste to be transported in such a manner as to prevent
1141 the spilling or blowing of waste from the transporting vehicle. Contractor shall exercise
1142 all reasonable care and diligence in providing Street Sweeping Services to prevent
1143 spilling or dropping of Sweep Waste during collection activity and shall immediately, at
1144 the time of occurrence, clean up such spilled Sweep Waste.

1145 9.05.1 The Contractor shall not be responsible for cleaning up unsanitary
1146 conditions caused by the carelessness of the Service Recipient; however, the Contractor
1147 shall clean up any materials or residue that are spilled or scattered by the Contractor or
1148 its employees.

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1149 9.05.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or
1150 debris resulting from the Contractor's operations or equipment repair shall be covered
1151 immediately with an absorptive material and removed from the street surface. When
1152 necessary, Contractor shall apply a suitable cleaning agent to the street surface to
1153 provide adequate cleaning.

1154 9.05.3 The above paragraphs notwithstanding, Contractor shall clean up
1155 any spillage or litter caused by Contractor within two (2) hours upon notice from the City.

1156 9.05.4 To facilitate such cleanup, Contractor's vehicles shall always carry
1157 sufficient quantities of petroleum absorbent materials along with a broom and shovel.

1158 9.06 Ownership of Materials.

1159 9.06.1 Title to Residential Waste, City Waste and Recyclable Materials
1160 shall pass to Contractor at such time as said materials are placed in the Contractor's
1161 Collection vehicle.

1162 9.06.2 Title to material Collected as part of Special Clean-up Service shall
1163 pass to Contractor at the time the material is placed in the Roll-Off Container or other
1164 Collection vehicle or container approved for use in the Special Clean-Up Service event.

1165 9.06.3 Title to material Collected as part of Debris Collection Service shall
1166 pass to Contractor at such time as said materials are placed in the Contractor's
1167 Collection vehicle.

1168 9.06.4 Title to Sweep Waste shall pass to Contractor at such time as said
1169 materials are placed in Contractor's street sweeping vehicle.

1170 9.07 Commingling of Materials.

1171 9.07.1 Recyclable Materials. Contractor may not at any time commingle
1172 Recyclable Materials Collected pursuant to this Agreement with any other material type
1173 Collected by Contractor without the express prior written authorization of the Contract
1174 Administrator.

1175 9.07.2 Organic Recyclable Material. Contractor may not at any time
1176 commingle Organic Recyclable Material Collected pursuant to this Agreement with any
1177 other material type Collected by Contractor, without the express prior written
1178 authorization of the Contract Administrator.

1179 9.07.3 Non-City Garbage. Contractor shall not at any time commingle any
1180 materials collected in the City with any materials collected outside of the City.

1181 9.08 Recyclable Materials and Organic Recyclable Material Contamination.
1182 Contractor must offer the Service Recipients the correct combination of Cart and Bin

sizes as necessary, that matches their unique service needs to reduce contamination of Recyclable Materials and Organic Recyclable Materials. Contractor is only required to collect and process Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Recyclable Materials and will only be required to collect Organic Recyclable Material if it has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

Contractor's route collection personnel will report to Contractor's supervisors if they observe potential contamination problems, and/or insufficient collection capacity. For purposes of determining if Recyclable Materials or Organic Recyclable Material are deemed to be contaminated, if, by visual or digital inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Recyclable Material, or if, by visual inspection, Organic Recyclable Material is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Recyclable Material will be deemed to be contaminated and Contractor may take the steps in Section 9.09.

9.09 Recyclable Materials and Organic Recyclable Material Contamination Protocols.

9.09.1 Contractor shall document Prohibited Container Contaminants, as set forth in Section 1.62 with still pictures or video, and must notify the Service Recipient of the Prohibited Container Contaminants and proper procedures for sorting Recyclable Materials and Organic Recyclable Materials in person through the application of a Non-Collection Notice, or by electronic communication. If Contractor does not possess an email address or phone number for the Service Recipient, Contractor may provide a written communication through U. S. mail, which shall include a request for an email address or phone number for future notifications.

9.09.2 Contractor may, at its discretion, Collect the Container as Recyclable Materials, Organic Materials, or as Garbage. Service Recipient may be charged the City-approved Contamination Charge set forth in **Exhibit 1**. The Service Recipient will receive, upon request of Service Recipient or the City, one courtesy waiver of the Contamination Charge.

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

Residential Solid Waste Services and Street Sweeping Contract1221 9.10 Disputes Over Excess Contamination Charges.

1222 9.10.1 If Service Recipient disputes an action undertaken by Contractor as
1223 described above, which must be within 30 days of the disputed action, Contractor shall
1224 initially use good faith efforts to informally resolve the dispute.

1225 9.10.2 If not resolved within ten (10) Business Days, Contractor shall
1226 temporarily halt any Contamination Charge and/or increased service resulting from
1227 increasing the Container size or collection frequency until the dispute is resolved in
1228 accordance with this Section. Contractor may request a ruling by the Administrator to
1229 resolve the dispute. A request by Contractor to the Contract Administrator to rule on
1230 any such dispute must be filed within ten (10) Business Days of Contractor's halting of
1231 its actions, and must include written documentation and digital/visual evidence of
1232 ongoing overall problems.

1233 9.10.3 The Contract Administrator may request a meeting (in person or
1234 phone) with both the Service Recipient and Contractor to resolve the dispute. If Contract
1235 Administrator requests a meeting and Service Recipient does not respond to Contract
1236 Administrator within thirty (30) Business Days of request by Contractor to Contract
1237 Administrator to rule on any such dispute, Contractor may charge Service Recipient the
1238 prior halted contamination charge and/or increased Service Rate from the date on which
1239 the increased services (e.g., increasing the Container number, size or collection
1240 frequency) commenced at rates as set forth in the **Exhibit 1** and dispute will be final.

1241 9.10.4 Following a meeting between Contract Administrator, Service
1242 Recipient, and Contractor, the Contract Administrator will rule on the dispute within ten
1243 (10) Business Days, and the Contract Administrator's decision on resolving the dispute
1244 between and Service Recipient will be final. If the Contract Administrator rules in favor
1245 of the Service Recipient, Contractor will credit the disputed contamination charges or
1246 increased Service Rate. If the Contract Administrator rules in favor of Contractor,
1247 Contractor may charge Service Recipient the prior halted contamination charge and/or
1248 increased Service Rate from the date on which the increased services (e.g., increasing
1249 the Container number, size or collection frequency) commenced at rates as set forth in
1250 **Exhibit 1**.

1251 9.11 Plan of Correction. If Contractor fails to follow the Recyclable Materials
1252 and Organic Recyclable Material Contamination procedures as set forth in this Article,
1253 Contractor shall prepare and submit to the Contract Administrator a plan of correction
1254 within fifteen (15) Business Days of demand from the City. Upon approval by the plan
1255 of correction by the Contract Administrator, Contractor shall implement the plan of
1256 correction.

1257 9.12 Recyclable Material and Organic Recyclable Material Capacity. Contractor
1258 shall guarantee sufficient processing capacity for all Recyclable Materials and Organic

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1259 Recyclable Materials for the term of the Agreement using at the Contractor's designated
1260 Material Recovery Facility and Organic Recyclable Material Processing Facility. Should
1261 Contractor's proposed Disposal Facility be used, Contractor shall guarantee sufficient
1262 disposal capacity for the term of the Agreement.

1263 9.13 Regulations and Record Keeping. Contractor must comply with emergency
1264 notification procedures required by Applicable Laws and regulatory requirements. All
1265 records required by regulations must be maintained at Contractor's facility. These
1266 records must include waste manifests, waste inventories, waste characterization
1267 records, inspection records, incident reports, and training records.

1268 9.14 Transition Plan. Contractor must adhere to the Transition Plan included in
1269 the Contractor's Proposal as **Exhibit 6**.

1270 **ARTICLE 10. Residential Collection Service**

1271 10.01 Residential Collection Service. These services shall be governed by the
1272 following terms and conditions:

1273 10.02 Conditions of Service. The Contractor shall provide Residential Collection
1274 Service to all Residential Service Units in the Service Area whose; Residential Garbage
1275 is properly containerized in Gray Containers, Recyclable Materials are properly
1276 containerized in Blue Containers, except as set forth in Section 10.08.1, and Organic
1277 Recyclable Material is properly containerized in Green Containers, except as set forth
1278 in Section 10.09.1, where the Gray, Blue, and Green Containers have been placed within
1279 three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
1280 roadway, or other such location agreed to by the Contractor and Service Recipient, that
1281 will provide safe and efficient accessibility to the Contractor's Collection crew and
1282 vehicle.

1283 10.03 On-Premises Service. Notwithstanding any term or definition set forth in
1284 this Contract, Contractor shall provide on-premises Collection of Residential Garbage,
1285 Recyclable Materials, and Organic Recyclable Materials to a Residential Service Unit if
1286 all adult Service Recipients residing therein have disabilities that prevent them from
1287 setting their Gray, Blue or Green Container at the curb for Collection and if a request for
1288 on-premises service has been made to, and approved by, the Contract Administrator in
1289 the manner required by City. The Contract Administrator shall notify the Contractor in
1290 writing of any Residential Service Units requiring on-premises service along with the
1291 date such service is to begin. No additional monies shall be due to the Contractor for the
1292 provision of on-premises service.

1293 10.03.1 Collection Day. Contractor shall provide on-premises
1294 Collection Service on the same Work Day that curbside Collection Service would
1295 otherwise be provided to the Residential Service Unit.

Residential Solid Waste Services and Street Sweeping Contract1296 10.04 Frequency and Scheduling of Service.

1297 10.04.1 Residential Garbage and Organic Recyclable Material
1298 Collection Service shall be provided **one (1) time per week** on a scheduled route basis.
1299 Residential Recycling Collection Service, including Residential Used Oil Collection
1300 Service, and dry cell battery collection, shall be provided **one (1) time every other week**
1301 and shall be scheduled so that a Residential Service Unit receives Residential Garbage
1302 Collection Service, Residential Recycling Collection Service, and Organic Recyclable
1303 Material Collection Service, including Residential Used Oil Collection Service, on the
1304 same Work Day.

1305 10.05 Hours and Days of Collection. Residential Collection Service shall be
1306 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m.,
1307 Monday through Friday with no service on Saturday (except for holiday service as set
1308 forth in Section 9.03 of this Contract) or Sunday. The hours, days, or both of Collection
1309 may be extended due to extraordinary circumstances or conditions with the prior written
1310 consent of the Contract Administrator.

1311 10.06 Manner of Collection. The Contractor shall provide Residential Collection
1312 Service with as little disturbance as possible and shall leave any Gray, Blue or Green
1313 Containers in an upright position at the same point it was Collected without obstructing
1314 alleys, roadways, driveways, sidewalks or mail boxes. Contractor shall maintain a
1315 system capable of tracking the time required to respond to all customer complaints and
1316 service requests, including but not limited to cart replacement, cart exchanges, providing
1317 Carts to new Service Units and Large Item Collection Service

1318 10.06.1 Contractor's employees providing Residential Collection
1319 Service shall follow the regular walk for pedestrians while on private property and shall
1320 not trespass nor cross property to the adjoining premises unless the occupant or owner
1321 of both properties has given permission. Care should be taken to prevent damage to
1322 property, including flowers, shrubs, and other plantings.

1323 10.06.3 Additional Blue or Green Container. Upon request, Contractor shall
1324 provide one (1) additional Blue or Green Container to any Residential Service Unit for
1325 the provision of Recycling or Organic Recyclable Material Collection Service. This
1326 service shall be provided by Contractor at no additional charge to the Service Recipient.
1327 Contractor shall be compensated for the delivery or exchange of additional Cart(s) in
1328 accordance with Section 10.06.6.

1329 10.06.4 Replacement of Gray, Blue and Green Containers. Contractor's
1330 employees shall take care to prevent damage to carts by unnecessary rough treatment.
1331 However, any Container damaged by the Contractor shall be replaced by the Contractor,

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1332 at the Contractor's expense, within five (5) Work Days at no cost or inconvenience to
1333 the Service Recipient.

1334 10.06.4.1 Upon notification to the Contractor by the City or a
1335 Service Recipient that the Service Recipient's Gray, Blue or Green Containers(s) has
1336 been lost, stolen or damaged beyond repair through no fault of the Contractor, or needs
1337 replacement due to age and normal wear and tear, the Contractor shall deliver a
1338 replacement Containers(s) to such Service Recipient within five (5) Work Days. Upon
1339 notification to the Contractor by the Service Recipient that the Service Recipient's
1340 Kitchen Food Waste Pail has been lost or damaged beyond repair, the Contractor shall
1341 deliver up to one replacement Kitchen Food Waste Pail at no additional charge to the
1342 Service Recipient within (5) Work Days during the term of the Contract. The Contractor
1343 shall maintain records documenting all Containers replacements occurring on a monthly
1344 basis.

1345 10.06.4.2 Each Service Recipient shall be entitled to the
1346 replacement of one (1) lost, destroyed, or stolen Gray Container, one (1) lost, destroyed,
1347 or stolen Blue Container, and one (1) lost, destroyed, or stolen Green Container during
1348 the term of this Contract at no cost to the Service Recipient. Except in the case of a
1349 Container that must be replaced because of damage caused by Contractor, due to
1350 damage caused by age, or in the case where Contractor elects to replace a Container
1351 rather than repair it on-site, Contractor shall be compensated for the cost of those
1352 replacements in excess of one (1) per type of Container per Service Recipient during
1353 the term of the Contract, in accordance with the "Container Replacement" Service Rate
1354 set forth in **Exhibit 1**, or as may be adjusted under the terms of this Contract.

1355 10.06.4.3 Contractor understands and agrees that this
1356 provision is intended to be applied on a per Container type, Service Recipient basis and
1357 accordingly each Service Recipient could receive up to three (3) replacement Container,
1358 one (1) of each type, during the life of the Contract.

1359 10.06.5 Repair of Gray, Blue and Green Containers. Contractor shall be
1360 responsible for repair of Container(s) in the areas to include but not be limited to, hinged
1361 lids, wheels and axles. Within five (5) Work Days of notification by the City or a Service
1362 Recipient of the need for such repairs, the Contractor shall repair the Container or, if
1363 necessary, remove the Container for repairs and deliver a replacement Container to the
1364 Service Recipient.

1365 10.06.6 Container Exchange. Upon notification to the Contractor by the
1366 City or a Service Recipient that a change in the size of a Gray, Blue or Green Container
1367 is required, or that the Service Recipient requires a second Blue or Green Container,
1368 the Contractor shall deliver such Container to such Service Recipient within five (5) Work

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1369 Days. Each Residential Service Unit shall be eligible to receive one (1) free Gray, Blue
1370 and Green Container exchange per Contract Year during the term of this Contract and
1371 one free delivery of a second Blue or Green Container during the term of this Contract.
1372 Accordingly, Contractor shall be compensated for the cost of those exchanges in excess
1373 of one (1) per Container type per Contract Year, in accordance with the "Container
1374 Exchange" service rate as set forth in **Exhibit 1** or as may be adjusted under the terms
1375 of this Contract.

1376 10.06.7 Ownership of Gray, Blue and Green Container. Ownership of
1377 Gray, Blue and Green Container(s) shall rest with the Contractor, except that ownership
1378 of Gray, Blue and Green Container(s) in the possession of a Service Recipient at the
1379 end of this Contract may rest with the City, at City's sole discretion. In the case of the
1380 termination of the Contract due to the default of the Contractor, the Gray, Blue, and
1381 Green Containers, shall, at City's sole discretion and at no additional cost to the City,
1382 become the property of the City and Contractor shall submit to the Contract
1383 Administrator an inventory of Gray, Blue, and Green Containers, including their
1384 locations, together with all proof of ownership, and shall take all steps necessary to
1385 transfer ownership to City.

1386 10.07 Residential Garbage Collection Service. This service will be governed by
1387 the following terms and conditions:

1388 10.07.1 Non-Collection. Except as set forth in Section 10.12,
1389 Contractor shall not be required to Collect any Residential Garbage that is not placed in
1390 a Gray Container. In the event of non-collection, Contractor shall affix to the Gray
1391 Container a Non-Collection Notice explaining why Collection was not made. Contractor
1392 shall maintain a copy of such notices during the term of this Contract.

1393 10.07.2 Disposal Facility. Except as set forth below, all Residential
1394 Garbage Collected as a result of performing Residential Garbage Collection Service
1395 shall be transported to, and disposed of, at the Disposal Facility. In the event the
1396 Disposal Facility is closed on a Work Day, the Contractor shall transport and dispose of
1397 the Residential Garbage at such other legally permitted disposal facility as designated
1398 in writing by City. Failure to comply with this provision shall result in the levy of an
1399 administrative charge as specified in Article 23 of this Contract and may result in the
1400 Contractor being in default under this Contract.

1401 10.08 Residential Recycling Service. This service will be governed by the
1402 following terms and conditions:

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1403 10.08.1 Overages. Corrugated cardboard that will not fit inside the Blue
1404 Container may be placed beside the Blue Container for Collection.

1405 10.08.2 Recycling - Improper Procedure. Except as set forth in this Section
1406 10.08.2, the Contractor shall not be required to Collect Recyclable Materials if the
1407 Service Recipient does not segregate the Recyclable Materials from Residential
1408 Garbage. Furthermore, except as set forth in Section 10.08.1 above, Contractor shall
1409 not be required to Collect any Recyclable Material that is not placed in a Blue Container.
1410 If Recyclable Materials are contaminated through commingling with Residential
1411 Garbage, the Contractor shall, if practical, separate the Residential Garbage from the
1412 Recyclable Materials and dispose of the Residential Garbage in the Gray Container. The
1413 Recyclable Materials shall then be Collected, and Non-Collection Notice left on the Blue
1414 Container explaining why the Residential Garbage is not considered a Recyclable
1415 Material. However, in the event the Recyclable Materials and Residential Garbage are
1416 commingled to the extent that they cannot easily be separated by the Contractor or the
1417 nature of the Residential Garbage renders the entire Blue Container contaminated, the
1418 Contractor will leave the Blue Container un-emptied along with a Non-Collection Notice
1419 that contains instructions on the proper procedures for setting out Recyclable Materials.
1420 If contents in the Blue Container are contaminated, the Contractor will have the option
1421 to collect the contaminated Container and charge a Contamination Charge. Contractor
1422 will be required to take a picture of the contamination and notify the customer using a
1423 Non-Collection/Contamination notice.

1424 10.08.3 Material Recovery Facility. All Recyclable Materials Collected as
1425 a result of performing Recycling Services shall be delivered to the Material Recovery
1426 Facility. Failure to comply with this provision shall result in the levy of an administrative
1427 charge as specified in Article 23 of this Contract and may result in the Contractor being
1428 in default under this Contract.

1429 10.08.4 Recycling - Changes to Work. Should changes in law arise that
1430 necessitate any additions or deletions to the work described herein, including the type
1431 of items included as Recyclable Materials, the parties shall negotiate any necessary cost
1432 changes and shall enter into a Contract amendment covering such modifications to the
1433 work to be performed and the compensation to be paid before undertaking any changes
1434 or revisions to such work.

1435 10.09 Organic Recyclable Material Collection Service. This service will be
1436 governed by the following terms and conditions:

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1437 10.09.1 Christmas Tree Collection. The Contractor shall Collect Christmas
1438 Trees set out at the curb for Collection during the three-week period beginning
1439 December 26 and annually thereafter during the term of this Contract. Contractor shall
1440 deliver the Collected Christmas Trees to an appropriate facility for processing. Christmas
1441 Trees shall be limited to 8 feet tall , and must be generated by and at the Residential
1442 Service Unit wherein the Christmas Tree is Collected. This annual service shall be
1443 provided at no additional charge to the Service Recipient.

1444 10.09.1.1 Contaminated Christmas Trees. Christmas trees that are
1445 flocked, contain tinsel or other decorations may be transferred and/or delivered to the
1446 Disposal Facility at the discretion of the Contractor.

1447 10.09.2 Non-Collection. Except as set forth in Section 10.09.1 above,
1448 Contractor shall not be required to Collect any Organic Recyclable Material that is not
1449 placed in a Green Container. Furthermore, Contractor shall not be required to provide
1450 Leaf Collection Service as detailed in Section 10.11 if a bag contains any material other
1451 than leaves. In the event of non-collection, Contractor shall affix to the Green Containers
1452 or bags a Non-Collection Notice explaining why Collection was not made. Contractor
1453 shall maintain a copy of such notices during the term of this Contract. If contents in the
1454 Green Containers are contaminated, the Contractor will have the option to collect the
1455 contaminated Container and charge a Contamination Charge. Contractor will be
1456 required to take a picture of the contamination and notify the customer using a Non-
1457 Collection Notice.

1458 10.10 Organic Recyclable Material Processing Services. Contractor shall ensure
1459 that all Organic Recyclable Material Collected pursuant to this Contract is diverted from
1460 the landfill in accordance with Applicable Law.

1461 10.10.1 Contractor shall ensure that the Organic Recyclable Material
1462 Collected pursuant to this Contract is not disposed of in a landfill, except as a residue
1463 resulting from processing.

1464 10.10.2 Organic Recyclable Material Processing Facility. Contractor must
1465 ensure that all Organic Recyclable Material collected pursuant to this Contract is
1466 diverted from the landfill in accordance with Applicable Law. Contractor shall deliver all
1467 Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material
1468 Processing Facility, a fully permitted Transfer Station, or other properly permitted facility.
1469 All expenses related to Organic Recyclable Material processing and marketing will be
1470 the sole responsibility of Contractor.

1471 10.11 Leaf Collection Service. Contractor shall provide Leaf Collection Service at
1472 the normal Organic Recyclable Material Collection pick-up date and time. Contractor

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1473 shall collect up to four (4) 30-gallon bags per Service Unit per Collection. This service
1474 shall be provided at no additional cost to the City or Service Recipient.

1475 10.12 Large Item Collection Service. This service will be governed by the following
1476 terms and conditions.

1477 10.12.1 Conditions of Service. The Contractor shall provide Large Item
1478 Collection Service to all Residential Service Units in the Service Area whose Large Items
1479 have been placed within three (3) feet of the curb, swale, paved surface of the public
1480 roadway, closest accessible roadway, or other such location agreed to by the Contractor
1481 and Service Recipient, that will provide safe and efficient accessibility to the Contractor's
1482 Collection crew and vehicle. The Service Recipient shall be limited to ten (10) cubic
1483 yards per Collection. Accordingly, Contractor shall be compensated for the cost of
1484 Collecting Large Items in excess of this limitation in accordance with the "additional
1485 Large Item Collection" service rate as set forth in **Exhibit 1** or as may be adjusted under
1486 the terms of this Contract. Each Residential Service Unit in the Service Area shall be
1487 entitled to receive Large Item Collection Service up to three (3) times per Contract Year.

1488 10.12.2 Frequency of Service. Large Item Collection Service shall be
1489 provided within seven (7) days of receipt of the request, excluding Saturdays, Sundays
1490 and Holidays, as set forth herein. The Service Recipient shall not intentionally
1491 commingle Large Items with other Residential Waste. Large Item Collection Service will
1492 occur on the same day as Garbage Collection Service, Recycling Collection Service and
1493 Organic Recyclable Material Collection Service, unless Service Recipient requests a
1494 specific date in advance. Large Items placed in the public right of way more than twenty-
1495 four (24) hours before their scheduled Collection day may be considered illegal dumping
1496 if placement of such items is in violation of the Rancho Cordova Municipal Code and
1497 City may request Contractor to remove such items. If permissible, such removal shall be
1498 considered a special pick up for the service recipient and be subject to the special pick
1499 up fees as set forth in **Exhibit 1**.

1500 10.12.3 Care of Large Items. During the Collection and transporting of
1501 Large Items, Contractor shall take reasonable care to see that reusable goods are not
1502 damaged. In the event that Contractor Collects Large Items that contain Freon,
1503 Contractor shall handle such Large Items in a manner such that the Large Items are not
1504 subject to regulation as Hazardous Waste under applicable state and federal laws or
1505 regulations.

1506 10.12.4 Maximum Reuse and Recycling. Contractor must process bulky
1507 waste and Large Items collected from Service Units pursuant to this Contract locally,
1508 using a City-approved, sorting facility. Contractor shall ensure that Organic Recyclable

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1509 Material and Recyclable Material Collected pursuant to this Contract is diverted from the
1510 landfill in accordance with Applicable Law.

1511 10.13 Residential Used Oil Collection Service. This service will be governed by
1512 the following terms and conditions:

1513 10.13.1 Conditions of Service. In conjunction with the provision of
1514 Residential Recycling Collection Service, the Contractor shall provide Residential Used
1515 Oil Collection Service to all Residential Service Units in the Service Area utilizing Used
1516 Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter
1517 Containers for the accumulation and set out of their Used Oil Filters where the Used Oil
1518 Containers and Used Oil Filter Containers have been placed within three (3) feet of the
1519 curb, swale, paved surface of the public roadway, closest accessible roadway, or other
1520 such location agreed to by the Contractor and Service Recipient, that will provide safe
1521 and efficient accessibility to the Contractor's Collection crew and vehicle.

1522 10.13.2 Non-Collection. Contractor shall not be required to collect material
1523 placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used
1524 Oil Filters, as appropriate, and is free of contamination other than contamination
1525 normally expected to be present as a result of the use, storage or spillage of the Used
1526 Oil or Used Oil Filter. In the event of non-collection, Contractor shall affix to the Used Oil
1527 or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not
1528 made and maintain a copy of such notice during the term of this Contract. Prior to the
1529 end of the Work Day, Contractor shall notify the Contract Administrator, either by Fax or
1530 e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or
1531 Filter was placed in an improper container, Contractor shall also leave Used Oil or Used
1532 Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set
1533 out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used
1534 Oil Filters along with the Non-Collection Notice.

1535 10.13.3 Spillage. Contractor shall carry oil absorbent material on all
1536 vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills
1537 during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or
1538 which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection
1539 vehicle.

1540 10.13.4 Used Oil and Used Oil Filter Containers. To the extent allowed by
1541 Contractor, residents may provide their own used oil and used filter containers.
1542 However, in the event Contractor allows the use of resident-provided containers,
1543 Contractor shall assume any and all liabilities related to the use of such resident-

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1544 provided containers. Within three (3) Work Days of receipt of a verbal, written, or
1545 electronic request of City or a Service Recipient, Contractor shall, at Contractor's sole
1546 cost and expense, provide the Residential Service Unit where the Service Recipient
1547 resides with Used Oil Containers and Used Oil Filter Containers in the number requested
1548 by the City or the Service Recipient but not exceeding a number sufficient to hold sixteen
1549 (16) quarts of Used Oil and two (2) Used Oil Filters.

1550 10.13.4.1 At the time Contractor Collects Used Oil from a Service
1551 Recipient, Contractor shall, at Contractor's sole cost and expense, leave at the premises
1552 one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil
1553 Filter Container for each Used Oil Filter Container Collected. Contractor shall keep the
1554 outside of all Used Oil and Used Oil Filter Containers clean and may re-use the
1555 containers until the condition of the container makes it inappropriate for re-use.

1556 10.13.5 Segregation of Used Oil. Contractor shall keep all Used Oil and
1557 Used Oil Filters Collected pursuant to this Contract segregated from other materials.

1558 10.13.6 Used Oil Processing. Contractor shall recycle all Used Oil
1559 Collected pursuant to this Contract to the extent feasible and shall properly dispose of
1560 all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

1561 10.13.6.1 Contractor shall recycle the Used Oil only with persons
1562 who are authorized by the State of California to recycle oil. In the event the Used Oil or
1563 Used Oil Filters Collected pursuant to this Contract is contaminated to the extent that
1564 the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, Contractor shall
1565 dispose of such Used Oil or Used Oil Filters, at Contractor's own cost and expense in
1566 accordance with applicable state and federal law.

1567 10.13.6.2 Contractor shall notify the Contract Administrator, either
1568 by fax or e-mail, of any contamination which renders the Used Oil unacceptable for
1569 recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous
1570 Waste.

1571 10.14 Sharps Collection Service. The service will be governed by the following
1572 terms and conditions:

1573 10.14.1 Collection. Within one (1) week after request by Service Recipient
1574 Contractor will collect any Sharps discarded in Approved Sharps Containers provided
1575 by the Service Recipient, at that Service Recipient's Residential premise without
1576 surcharge to the Service Recipient or charge to the City. As part of the Sharps Collection
1577 Service, Contractor shall provide an option for Service Recipients to mail back their
1578 Sharps, if contained in a Contractor approved container for a fee. If Contractor delivers
1579 Approved Sharps Container(s) to a transfer station that Contractor owns or operates,

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1580 Contractor will arrange for a medical waste hauler to pick up the Approved Sharps
1581 Container(s), and stage or store the Container(s) until the certified medical waste hauler
1582 collects the Container(s).

1583 10.14.2 Container. Contractor will, at the sole cost to the Contractor,
1584 provide Service Recipients with an Approved Sharps Container for use in the Sharps
1585 Collection program.

1586 10.14.3 Service Recipient Appointment. Contractor will follow the following
1587 procedure:

1588 10.14.3.1 Contractor will receive the Service Recipient's telephone
1589 request for Sharps Collection Service during phone hours at the local, toll-free telephone
1590 number that Contractor must maintain.

1591 10.14.3.2 If the Service Recipient provides his or her telephone
1592 number to Contractor on that call, Contractor will return the call to schedule and Collect
1593 an Approved Sharps Container on Service Recipient's regularly scheduled Collection
1594 day between 6 a.m. and 3 p.m.

1595 10.14.3.3 Contractor will arrange with Service Recipient where
1596 Service Recipient will personally deliver the Approved Sharps Container to the
1597 Contractor's employee when the employee knocks on or rings the bell at the Service
1598 Recipient's front door. Contractor may not arrange with Service Recipient to set out any
1599 Approved Sharps Container at the Service Recipient's curbside set-out site. In addition
1600 to the personal delivery of the Approved Sharps Container by the Service Recipient to
1601 the Contractor's employee, the City may arrange for a drop-off location at one of the
1602 City's owned facilities. Contractor will record the time and place of regularly scheduled
1603 Collection on the Service Recipient's subscription form.

1604 10.14.4 Non-Collection. Contractor is not required to Collect Sharps in the
1605 following events:

1606 10.14.4.1 Service Recipient discards materials other than Sharps,
1607 such as prescription drugs,

1608 10.14.4.2 Service Recipient does not discard Sharps in an
1609 Approved Sharps Container,

1610 10.14.4.3 Sharps have spilled out of the Approved Sharps
1611 Container, or the Container is broken, split or otherwise damaged, or it is not sealed
1612 properly, or

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1613 10.14.4.4 Service Recipient does not set out the Approved Sharps
1614 Container at the place arranged between the Service Recipient and the Contractor: for
1615 example, Service Recipient sets out the container at the curb.

1616 In any of these events, Contractor will complete and leave a Non-
1617 Collection Notice securely attached to the discarded material container, describing the
1618 reason that the Contractor did not Collect the Approved Sharps Container.

1619 10.14.5 Handling Sharps.

1620 10.4.5.1 Contractor's employee will record Collection thereof on his
1621 or her route sheet.

1622 10.14.5.2 Contractor will transport Approved Sharps Container to
1623 **[Contractor to identify location].**

1624 10.14.5.3 Contractor will arrange for disposal of Sharps in
1625 accordance with Applicable Law.

1626 10.14.6 Customer Education and Outreach. Contractor will provide all
1627 Customers with a description of the Sharps Collection program.

1628 **10.15 Place holder for Edible Food Collection Program**

1629 **ARTICLE 11. City Collection Service**

1630 11.01 City Collection Service. Except as set forth below, the Contractor shall
1631 provide City Collection Service to all City Service Units in the Service Area as described
1632 in **Exhibit 3**. This service will be governed by the following terms and conditions:

1633 11.01.1 Hours of Collection. City Collection Service shall be provided,
1634 commencing no earlier than 5:00 a.m., provided the City Service Unit is located a
1635 minimum of one hundred (100) feet from residential property, and terminating no later
1636 than 7:00 p.m., Monday through Friday. The hours of Collection may be extended due
1637 to extraordinary circumstances or conditions with the prior written consent of the
1638 Contract Administrator.

1639 11.01.2 Accessibility. Contractor shall Collect all Gray, Blue or Green
1640 Containers that are readily accessible to the Contractor's crew and vehicles and not
1641 blocked. However, Contractor shall provide "push services" as necessary during the
1642 provision of City Collection Services. Push services shall include, but not be limited to
1643 dismounting from the Collection vehicle, moving the Gray, Blue, or Green Containers
1644 from their storage location for Collection and returning the Gray, Blue, or Green
1645 Containers to their storage location.

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1646 11.01.3 Manner of Collection. The Contractor shall provide City Collection
1647 Service with as little disturbance as possible and shall leave Gray, Blue, or Green
1648 Containers at the same point it originally located without obstructing alleys, roadways,
1649 driveways, sidewalks or mail boxes.

1650 11.01.4 Purchase and Distribution of Container(s).

1651 11.01.4.1 Contractor is responsible for the purchase and delivery
1652 of Kitchen Food Waste Pails to all newly constructed Residential Service Units in the
1653 City, and for lost or stolen pails at the request of the Service Recipient. Kitchen Food
1654 Waste Pails to Service Units in the Service Area. Each Service Unit shall be eligible to
1655 request one (1) Kitchen Food Waste Pail per year at no additional charge.

1656 11.01.5 Replacement of Gray, Blue, and Green Container(s). Care shall
1657 be taken by Contractor's employees to prevent damage to Containers by unnecessary
1658 rough treatment. However, any Gray, Blue, or Green Container(s) damaged by the
1659 Contractor shall be replaced by the Contractor, at Contractor's expense, within five (5)
1660 Work Days at no cost or inconvenience to the Service Recipient.

1661 11.01.5.1 Upon notification to the Contractor by the City that a City
1662 Service Units' Container has been lost, stolen or that it has been damaged beyond repair
1663 through no fault of the Contractor, the Contractor shall deliver a replacement Gray, Blue,
1664 or Green Container to such Service Unit within five (5) Work Days.

1665 11.01.6 Gray, Blue, and Green Container(s). Contractor shall be
1666 responsible for repair of Containers. Within five (5) Work Days of notification by the City
1667 of the need for such repairs, the Contractor shall repair the Container or if necessary,
1668 remove the Container for repairs and deliver a replacement Gray, Blue, or Green
1669 Container. Gray, Blue, and Green Container repair shall also include the removal of
1670 graffiti from the Container.

1671 11.01.7 Gray, Blue, and Green Container Exchange. Upon notification to
1672 the Contractor by the City that a change in the size, or number of the Gray, Blue, or
1673 Green Container, or a change in the number of Gray, Blue, or Green Containers is
1674 required, the Contractor shall deliver such Containers to such City Service Unit within
1675 five (5) Work Days.

1676 11.01.8 Ownership of Gray, Blue and Green Container. Ownership of
1677 Gray, Blue and Green Container(s) shall be governed by the provisions of Section
1678 10.06.7.

1679 11.01.9 Annual Cleaning. Once each Contract Year, at no charge to the
1680 City, Contractor shall clean all Gray, Blue, or Green Containers at the City Service Unit's
1681 premises or shall replace the dirty Containers with clean Containers and remove the
1682 dirty Containers for cleaning.

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1683 11.02 City Service Unit Recycling Program. Contractor shall maintain a City
1684 Service Unit Recycling Program that includes Collection of Organic Recyclable Materials
1685 and Recyclable Materials. Contractor will educate City staff on the importance of source
1686 separating Recyclable Material and Organic Recyclable Materials from Garbage.
1687 Contractor shall provide educational material and signage annually for the City Service
1688 Unit Recycling Program at no additional cost to the City.

1689 11.03 City Garbage Collection Service.

1690 11.03.1 Conditions of Service. The Contractor shall provide City Garbage
1691 Collection Service to all City Service Units in the Service Area whose City Garbage is
1692 properly containerized in Gray Containers, where the Gray Containers are accessible
1693 as set forth in Section 11.01.2.

1694 11.03.2 Size and Frequency of Service. The size of the containers and the
1695 frequency of this service shall be provided as deemed necessary and as determined
1696 between the Contractor and the Contract Administrator, but such service shall be
1697 received no less than one (1) time per week with no exception for holiday(s) as set forth
1698 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1699 as determined between the Contract Administrator and the Contractor as long as the
1700 minimum frequency requirement is met. Service may be provided by Garbage Bin or
1701 Cart at the option of the City.

1702 11.03.3 Disposal Facility. All City Garbage, Collected as a result of
1703 performing City Garbage Collection Service shall be transported to, and disposed of, at
1704 the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, the
1705 Contractor shall transport and dispose of City Garbage at such other legally permitted
1706 disposal facility as designated in writing by City. Failure to comply with this provision
1707 shall result in the levy of an administrative charge as specified in Article 23 of this
1708 Contract and may result in the Contractor being in default under this Contract.

1709 11.04 City Recycling Collection Service. This service will be governed by the
1710 following terms and conditions:

1711 11.04.1 Conditions of Service. The Contractor shall provide City Recycling
1712 Collection Service to all City Service Units in the Service Area whose Recyclable
1713 Materials are properly containerized in Blue Containers, except as set forth in Section
1714 11.04.3 below, where the Blue Containers are accessible as set forth in Section 11.01.2.

1715 11.04.2 Size and Frequency of Service. The size of the containers and the
1716 frequency of this service shall be provided as deemed necessary and as determined
1717 between the Contractor and the Contract Administrator, but such service shall be
1718 received no less than one (1) time per week with no exception for holiday(s) as set forth

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1719 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1720 as determined between the Contract Administrator and the Contractor as long as the
1721 minimum frequency requirement is met. Service may be provided by Bin or Cart at the
1722 option of the City.

1723 11.04.3 Recycling - Improper Procedure. Recycling – Improper Procedure
1724 shall be governed by the provisions of Section 10.08.2.

1725 11.05 Material Recovery Facility. All Recyclable Materials Collected as a result of
1726 performing Recycling Collection Services shall be delivered to the Material Recovery
1727 Facility, as specified in the Contractor's Proposal **Exhibit 6**, and determined by
1728 Contractor at its sole discretion. Failure to comply with this provision shall result in the
1729 levy of an administrative charge as specified in Article 23 of this Contract and may result
1730 in the Contractor being in default under this Contract.

1731 11.06 Organic Recyclable Materials Collection Service. This service will be
1732 governed by the following terms and conditions:

1733 11.06.1 Conditions of Service. The Contractor shall provide Organic
1734 Recyclable Material Collection Service to all City Service Units in the Service Area
1735 whose Organic Recyclable Material is properly containerized in Green Containers,
1736 where the Green Containers are accessible as set forth in Section 11.01.2.

1737 11.06.2 Size and Frequency of Service. The size of the containers and the
1738 frequency of this service shall be provided as deemed necessary and as determined
1739 between the Contractor and the Contract Administrator, but such service shall be
1740 received no less than one (1) time per week with no exception for holiday(s) as set forth
1741 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1742 as determined between the Contract Administrator and the Contractor as long as the
1743 minimum frequency requirement is met. Service may be provided by Bin or Cart at the
1744 option of the City.

1745 11.06.3 Organic Recyclable Material Processing Facility. Contractor must
1746 ensure that all Organic Recyclable Material collected pursuant to this Contract is
1747 diverted from the landfill in accordance with Applicable Law. Contractor shall deliver all
1748 Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material
1749 Processing Facility, a fully permitted Transfer station, or other properly permitted facility
1750 as described in the Contractor's Proposal **Exhibit 6**. All expenses related to Organic
1751 Recyclable Material processing and marketing will be the sole responsibility of
1752 Contractor.

1753 11.07 City Event Services. Contractor shall provide Garbage Collection and
1754 disposal services, Recyclable Material Collection and processing services, Organic

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1755 Recyclable Material Collection and processing services, and portable toilets at up to ten
1756 (10) City-sponsored or supported events as requested by City. Such services shall be
1757 provided in such a manner that all Garbage, Recyclable, Organic Recyclable Material,
1758 and portable toilet needs of the event are adequately and properly provided for by
1759 Contractor at no cost of any kind to the City or the City-supported sponsor of the event.

1760 11.08 Large Item Collection Service. Large Item Collection Service shall be
1761 governed by the provisions of Section 10.12.

1762 **ARTICLE 12. Other Collection Service**

1763 12.01 Additional Programs.

1764 12.01.1 Sharps Collection Service. Contractor shall provide Sharps
1765 Collection Service throughout the term of the Contract and CONTRACTOR will include
1766 information about the Sharps Collection Service in the Public Education and Outreach
1767 Programs undertaken pursuant to Article 18 throughout the term of the Contract.

1768 12.01.2 Dry Cell Battery Collection. Contractor shall collect dry cell
1769 household batteries as part of Residential Recycling Collection Service and
1770 CONTRACTOR will include information about dry cell battery collection services in Public
1771 Education and Outreach Programs undertaken pursuant to Article 18 throughout the term
1772 of the Contract.

1773 12.01.3 Public Outreach and Education Services. Contractor shall make
1774 expanded public outreach and educational services, as set forth in Section 18.01 of this
1775 Contract.

1776 12.02 Debris Collection Service.

1777 12.02.1 Conditions of Service. Contractor shall provide Debris Collection
1778 Service within the Service Area as requested by the City. In the event that the Contractor
1779 is notified by phone or in writing by the City of the location of abandoned debris,
1780 Contractor shall remove such item within forty-eight (48) hours of receipt of such
1781 notification.

1782 12.02.2 Contractor shall provide two thousand (2,000) cubic yards per
1783 Contract Year of Debris Collection Service at no additional charge to the City. The
1784 Contractor shall provide Debris Collection Service in excess of two thousand (2,000)
1785 cubic yards at the direction of the Contract Administrator, for a charge to the City not to
1786 exceed the rate set forth in **Exhibit 1**. The cubic yard charge to the City for Debris
1787 Collection Service in excess of the two thousand (2,000) cubic yard annual limit shall be
1788 adjusted annually in accordance with the percentage amounts identified in Section 5 03.

Residential Solid Waste Services and Street Sweeping Contract1789 12.03 Special Clean-Up Service.

1790 12.03.1 Contractor shall, in response to the written request of the Contract
1791 Administrator, deliver and collect Roll-Off Containers for use in special clean-up
1792 programs. Contractor, at the City Contract Administrators direction shall provide up to
1793 four (4) Special Clean-up Service events per year, with a total collection not to exceed
1794 One Thousand, Two Hundred (1,200) cubic yards in any Contract Year. Each clean-up
1795 event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00
1796 p.m. The Contract Administrator shall notify Contractor in writing not less than five (5)
1797 calendar days prior to the date of the service. The notice to Contractor shall specify the
1798 date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and
1799 the number of and size of the Roll-Off Containers to be delivered. As part of this service,
1800 Contractor shall provide on-site supervision at all times the Roll-Off Containers are
1801 available for Special Clean-Up Service. At such time as the Roll-Off Container is full, but
1802 not later than the end of the Special Clean-Up Service day, Contractor shall transport and
1803 deliver the Collected materials to the Disposal Facility, the Materials Recovery Facility, or
1804 such other facility as is appropriate for the disposition of the materials and approved by
1805 the Contract Administrator.

1806 12.03.2 With the prior written consent of the Contract Administrator,
1807 Contractor may provide for the Collection of materials at a Special Clean-up Service
1808 event in a vehicle or container other than a Roll-Off Container. However, in the event the
1809 Contractor elects to utilize this alternative Collection process, Contractor is responsible
1810 for obtaining documentation of the weight of the materials Collected, diverted and
1811 disposed in a manner that is acceptable to the City.

1812 **ARTICLE 13. Collection Routes**

1813 13.01 Service Routes. Contractor must provide City with maps and digital
1814 mapping data precisely defining Collection routes.

1815 13.02 Service Route Changes. Contractor must submit to City, in writing, any
1816 proposed route change (including maps thereof) not less than sixty (60) calendar days
1817 prior to the proposed date of implementation. Contractor may not implement any route
1818 changes without the prior review and written consent of the Contract Administrator. If
1819 the change will change the Collection day for a Service Recipient, Contractor must notify
1820 those Service Recipients in writing of route changes not less than thirty (30) calendar
1821 days before the proposed date of implementation.

1822 13.03 Collection Route Audits. City reserves the right to conduct audits of
1823 Contractor's Collection routes. Contractor must cooperate with City in connection
1824 therewith, including permitting City employees or agents, designated by the Contract
1825 Administrator, to ride in the Collection Vehicles to conduct the audits. Contractor has

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1826 no responsibility or liability for the salary, wages, benefits or worker compensation claims
1827 of any person designated by the Contract Administrator to conduct such audits.

1828 13.04 Route Reviews. Contractor will audit and report on a minimum of 5,000
1829 accounts per year, with those accounts distributed evenly among each Hauler Route,
1830 unless otherwise directed by the City.

1831 13.04.1 Contractor will conduct Route Reviews on collection days when
1832 Gray, Blue, and Green Containers are scheduled for a Hauler Route. A Route Review
1833 will consist of opening the Gray, Blue, and Green Container, searching the top layer of
1834 material for Prohibited Container Contaminants, filling out a Prohibited Contamination
1835 Contaminants Container tag, documenting the data for reporting (including
1836 photographing Prohibited Contamination Contaminants), and returning the Gray, Blue,
1837 and Green Container lids.

1838 **ARTICLE 14. Billing Audits and Performance Reviews**

1839 14.01 Contractor Billing Audits. Contractor Shall Review its Billings to all
1840 Customers. The purpose of the review is to determine that the amount which the
1841 Contractor is billing each Customer is correct regarding the level of service (i. e. ,
1842 frequency of collection, size of container, location of container) at the rates approved by
1843 City Council resolution. The Contractor shall review Customer accounts not less than
1844 annually and provide a written certification to the City that all such billing is correct. The
1845 documentation of the review, as well as verification that any errors have been corrected
1846 should be provided to the City annually.

1847 14.02. Performance and Financial Review. The City may contract with a solid
1848 waste consultant for an independent financial and performance review of Collection
1849 Services up to two (2) times during the initial ten year term of the Contract and one (1)
1850 time during any 5 year term extension. The primary objectives of the review are to ensure
1851 that service fees and franchise fees have been correctly calculated and paid, that
1852 diversion percentages have been properly calculated and that the Contractor is
1853 delivering services in accordance with the performance, reporting and diversion
1854 requirements of the Contract. Contractor agrees that these reviews are in the best
1855 interest of the City and Contractor and shall cooperate with City's consultant during the
1856 provision of these reviews by providing access to all requested records and data in a
1857 timely manner.

1858 14.02.1 The Contractor shall pay to the City a total of Sixty Five Thousand
1859 Dollars (\$65,000) for each Performance and Financial Review that is conducted during
1860 the term of the Contract and any extensions. That amount shall increase annually in
1861 accordance with the CPI Adjustment Calculation in Section 5.03. Beginning July 1, 2025,

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and annually thereafter. Contractor's payment to the City is to be made within sixty (60) days' written notice from the City of the commencement of any such review.

14.03 Public Hearing. At the City's sole option, with at least thirty (30) calendar days written notification to the Contractor, it may conduct a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance, quality of service, and evaluation of technological and regulatory changes. Required report information, including customer service log information as well as any findings from billing audits and /or performance reviews. Performance and service quality review hearings may be scheduled by the City at its discretion throughout the Term of the Agreement.

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

ARTICLE 15. Collection Equipment

15.01 General Provisions. All equipment used by Contractor in the performance of services under this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers must be watertight and must be operated so that liquids do not spill during Collection or in transit.

15.02 Collection Vehicles. Contractor must use new Collection Vehicles as of the July 1, 2026 and may not use any Collection Vehicle that is more than ten (10) years old during the term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its address within the City, and shall report all purchases of Collection Vehicles under this Agreement as attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel, which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by the City. If during the term of the Franchise Agreement, new technologies are available such as hybrid or electric powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles to be

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1900 in full compliance with all Applicable Laws, including State and Federal clean air
1901 requirements that are adopted or proposed to be adopted, including, but not limited to,
1902 the California Air Resources Board Heavy Duty Engine Standards as currently proposed
1903 to be contained in California Code of Regulations, title 13, sections 2020 et seq. , the
1904 Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air
1905 pollution control laws.

1906 15.03 Collection Vehicle Technology. Contractor must use Collection Vehicles
1907 fitted with GPS tracking devices that can be used to record start and stop times, vehicle
1908 locations, and maximum speed. Contractor shall furnish to the City at no additional cost
1909 or expense any software and equipment necessary for City to track the location of
1910 Collection Vehicles in real time and to generate reports as needed. Collection Vehicles
1911 must also take photos, date and location stamped, to document violations, including
1912 contamination, overfilling, and lids not closed. GPS and camera data must be accessible
1913 by City.

1914 15.04 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor
1915 may not use any Collection Vehicle in violation of weight limitations in Applicable Law.
1916 The Contractor may exceed the Collection Vehicle size limitation for a limited time due
1917 to extraordinary circumstances or conditions with the prior written consent of the
1918 Contract Administrator. The limited time may not exceed 120 days. Contractor must
1919 report all instances of overweight vehicles to City as part of its quarterly reports , and as
1920 part of its Annual Reports to the City described in Section 20.03. Contractor may be
1921 assessed administrative charges as specified in Section 23.04 associated with any
1922 overweight vehicles. Prior to collecting administrative charges for overweight vehicles,
1923 the City shall afford Contractor a reasonable opportunity to provide the Contract
1924 Administrator documentation of the extraordinary circumstance that caused the
1925 overweight vehicles. Extraordinary circumstances in this particular case include, but
1926 may be limited to, heavy rains or high winds that caused excess Green Waste to be
1927 generated, rain to accumulate in open Collection Containers, or normal Collection routes
1928 to be delayed or shortened to extreme weather conditions. The Contract Administrator
1929 shall have authority to consider Contractor's documentation and uphold and collect the
1930 assessed charge, to reduce the charge, or waive and dismiss the charge. The Contract
1931 Administrator shall also have the authority to waive charges in advance of an anticipated,
1932 or in response to and actual, emergency event.

1933 15.05 Registration; Inspection. All vehicles used by Contractor in providing
1934 Collection Services under this Agreement, except those vehicles used solely on
1935 Contractor's premises, are to be registered with the California Department of Motor
1936 Vehicles. In addition, each such vehicle must be inspected by the California Highway
1937 Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from
1938 the Contract Administrator, Contractor must provide City a copy of its vehicle

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1939 maintenance log and any safety compliance report, including, but not limited to, any
1940 report issued under California Vehicle Code sections 34500 and following, as well as the
1941 biennial "BIT" inspections conducted by the California Highway Patrol.

1942 15.06 Safety Markings. All Collection equipment used by Contractor must have
1943 appropriate safety markings including, but not limited to, highway lighting, flashing and
1944 warning lights, clearance lights, and warning flags. All such safety markings must be in
1945 accordance with the requirements of the California Vehicle Code, as may be amended
1946 from time to time.

1947 15.07 Vehicle Signage and Painting. Collection Vehicles must be painted and
1948 numbered without repetition and must have Contractor's name, Contractor's customer
1949 service telephone number, and the number of the vehicle painted in letters of contrasting
1950 color, at least four (4) inches high, on each side and the rear of each vehicle. Contractor
1951 must repaint all vehicles (including vehicles striping) during the term of this Agreement
1952 on a frequency as necessary to maintain a positive public image as reasonably
1953 determined by the Contract Administrator.

1954 15.08 Bin and Roll-off Signage, Painting, and Cleaning. All metal bins and Roll-
1955 Off Containers of any service type furnished by Contractor must be either painted or
1956 galvanized. All metal or plastic bins and Roll-Off Containers must display Contractor's
1957 name, Contractor's customer service telephone number, and the number of the Bin or
1958 Roll-off and must be kept in a clean and sanitary condition. Bins and Roll-Off Containers
1959 should be free of dents and graffiti and newly painted at the start of this Agreement and
1960 painted as needed to maintain an orderly appearance throughout the term of the
1961 Agreement. Bins and Roll-Off Containers may be subject to periodic, unscheduled
1962 inspections by City and determination as to sanitary condition will be made by City. Roll-
1963 off covers shall be provided upon request.

1964 15.09 Vehicle Certification. For each Collection Vehicle used in the performance
1965 of services under this Agreement, Contractor must obtain a certificate of compliance
1966 (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety
1967 Code (Section 43000 and following) and regulations promulgated thereunder and/or a
1968 safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code
1969 (Section 34500 and following) and the regulations promulgated thereunder, as
1970 applicable to the vehicle. Contractor must maintain copies of such certificates and
1971 reports and must make such certificates and reports available for inspection upon
1972 request by the Contract Administrator.

1973 Upon request, Contractor must submit to the Contract Administrator certification
1974 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty
1975 Vehicle Inspection. Thereafter, Contractor must cause each vehicle in Contractor's
1976 Collection fleet to be tested annually in the California Heavy Duty Inspection Program

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1977 and must, upon request, submit written verification to City within ten (10) Work Days of
1978 the completion of such test. Contractor may not use any vehicle that does not pass such
1979 inspection.

1980 15.10 Equipment Maintenance. Contractor must maintain Collection equipment
1981 in a clean condition and in good repair at all times. All parts and systems of the Collection
1982 equipment must operate properly and be maintained in a condition satisfactory to City.
1983 Contractor must wash all Collection Vehicles at least once a week, unless otherwise
1984 directed by the Contract Administrator.

1985 15.11 Maintenance Log. Contractor must maintain a maintenance log for all
1986 Collection Vehicles. The log must at all times be accessible to City by physical
1987 inspection upon request of Contract Administrator, and must show, at a minimum, each
1988 vehicle Contractor assigned identification number, date purchased or initial lease, dates
1989 of performance of routine maintenance, dates of performance of any additional
1990 maintenance, and description of additional maintenance performed.

1991 15.12 Equipment Inventory. On or before April 1, 2025, and annually thereafter as
1992 part of its Annual Report, Contractor shall provide to City an updated inventory of
1993 Collection Vehicles and major equipment used by Contractor for Collection or
1994 transportation and performance of services under this Agreement. The inventory must
1995 indicate each Collection Vehicle by Contractor assigned identification number, DMV
1996 license number, the age of the chassis and body, type of fuel used, the type and capacity
1997 of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating
1998 and the maintenance and rebuild status. Each inventory must also include the tare
1999 weight of each vehicle as determined by weighing at a certified scale used by Contractor.
2000 Each vehicle inventory must be accompanied by a certification signed by Contractor that
2001 all Collection Vehicles meet the requirements of this Agreement.

2002 15.13 Reserve Equipment. Contractor shall have available to it, at all times,
2003 reserve Collection equipment which can be put into service and operation within one (1)
2004 hour of any breakdown. Such reserve equipment must correspond in size and capacity
2005 to the equipment used by the Contractor to perform the contractual duties.

2006 15.14 Large Items. Vehicles used for Collection of Large Items shall not use
2007 compactor mechanisms or mechanical handling equipment that may release Freon or
2008 other gases from pressurized appliances.

2009 15.15 Collection Vehicle Noise Level. All Collection operations shall be conducted
2010 as quietly as possible and shall conform to applicable federal, state, county and City
2011 noise level regulations, including the requirement of Chapter 6.68 of the Rancho
2012 Cordova Municipal Code (*noise ordinance*). In the event of repeat occurrences of noise

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2013 levels in excess of the limit specified in the City's municipal code, Contractor shall pay
2014 Administrative Penalties in accordance with Article 23.

2015 **ARTICLE 16. Contractor's Office**

2016 16.01 Contractor's Office. The Contractor shall maintain a local office in
2017 Sacramento County where complaints can be received and which provides toll-free
2018 telephone access for Service Recipients living in the City of Rancho Cordova. Such
2019 office shall be equipped with sufficient telephones that all Collection Service and Street
2020 Sweeping Service related calls received during normal business hours are answered by
2021 an employee within five (5) rings, and shall have responsible persons in charge during
2022 Collection hours and shall be open during such normal business hours, 6:00 a.m. to 6:00
2023 p.m. on all Work Days and on those Saturdays when Collections Services are required
2024 as a result of the holiday Collection policy set forth in Section 9.03 of this Contract. The
2025 Contractor shall provide either a telephone answering service or mechanical device to
2026 receive Service Recipient inquiries during those times when the office is closed. Calls
2027 received after normal business hours shall be addressed the next Work Day morning.

2028 16.01.1 Emergency Contact. The Contractor shall provide the Contract
2029 Administrator with an emergency phone number where the Contractor can be reached
2030 outside of the required office hours.

2031 16.01.2 Multilingual/TDD Service. Contractor shall at all times maintain the
2032 capability of responding to telephone calls in English, Spanish and Russian. Contractor
2033 shall at all times maintain the capability or responding to telephone calls through
2034 Telecommunications Device for the Deaf (TDD) Services.

2035 16.01.3 Service Recipient Calls. During office hours, Contractor shall
2036 maintain a telephone answering system capable of accepting at least fifteen (15)
2037 incoming calls at one time. Contractor shall record all calls including any inquiries,
2038 service requests and complaints into a customer service log.

2039 16.01.4 All incoming calls will be answered within five (5) rings. Any call
2040 "on-hold" in excess of 1.5 minutes shall have the option to remain "on-hold" or to be
2041 switched to a message center where Service Recipient can leave a message.
2042 Contractor's customer service representative shall return Service Recipient calls. For all
2043 messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one
2044 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call
2045 backs" shall be attempted a minimum of one time prior to noon the next Work Day.
2046 Contractor shall make a minimum of three (3) attempts within twenty-four hours of the
2047 receipt of the call. If Contractor is unable to reach the Service Recipient on the next Work
2048 Day, the Contractor shall send a postcard to the Service Recipient on the second Work

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2049 Day after the call was received, indicating that the Contractor has attempted to return
2050 the call.

2051 16.02 Call Center Performance Tracking.. Contractor will have a system in place
2052 to track monthly call center performance that will include, at a minimum, number of calls,
2053 abandoned rate, average speed of answer, average hold time, average handle time, and
2054 number of calls on hold for more than ten (10) minutes.

2055 Under no circumstances shall Contractor's call center or other personnel direct any
2056 Service Recipient to contact the City. Doing so will subject the Contractor to
2057 Administrative Charges as provided for in **Exhibit 9**.

2058 **ARTICLE 17. Street Sweeping Services**

2059 17.01 Street Sweeping Service. Throughout the Term of the Contract, Contractor
2060 shall provide Street Sweeping Services as set forth in this Contract. If Contractor enters
2061 into a subcontract for Street Sweeping Services, pursuant to Section 36.02, Contractor
2062 shall require the subcontractor to comply with all standards and requirements set forth
2063 in this Contract for the provision of Street Sweeping Services.

2064 17.02 Compensation for Street Sweeping Services. Contractor shall collect the
2065 Street Sweeping Fee set forth in **Exhibit 1** from Residential Service Units and that Street
2066 Sweeping Fee shall be full compensation for all Street Sweeping Services provided by
2067 the Contract.

2068 17.03 Manner of Service. Contractor shall provide a complete sweep of all Curb
2069 Miles on all Residential Streets and Commercial Streets located within the Service
2070 District. Within any Curb Mile, Contractor shall be responsible for sweeping all curbs
2071 including Median Islands, traffic calming islands and the corners from any cross street
2072 intersecting the subject street. Street Sweeping Services shall be performed in a manner
2073 such that all Sweep Waste is properly removed from all swept areas, including
2074 intersections, so that the street is in a clean condition. A clean condition is defined as
2075 the absence of Sweep Waste in the streets and gutters upon the completion of the
2076 sweeping operation in a manner that is consistent with industry standards and best
2077 management practices. To the extent needed to properly remove Sweep Waste,
2078 Contractor shall make multiple passes, or as necessary provide hand sweeping or
2079 vacuuming services.

2080 17.04 Traffic Laws. Contractor shall obey all laws governing the operation of the
2081 street sweepers on a public street, and shall perform its operations so that sweepers are
2082 traversing their routes in the normal direction of traffic.

2083 17.05 Parked Vehicles. In the event that Contractor's operations are impeded by
2084 parked vehicles, Contractor shall bypass said parked vehicles. In such instances, the

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2085 bypassed areas shall be considered as swept Curb Miles for purposes of calculating
2086 compensation.

2087 17.06 Call Backs. Whenever, in the sole opinion of the Contract Administrator, a
2088 section of street is inadequately swept such that all Sweep Waste has not been properly
2089 removed as required by Section 17.03, Contractor shall re-sweep the section in question
2090 within twenty-four (24) hours of receipt of verbal or written notification from the Contract
2091 Administrator.

2092 17.07 Water. Contractor shall obtain water services from the appropriate water
2093 utility companies for the water necessary in the street sweeping operation. The cost of
2094 the water shall be borne by Contractor. The proper volume and pressure shall be
2095 supplied by the sweeper at all times for adequate dust control during the sweeping
2096 operation. If reasonably available, City may direct Contractor to use reclaimed or
2097 recycled water due to increased availability of reclaimed water.

2098 17.08 Sweeper Speed. Contractor shall operate the sweepers at a speed of not
2099 more than six (6) to ten (10) miles per hour when sweeping or when the sweeper brooms
2100 are down. City will use industry standards, Environmental Protection Agency
2101 information, and the sweeper manufacturer's recommendation on the speed of
2102 sweepers when considering speeds greater than ten (10) miles per hour.

2103 17.09 Width of Sweeper Path. Contractor shall sweep a path, with all brooms
2104 down, with a width of not less than nine (9) feet unless parked vehicles, structures, or
2105 other objects prohibit the safe sweeping of this path width. The path shall begin at the
2106 face of the curb, and include the flow line of the gutter. Unless blocked by parked cars,
2107 or Containers, the face of the curb and gutter shall always be included within the
2108 sweeper path. On those streets with no curb, the width of the sweeper path shall be not
2109 less than nine (9) feet measured from the edge of the pavement toward the center of the
2110 street.

2111 17.10 Intersections. At all intersections, where debris has accumulated forming
2112 "invisible" islands, extra sweeper passes must be made to eliminate debris accumulation.

2113 17.11 Frequency and Day of Service. Contractor shall provide Street Sweeping
2114 Service for each Curb Mile in the Service District once every month to Residential
2115 Streets during the months of January through October, and twice every month during
2116 November and December. Contractor shall provide Street Sweeping Service for each
2117 Curb Mile in the Service District twice every month to Commercial Streets. However, in
2118 those instances where the scheduled Street Sweeping Service day falls on a holiday,
2119 Contractor shall adjust the route schedule as set forth in Section 9.03.

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2120 17.12 Hours and Days of Service. Contractor shall provide Street Sweeping
2121 Service on Residential Streets commencing no earlier than 6:00 a.m. and terminating
2122 no later than 4:00 p.m., Monday through Friday, with no service on Saturday or Sunday.
2123 Contractor shall provide Street Sweeping Service on Commercial Streets commencing
2124 no earlier than 10:00 p.m. and terminating no later than 6:00 a.m. The hours, days, or
2125 both of service may be extended or suspended due to extraordinary circumstances or
2126 conditions with the prior verbal consent of the Contract Administrator.

2127 17.13 Disposal of Sweep Waste. It shall be the responsibility of Contractor to
2128 transfer and dispose of Sweep Waste in a manner that complies with applicable local,
2129 state and federal laws, regulations and requirements. Contractor shall bear all costs
2130 associated with the hauling and disposal of Sweep Waste.

2131 17.14 Spillage. During hauling, all Sweep Waste shall be contained, covered or
2132 enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented.
2133 Contractor shall be responsible for the immediate cleanup of any spillage caused by
2134 Contractor.

2135 17.15 Changes in Streets. Contract Administrator may require some streets to be
2136 temporarily removed from or added to the list of scheduled streets swept under this
2137 Agreement. Conditions which may cause the Contract Administrator to order a street or
2138 an area to be bypassed temporarily include the following:

- 2139 1. Construction or development on or along a street;
- 2140 2. Pavement maintenance activities;
- 2141 3. Inclement weather when running water is in the gutter or street such that
2142 sweeping is ineffective;
- 2143 4. Special sweeping on alternative schedule;
- 2144 5. Other legitimate reasons that make sweeping impractical as determined by
2145 the City Contract Administrator; and
- 2146 6. Special Events.

2147 In the event that the Contract Administrator notifies Contractor not to sweep on a
2148 temporary basis, the Contract Administrator shall notify Contractor of the temporary
2149 suspension of service at least one (1) Work Day prior to the scheduled sweep, except
2150 in the case when the reason for not performing service is due to inclement weather, the
2151 Contract Administrator may notify Contractor at any time.

2152 17.16 Obstructions. The equipment operator shall maintain a log showing the
2153 locations of roadways that cannot be adequately swept due to obstructions, including

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2154 low hanging tree limbs or deserted vehicles parked on City streets. Contractor shall
2155 report these locations to the Contract Administrator within forty-eight (48) hours.

2156 17.17 Hazardous Materials. Contractor shall not be required to remove any
2157 Hazardous Materials from the street surface. Contractor shall immediately contact
2158 Contract Administrator if Hazardous Materials are encountered during the provision of
2159 Street Sweeping Services.

2160 17.18 Coordination with Other City Programs. This Agreement requires the
2161 Contractor to establish and maintain good working relationships with various work units
2162 in the City. The Contractor shall be responsible for cooperating and coordination with
2163 the following City programs: Residential Garbage, Recycling, and Organic Recyclable
2164 Material collection programs; road construction, paving and maintenance projects; and
2165 special City events, including parades, bicycle races, street fairs, etc.

2166 17.19 Street Sweeping Service Routes.

2167 17.19.1 Provision of Service Route Maps. No later than December 1, 2024,
2168 City shall provide Contractor with existing Street Sweeping Service District maps
2169 precisely defining the Sweeper Routes currently in use (**Exhibit 2**). The route maps shall
2170 include the days of the month sweeping shall occur on Residential Streets and
2171 Commercial Streets in the Service District. Contractor shall provide Street Sweeping
2172 Services in accordance with those maps unless a route change is first approved by City
2173 pursuant to Section 17.19.2, below.

2174 17.19.2 Route Service Changes. Contractor shall submit to the Contract
2175 Administrator, in writing, any proposed route change (including maps thereof) not less
2176 than sixty (60) calendar days prior to the proposed date of implementation. The Contract
2177 Administrator may provide written comments to Contractor on such proposed change
2178 no later than ten (10) Work Days after receipt of the proposal from Contractor, and
2179 Contractor shall revise the routes to reflect such comments and return them to the
2180 Contract Administrator within ten (10) Work Days of receipt of such comments, for City
2181 corroboration. Contractor shall not implement any route changes without the prior
2182 approval of the Contract Administrator.

2183 17.19.3 Additional Work. Should the City elect to extend the street
2184 sweeping program to include newly constructed streets after the Effective Date of the
2185 Agreement, Contractor will provide Street Sweeping Services for those streets. City shall
2186 provide Contractor notice of the addition of such streets and Contractor provide City with
2187 amended Street Sweeping routes incorporating the new streets into the Street Sweeping
2188 schedule for City's review and approval

2189 17.20 Equipment Specifications.

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2190 17.20.1 General Provisions. All Street Sweeping Service equipment used
2191 by Contractor in the performance of services under this Agreement shall be the highest
2192 quality available. The vehicles shall be designed and operated so as to prevent materials
2193 from escaping from the vehicles.

2194 17.20.2 Vehicle Compliance. During the term of this Agreement, Contractor
2195 shall provide street sweeping vehicles in full compliance with local, state and federal
2196 requirements, including but not limited to, the California Air Resources Board Heavy
2197 Duty Engine Standards, the Federal EPA's Highway Diesel Fuel Sulfur regulations; and
2198 any other applicable air pollution control laws.

2199 17.20.3 Street Sweeping Vehicles. Contractor shall maintain, at all times,
2200 sufficient street sweepers such that no sweeper is ever assigned to more than one (1)
2201 sweep route on any Work Day. All street sweepers shall be equipped with GPS
2202 technology that will provide an electronic accounting of the daily travel path of each
2203 Street Sweeper route. Contractor shall maintain electronic copies of all historical GPS
2204 generated route travel paths that Contractor shall be made available to the City upon
2205 request.

2206 17.20.4 Regenerative Air-Based Sweepers. Contractor shall use
2207 regenerative air-based sweepers that gather Sweep Waste into self-contained hoppers
2208 for eventual ejection at the disposal location. All sweepers shall have a dust suppression
2209 system in operation while conducting the work. Swept streets shall be clear of all dust,
2210 dirt, gravel, sand and all other debris from curb to curb in a manner that is consistent
2211 with best management practices and industry standards

2212 17.20.5 Dual Gutter Brooms. Sweeping vehicles must be equipped with
2213 dual gutter brooms no shorter than seven (7) inches, which shall be operating during all
2214 sweeping operations, and a main broom no shorter than eight (8) inches capable of
2215 sweeping at minimum a nine (9) foot path, or vacuum sweep if approved by the Contract
2216 Administrator.

2217 17.20.6 Condition of Equipment. Sweeping vehicles must not be more than
2218 five (5) years old at the time of execution of this Agreement, and no more than (7) years
2219 old at any point for the duration of the Agreement. Machines must be in excellent working
2220 condition capable of removing Sweep Waste throughout the term of this Agreement. The
2221 outside body of the machine must be free from dents and large scratches, and paint must
2222 be well maintained.

2223 17.20.7 Tire Scuffing. The use of a steel plate on the sweeper wheel to
2224 prevent tire scuffing against the curb will not be permitted.

2225 17.20.8 Safety Markings and Devices. Sweeping vehicles used by
2226 Contractor in the performance of this Agreement shall have appropriate safety markings,
2227 including but not limited to, highway lighting, flashing and warning lights, and clearance

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lights. All such safety markings and devices shall be in accordance with the requirements of the California Vehicle Code, as may be amended periodically.

17.20.9 Communications Equipment. Contractor shall, prior to rendering any Street Sweeping Services, equip each sweeper with communications equipment in order to provide direct communication among the equipment operators, field supervisor, and Contract Administrator. This equipment shall be at the Contractor's sole cost and expense and shall be functional at all times. Contractor shall be responsible for normal maintenance of all communications equipment during the term of the Agreement.

17.20.10 Sound Control Requirements. The noise level from the Contractor's operations, during hours of operation shall not exceed 86 decibels at a distance of 50 feet in all residential areas. Said noise level requirement shall apply to all equipment used to provide Street Sweeping Services under the terms of this Agreement. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

17.20.11 Vehicle Signage and Painting. All Street Sweeping Service vehicles shall be painted and numbered consecutively without repetition and shall have Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and on the rear of each vehicle. Contractor shall repaint all sweepers during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

17.20.12 Vehicle Registration, Licensing and Inspection. All Street Sweeping vehicles used by Contractor in the performance of services under this Agreement shall be in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. Contractor shall maintain copies of all certificates and reports evidencing compliance, and shall make such certificates and reports available for inspection upon request by the Contract Administrator. Contractor shall not use any vehicle to perform Sweeping Services that is not in compliance with applicable registration, licensing and inspection requirements.

17.20.13 Equipment Maintenance. Contractor shall maintain all Street Sweeping vehicles in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in good working order. Contractor shall wash all Street Sweeping vehicles at least once per week using recycled water to the extent feasible. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non-Point Source Pollutants in the publication entitled *Storm Water Best Management Practices Handbook for Industrial Commercial*.

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2265 17.20.14 Maintenance Log. Contractor shall maintain a maintenance log
2266 for all Street Sweeping vehicles. The log shall at all times be accessible to City via
2267 computer, or by physical inspection upon the request of the Contract Administrator. The
2268 log shall show, at a minimum, for each vehicle the Contractor-assigned identification
2269 number, date purchased or initial lease, dates of performance of routine maintenance,
2270 dates of performance of any additional maintenance, and description of additional
2271 maintenance performed.

2272 17.20.15 Equipment Inventory. As part of its Annual Report Contractor
2273 shall provide to City a current inventory of Street Sweeping vehicles to be used by
2274 Contractor for the provision of services under this Agreement in a manner consistent
2275 with the Contractor's Proposal **Exhibit 6**. The inventory shall indicate each vehicle by
2276 Contractor assigned identification number, DMV license number, the age of the chassis
2277 and body, mileage, type of fuel used, manufacturer, the date of acquisition, and the
2278 maintenance and rebuild status. Contractor Each vehicle inventory shall be
2279 accompanied by a certification by Contractor that all vehicles meet the requirements of
2280 this Agreement.

2281 17.20.16 Reserve Equipment. Contractor shall have available to it at all
2282 times reserve Street Sweeping Service equipment which can be put into service and
2283 operation within one (1) hour of any breakdown. Such reserve equipment shall
2284 correspond in size and capacity to the equipment used by Contractor to perform
2285 Contractor's duties under this Contract.

2286 17.21 Protection/Restoration of Public and Private Property. Contractor shall be
2287 responsible for protecting existing improvements, adjacent property, utility and other
2288 facilities, and trees and plants from injury or damage resulting from Contractor's
2289 operations. Contractor shall repair or replace all existing improvements, which are
2290 damaged or removed as a result of sweeping operations. Trees, lawns, and shrubbery
2291 which are damaged or removed because of the Contractor's operations shall be restored
2292 or replaced in nearly the original condition and location as reasonably possible. That
2293 portion of trees or shrubs extended into the street past the face of the curb is excluded.

2294 17.22 Accidents. Any and all accidents, damage to public or private property, or
2295 other noteworthy event, regardless of how minor, involving another person, private or
2296 public property or vehicle, shall be reported to the Contract Administrator immediately.

2297 17.23 Additional Street Sweeping Services.

2298 17.23.1 General Services. If during the term of this Agreement,
2299 circumstances exist which require work associated with the Street Sweeping Service
2300 program that are not specifically provided for in this Agreement, the Contract

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2301 Administrator may require Contractor to perform such other associated work ("OAW").
2302 Examples of OAW that Contractor may be required to perform include:

- 2303 1. Performance of special sweeps;
- 2304 2. Flood or storm clean-up;
- 2305 3. Street sanitation for parades and celebrations;
- 2306 4. Neighborhood clean-up activities; and
- 2307 5. Any contingency where sweeper and supporting sweeper
2308 equipment could assist in a particular instance.

2309 When the Contract Administrator authorizes the performance of OAW
2310 which requires Contractor to employ additional personnel, work existing personnel
2311 overtime hours, or hire additional equipment, City will pay Contractor for such services
2312 as set forth in **Exhibit 1**. All OAW shall be authorized by the Contract Administrator prior
2313 to its being performed.

2314 17.23.2 Call-Out Service. In the event of vehicle accidents, material spills
2315 or other emergency conditions where the City determines that street sweeping is
2316 required, Contractor shall provide such service within two (2) hours of the City's request.

2317 17.24 Emergency Service Provisions - Route Variances. In the event of a flood,
2318 tornado, major storm, earthquake, fire, natural disaster, or other such event, the Contract
2319 Administrator may grant Contractor a variance from regular routes and schedules. As
2320 soon as practicable after such event, Contractor shall advise the Contract Administrator
2321 when it is anticipated that normal routes and schedules can be resumed. The City shall
2322 make an effort through the local news media to inform the public when regular services
2323 may be resumed.

2324 17.25 Reporting Requirements. Contractor shall submit Monthly Reports with all
2325 data as described in **Exhibit 7** to the Contract Administrator no later than 30 days after
2326 the end of the prior month. Monthly Reports shall include a written certification from the
2327 Contractor's General Manager that the Contractor has reviewed the daily GPS data
2328 provided for in Section 17.20.3 for all Street Sweeping routes and verified that all routes
2329 have been fully completed, as scheduled. If that is not the case, Contractor shall provide
2330 a list of any and all exceptions. The Monthly reports shall also include Sweep Waste
2331 tonnages collected.

2332 17.26 Street Sweeping Quality of Work. The standards of performance which
2333 Contractor is obligated to meet are those Street Sweeping practices which leave the
2334 serviced area in a debris and dirt free condition in a manner consistent with industry
2335 standards and best management practices.

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2336 17.27 Administrative Charges. In the event Contractor fails to perform the services
2337 as set forth in this Agreement, City may assess an administrative charge against
2338 Contractor in the amounts set forth in Article 23.

2339 **ARTICLE 18. Other Services**

2340 18.01 Public Outreach and Education Services. Contractor, at its own expense,
2341 shall prepare, submit and implement an annual (calendar year) Public Education and
2342 Outreach Program beyond the City's Public Education and Outreach Program.
2343 Contractor will maintain, in its local staff, a Community Outreach Manager in order to
2344 achieve an effective public education and outreach program tailored to meet the needs
2345 of the City of Rancho Cordova. Public Outreach and Education Services will include, but
2346 not limited to, regular attendance at Area Association meetings, working with Schools
2347 Districts within the City, active participation in up to ten (10) City sponsored events,
2348 development of a dedicated web page on Contractor's website, development of City-
2349 specific online content in collaboration with the City (online newsletters, websites,
2350 Facebook, Twitter and other media) and enhanced educational and outreach materials.
2351 Beginning September 30, 2024, and annually thereafter, the Contractor must provide a
2352 proposed Annual Public Education and Outreach Plan for the following Contract Year to
2353 the City for approval no later than October 30th for the following Contract Year. The
2354 Contractor's initial Public Education and Outreach Plan is included in the Contractor's
2355 Proposal in **Exhibit 6**. That Plan must include outreach and educational services that
2356 increase diversion and resident participation as approved by the Contract Administrator.
2357 Outreach and educational services should target certain Recyclable Materials or
2358 "problem" areas of the Contractor's Service Area where improvements can be
2359 maximized. Targets of outreach shall be based on local trends and recycling patterns
2360 based on information obtained by both the Contract Administrator and Contractor staff.
2361 The program shall include a minimum of four (4) campaigns per calendar year, designed
2362 to increase diversion and resident participation. Contractor shall also provide three (3)
2363 community compost workshops per Contract Year, which shall be a service separate
2364 from the four campaigns required as part of the Public Outreach and Education Services
2365 Program as described herein. Contractor's Contract Year budget for its Public Education
2366 and Outreach Program, including only the four (4) annual campaigns and other
2367 programs listed in the Public Education and Outreach Plan, shall be at least One
2368 Hundred and Twenty-Eight Thousand Dollars (\$128,000) during calendar year 2025.
2369 The annual funding requirement for the Public Education and Outreach program will
2370 increase annually in accordance with the CPI Adjustment Calculation in Section 5.03.
2371 Beginning July 1, 2025, and annually thereafter, should Contractor fail to spend the
2372 minimum required budget amount specified above, it shall remit any such budget
2373 shortfall from the preceding Contract Year to the City no later than January 15th of the
2374 following Contract Year.

Residential Solid Waste Services and Street Sweeping Contract

2375 18.01.1 School Outreach Program. Contractor shall develop a School
2376 Outreach Program including classroom presentations on source reduction, recycling and
2377 composting concepts and strategies which shall be presented at schools located in the
2378 City. The School Outreach Program shall be provided at no additional cost to the City.
2379 Contractor shall provide the City with an outline of the proposed annual School Outreach
2380 Program within 30 days of the execution of the Contract.

2381 18.02 City Recycling Coordinator. Contractor shall provide for the equivalent of
2382 one full-time Recycling Coordinator dedicated to providing services to the City for the
2383 term of the Contract. Contractor may use a subcontractor to perform some or all of the
2384 duties normally assigned to the Recycling Coordinator. The services to be provided by
2385 the Recycling Coordinator shall include those agreed to by the Parties and shall be set
2386 forth in the Contractor's annual Public Education and Outreach Plan and approved by
2387 the City. During the term of the Contract, Contractor shall provide City with a proposed
2388 work plan for the Recycling Coordinator for approval by the City. Alternatively, to
2389 Contractor providing a Recycling Coordinator, City may, in its sole discretion, determine
2390 to procure the services of a Recycling Coordinator independently. In that event,
2391 Contractor shall fund those services in the amount of \$100,000 annually. If City decides
2392 to exercise the option to hire or contract for a Recycling Coordinator independently, it
2393 shall provide sixty days' notice to Contractor of that decision. The annual funding
2394 requirement for the City Recycling Coordinator will increase annually in accordance with
2395 the CPI Adjustment Calculation in Section 5.03. In the event that the City exercises its
2396 option to procure the services of a Recycling Coordinator independently, the
2397 Contractor's Recycling Coordinator payment shall be due to the City annually on April 1.

2398 Contractor shall thereafter reimburse City for the costs of those services in an
2399 amount not to exceed that set forth above. If the Contractor funds services, the
2400 Contractor will no longer be responsible for the classroom presentation portion of the
2401 School Outreach Program referenced in Section 18.01.1.

2402 18.03 Annual Collection Service Notice. Each year during the term of this Contract,
2403 the Contractor shall publish and distribute a notice to all Residential Service Units
2404 regarding the Residential Collection Service programs. The notice shall contain at a
2405 minimum: definitions of the materials to be Collected, procedures for setting out the
2406 materials, maps of the Service Area indicating the days when Residential Garbage
2407 Collection Service, Large Item Collection Service, Residential Used Oil Collection
2408 Service, Residential Recycling Collection Service, Organic Recyclable Material
2409 Collection Service, Sharps Collection Service, and HHW Collection Event will be
2410 provided, and the Contractor customer service phone number. The notice shall be
2411 provided in English, and other languages as directed by the City and shall be distributed
2412 by the Contractor no later than December 1, 2024 and annually thereafter.

Residential Solid Waste Services and Street Sweeping Contract

2413 18.04 Programs and Services. Contractor shall provide additional services and
2414 programs as requested by City at a price to be mutually agreed upon between the
2415 Contractor and the Contract Administrator. In the event the Contractor and the Contract
2416 Administrator cannot reach a mutually agreed upon price for the requested service or
2417 program, City shall have the right to procure the service of other vendors or contractors
2418 to provide the requested service.

2419 18.05 Recovered Organic Recyclable Material Product. Contractor shall offer and
2420 provide free compost for residential use at a location mutually agreed upon between
2421 Contractor and City. Contractor shall offer Rancho Cordova residents up to three (3)
2422 cubic yards of compost per Contract Year to be picked up by residents at a location or
2423 locations specified by the City. City and Contractor will reasonably cooperate in good
2424 faith to review availability and purchase of Recovered Organic Products, including
2425 Renewable Natural Gas, when available to fuel collection fleet in City.

2426 18.05.1 Deceased Wildlife. Contractor shall pick up and properly dispose
2427 of Deceased Wildlife found on or near City rights-of-way the same day of receipt of a
2428 service request from City if the service request is received by Contractor before 1:00
2429 pm. Service requests received by Contractor after 1:00 pm shall be picked up no later
2430 than 5:00 pm the following Work Day. Weight of Deceased Wildlife shall not exceed one
2431 hundred fifty (150) pounds per animal. Contractor will be responsible for picking up a
2432 maximum of three hundred fifty (350) Deceased Wildlife per year.

2433 18.06 News Media Relations. Contractor shall notify the Contract Administrator by
2434 fax, e-mail or phone of all requests for news media interviews related to the Collection
2435 Services program within twenty-four (24) hours of Contractor's receipt of the request.
2436 Before responding to any inquiries involving controversial issues or any issues likely to
2437 affect participation or Service Recipient perception of services, Contractor will discuss
2438 Contractor's proposed response with the Contract Administrator.

2439 18.07 Submittal of Drafts to City. Copies of draft news releases or proposed trade
2440 journal articles shall be submitted to City for prior review and approval at least five (5)
2441 Work Days in advance of release, except where Contractor is required by any law or
2442 regulation to submit materials to any regulatory agency in a shorter period of time, in
2443 which case Contractor shall submit such materials to City simultaneously with
2444 Contractor's submittal to such regulatory agency.

2445 18.07.1 Copies of articles resulting from media interviews or news releases
2446 shall be provided to the City within five (5) Work Days after publication.

2447 18.08 Looking out for You Program. In collaboration with City, Contractor shall
2448 develop and implement a "Looking Out For You" program wherein Contractor will work
2449 with law enforcement and other City departments to create a comprehensive

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2450 crime/emergency plan as well as utilize drivers to spot and report other areas of concern
2451 outside of Solid Waste Services such as street light outages, damaged signs, potholes
2452 and downed wires. Contractor shall make drivers available for an annual training by
2453 City's Police Department during the term of the Contract.

2454 **ARTICLE 19. Emergency Service Provisions**

2455 19.01 Emergency Services. In the event of a tornado, major storm, earthquake,
2456 flooding, fire, natural disaster, or other such event, the Contract Administrator may grant
2457 the Contractor a variance from regular Collection routes and schedules. As soon as
2458 practicable after such event, the Contractor shall advise the Contract Administrator when
2459 it is anticipated that normal routes and schedules can be resumed. The Contract
2460 Administrator shall make an effort through the local news media to inform the public when
2461 regular Collection Services may be resumed. The clean-up from some events may
2462 require that the Contractor hire additional equipment, employ additional personnel, or
2463 work existing personnel on overtime hours to clean debris resulting from the event. The
2464 Contractor shall receive additional compensation, above the normal compensation
2465 contained in this Contract, to cover the costs of rental equipment, additional personnel,
2466 overtime hours and other documented expenses based on the rates set forth in **Exhibit**
2467 **1** to this Contract provided the Contractor has first secured written authorization and
2468 approval from the City through the Contract Administrator. City will be given equal priority
2469 and access to resources as with other franchise jurisdictions held by contractor or its
2470 affiliates.

2471 19.02 Disaster Recovery Support. In the event of a tornado, major storm,
2472 earthquake, fire, natural disaster, or other such event, Contractor agrees to provide
2473 disaster recovery support upon request by Contract Administrator at a mutually agreed
2474 upon compensation. This may include additional hauling of debris, special handling such
2475 as wrapping waste in plastic (i. e. , "burrito wrapping"), temporary storage of debris where
2476 feasible, additional disposal, use of different transfer and disposal facilities, and
2477 documentation of debris type, weight, and diversion. Contractor should follow protocol
2478 laid out in the City's Draft Disaster Debris Plan and any subsequent County or City
2479 Disaster Debris Plans, as applied to solid waste hauling and handling.

2480 **ARTICLE 20. Record Keeping and Reporting Requirements**

2481 20.01 Record Keeping. Notwithstanding Article 47 herein:

2482 20.01.1 Accounting Records. Contractor must maintain full, complete and
2483 separate financial, statistical and accounting records, pertaining to cash, billing, and
2484 provisions of all Collection Services, prepared on an accrual basis in accordance with
2485 generally accepted accounting principles. Such records will be subject to audit, copy,
2486 and inspection for the purposes set forth in Section 14.02. Gross receipts derived from

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2487 provision of the Collection Services, whether such services are performed by Contractor
2488 or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2489 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement,
2490 and for a period of not less than four (4) years following expiration or other termination
2491 hereof, full, complete and accurate records, including all cash, billing and disposal
2492 records, as indicated in the Agreement.

2493 20.01.2 Agreement Materials Records. Contractor must maintain records
2494 of the quantities of (i) Solid Waste Collected and disposed under the terms of this
2495 Agreement, (ii) Recyclable Materials, by type, Collected, , and residue disposed under
2496 the terms of this Agreement, and (iii) Organic Recyclable Material Collected, and residue
2497 disposed under the terms of this Agreement.

2498 20.01.3 Other Records. Contractor must maintain all other records
2499 reasonably related to provision of Collection Services, whether or not specified in this
2500 Agreement.

2501 20.01.4 Report Format. All reports to be submitted in a format approved by
2502 the City.

2503 20.01.5 Implementation Record. Contractor shall maintain, in form and
2504 format satisfactory to the City, an Implementation Record meeting the requirements of
2505 the SB 1383 Regulations and CalRecycle for all relevant items related to the provision
2506 of services under this Contract. The City shall maintain ownership of the Implementation
2507 Record and the Contractor shall make the Implementation Record available to the City
2508 upon request.

2509 20.02 Quarterly Reporting.

2510 20.02.1 General. Quarterly reports must be submitted no later than
2511 5:00 p.m. PT on the last day of the month following the end of Quarter in which the
2512 receipts are collected and must be provided electronically using software acceptable to
2513 the City. If the last day of the month falls on a day that City is closed or a holiday, then
2514 the report will be due on the next business day. Failure to submit complete quarterly
2515 reporting by the due date will result in penalties as specified in Section 23.04.

2516 20.02.2 Report Contents. Quarterly reports shall include the
2517 following information in a concise pdf report format:

2518 20.02.2.1 Quarterly Payment Reporting. The payment report
2519 must include an accounting of Contractor's Gross Revenues received during the
2520 preceding Quarter, and the calculated Franchise Fee.

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2521 20.02.2.2 Customer Services Comment Report. A year to date
2522 monthly accounting of (a) services provided, and (b) comments or call-ins with
2523 substantially the same content and format shown in Figure 1: 2022 Customer Service
2524 Comments Report of **Exhibit 8**. In addition to the presentation of this information in pdf
2525 format as part the larger quarterly report, the Contractor shall also provide the City with
2526 an Excel file with this information along with its quarterly report.

2527 20.02.2.3 Residential Disposal Report. A year to date monthly
2528 accounting of the information shown in in Figure 3: 2022 Residential Disposal Report of
2529 **Exhibit 8**. In addition to the presentation of this information in pdf format as part the
2530 larger quarterly report, the Contractor shall also provide the City with an Excel file with
2531 this information along with its quarterly report.

2532 20.02.2.4 Overweight Vehicle Reporting. A summary total of all
2533 instances of overweight Collection Vehicles, and an individual accounting of each such
2534 load with the amount the vehicle was overweight clearly identified. This summary must
2535 include the number of overweight vehicle instances expressed as a percentage of the
2536 total number of Collection Vehicle loads transported during the reported quarter.

2537 20.02.2.5 Non-Collection. The quarterly report must include a
2538 listing of each Service Unit receiving a Non-Collection Notice in the previous quarter
2539 along with a description for the Non-Collection Notice.

2540 20.02.2.6 Collection Overage Charges and Contamination
2541 Charges. A listing of each Service Unit incurring a charge for a Solid Waste Overage in
2542 the previous quarter and each Service Unity incurring a Contamination Charge.

2543 20.02.2.7 Contamination Reporting. To the extent required by
2544 Applicable Law, the quarterly report must include a summary of all instances of qualifying
2545 contamination under the procedures in Section 9.09. This summary must include the
2546 total number of accounts where contamination occurred, the total number of
2547 Contamination Violation Notices issued by Contractor to Service Recipients, a list of
2548 accounts where such notices occurred, and the total number of instances where
2549 Collection Container size or Collection frequency was increased specifically due to
2550 contamination. Within twenty (20) Work Days of request by City, Contractor will provide
2551 copies of the Contamination Violation Notices and the digital documentation of
2552 contamination.

2553 20.02.8 Route Reviews. A summary accounting of all Route
2554 Reviews conducted during the quarter, along with year to date totals.

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2555 20.02.9 Customer Service Log. A copy of the customer
2556 service log, including a summary of the type and number of complaints and their
2557 resolution.

2558 20.02.10 Public Education and Outreach Plan Status. An
2559 accounting of (a) the status of public education and outreach efforts listed in the annual
2560 Public Education and Outreach Plan, and (b) Public Education and Outreach Program
2561 expenses to date.

2562 20.02.11 Other Information. Contractor shall include an
2563 accounting of its performance relative to the performance standards for following items,
2564 and identify all instances that exceed the established performance standard listed in
2565 **Exhibit 9:**

- 2566 1. Provision of Carts to new Service Units
- 2567 2. Provision of additional Containers
- 2568 3. Replacement of Containers
- 2569 4. Exchange of Containers
- 2570 5. Collection of Large Items
- 2571 6. Responding to messages
- 2572 7. Callers on hold for more than 10 minutes
- 2573 8. Responding to complaints
- 2574 9. Resolution of complaints
- 2575 10. Failure to collect missed collections

2576 20.03 Annual Reporting.

2577 20.03.1 General. An annual report must be submitted no later than
2578 forty-five (45) days after the end of the previous Calendar Year. If that date falls on a
2579 day that City is closed, then the report will be due on the next business day. Annual
2580 reports must be submitted electronically in software acceptable to the City. Failure to
2581 submit complete annual reporting by the due date will result in penalties as specified in
2582 Section 23.04. Annual reports to City must include:

2583 20.03.1.1 Collection Vehicle Inventory. An updated complete
2584 inventory of Collection Containers by type and size, and an updated complete inventory
2585 of Collection Vehicles including for each vehicle: truck number, route number, date
2586 purchased, vehicle type, tare weight, license plate number, fuel type and vehicle make
2587 and model.

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2588 20.03.1.2 Other Information. The following information shall
2589 also be included in the annual reports:

2590 **[To be determined by the City]**

2591 20.04 Reporting for Enforcement and CalRecycle. Contractor shall report or
2592 otherwise provide access to information on all activities as required by CalRecycle in
2593 advance of the City's reports to CalRecycle on August 1.

2594 A. For public education. Provide the following information:

2595 1. Copies of all such information (including flyers, brochures,
2596 newsletters, invoice messaging, website and social media postings, emails, and other
2597 electronic messages).

2598 2. The date the information was disseminated or the direct
2599 contact made. For website and social media postings, this shall be the date posted.

2600 3. To whom the information was disseminated or the direct
2601 contact made. For mass distributions such as mailings or bill inserts, Contractor may
2602 provide the type and number of accounts receiving the information, rather than listing
2603 each recipient individually.

2604 B. For Route Reviews. Provide the following information:

2605 1. The date the review was conducted.

2606 2. The name and title of each person conducting the review.

2607 3. A list of the addresses covered by the review.

2608 4. A description of each Hauler Route reviewed, including
2609 Contractor's route number and a description of the Hauler Route area.

2610 5. The results of such review (i. e. the addresses where any
2611 Prohibited Container Contaminants were found), and any photographs taken.

2612 7. Copies of any educational materials issued pursuant to such
2613 reviews.

2614 C. Prohibited Container Contaminants. Provide the following
2615 documentation relating to observed Prohibited Container Contaminants, whether
2616 observed during Route Reviews or otherwise:

2617 1. Copies of the form of each notice issued to customers for
2618 Prohibited Container Contaminants, as well as, for each such form, a list of the
2619 customers to which such notice was issued, the date of issuance, the customer's name
2620 and service address, and the reason for issuance (if the form is used for multiple
2621 reasons).

2622 2. The number of times notices were issued to customers for
2623 Prohibited Container Contaminants.

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2624 3. The number of Containers where the contents were
2625 disposed due to observation of Prohibited Container Contaminants.

2626 4. A description of Contractor's process for determining the
2627 level of Container contamination under the Agreement.

2628 20.05 CalRecycle Reports. Contractor will provide reasonable assistance to City
2629 in preparing annual reports to CalRecycle (the "Electronic Annual Report" or EAR, and
2630 Form 303), including but not limited to supplying required data for preparation of the
2631 reports, and completing all required data input in the CalRecycle website.

2632 20.05.1 In the event that CalRecycle requires City to report an
2633 Implementation Schedule to comply with Applicable Laws, Contractor will provide
2634 assistance to City in preparing a report, including Contractor's policies and procedures
2635 related to compliance with Applicable Laws and how Recyclable Materials or Organic
2636 Recyclable Material are collected, a description of the geographic area, routes, list of
2637 addresses served and a method for tracking contamination, copies of route audits,
2638 copies of notice of contamination, copies of notices, violations, education and
2639 enforcement actions issued, and copies of educational materials, flyers, brochures,
2640 newsletters, website, and social media.

2641 20.06 Additional Reporting. Contractor must furnish City with any additional
2642 information or reports as may reasonably be required, such reports to be prepared within
2643 a reasonable time following the reporting period. City may also require Contractor to
2644 make changes to the content and/or format of existing reports.

2645 **ARTICLE 21. Nondiscrimination**

2646 21.01 Nondiscrimination. In the performance of all work and services under this
2647 Contract, Contractor shall not discriminate against any person on the basis of such
2648 person's race, sex, color, national origin, religion, marital status or sexual orientation.
2649 Contractor shall comply with all applicable local, state and federal laws and regulations
2650 regarding nondiscrimination, including those prohibiting discrimination in employment.

2651 **ARTICLE 22. Service Inquiries and Complaints**

2652 22.01 Contractor's Customer Service. All service inquiries and complaints shall be
2653 directed to the Contractor. A representative of the Contractor shall be available to receive
2654 the complaints during normal business hours. All service complaints will be handled by
2655 the Contractor in a prompt and efficient manner. In the case of a dispute between the
2656 Contractor and a Service Recipient, the matter will be reviewed, and a decision made
2657 by the Contract Administrator.

2658 22.01.1 The Contractor will utilize the customer service log to maintain a
2659 record of all inquiries and complaints in a manner prescribed by the City.

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

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

ARTICLE 23. Quality of Performance of Contractor

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

23.02 Service Supervisor. Contractor shall assign a full-time qualified supervisor to be in charge of the Collection Service and Street Sweeping Service within the Service Area and shall provide the name(s) of that person in writing to the Contract Administrator within thirty (30) days of the execution of this Contract, and annually by April 1 of each subsequent Contract Year of the term of this Contract, and any other time the person in that position changes. The supervisor shall be physically located in the Service Area and available to the Contract Administrator through the use of telecommunication equipment at all times that Contractor is providing Collection Services in the Service Area. In the event the supervisor is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

23.03 Contract Manager. Contractor shall designate a Contract Manager and shall provide the name of that person in writing to the City within thirty (30) days of the execution of this Contract and annually by April 1 of each subsequent Contract Year of this Contract and any other time the person in that position changes. The Contract

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2698 Manager shall be available to the City through the use of telecommunications equipment
2699 at all times that Contractor is providing Collection Services in the Service Area. The
2700 Contract Manager shall provide the City with an emergency phone number where the
2701 Contract Administrator can be reached outside of normal business hours.

2702 23.04 Administrative Charges. It shall be the duty of Contractor to perform services
2703 under this Contract in such a manner as to implement the goals set forth in Section 23.01
2704 above. In the event Contractor fails to perform the services set forth in this Contract, the
2705 City may assess administrative charges against the Contractor. Prior to assessing
2706 Administrative Charges, the City shall give Contractor written notice of its intention to do
2707 so, as set forth below. The notice shall include a brief description of the incident(s)/non-
2708 performance giving rise to the damages. City may assess Administrative Charges for
2709 each day or incident for ongoing non-performance after the City has provided the
2710 Contractor with written notice. City may assess an administrative charge against
2711 Contractor in the amounts shown in **Exhibit 9**.

2712 23.04.1 Procedure for Review of Administrative Charges. The Contract
2713 Administrator may assess administrative charges pursuant to this Article 23, as
2714 applicable, on a monthly basis. In such cases, the Contract Administrator shall issue a
2715 written notice to Contractor ("Notice of Intention to Assess Administrative Charge") of
2716 the administrative charges assessed and the basis for each assessment.

2717 23.04.2 The assessment shall become final unless, within ten (10)
2718 calendar days of the date of the notice of assessment, Contractor provides a written
2719 request for a meeting with the City Manager to present evidence that the assessment
2720 should not be made.

2721 23.04.3 The Contract Administrator shall schedule a meeting between
2722 Contractor and the City Manager, or the City Manager's designee, as soon as
2723 reasonably possible after timely receipt of Contractor's request.

2724 23.04.4 The City Manager, or the City Manager's designee, shall review
2725 Contractor's evidence and render a decision sustaining or reversing the administrative
2726 charges as soon as reasonably possible after the meeting. Written notice of the decision
2727 shall be provided to Contractor.

2728 23.04.5 In the event Contractor does not submit a written request for a
2729 meeting within ten (10) calendar days of the date of the Notice of Assessment, the
2730 Contract Administrator's determination shall be final and the administrative charges shall
2731 be due within thirty (30) calendar days of the date of the Notice of Assessment.

2732 23.04.6 City's assessment or collection of administrative charges shall not
2733 prevent City from exercising any other right or remedy, including the right to terminate
2734 this Contract, for Contractor's failure to perform the work and services in the manner set

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2735 forth in this Contract.

2736 23.05 Alternative Process – Notice of Non-Compliance.

2737 23.05.1 Notice of Non-Compliance. In the event the City identifies a term
2738 or condition of the franchise agreement that it believes the Contractor is not, or has not
2739 complied with, it may issue a written Notice to the Contractor of its findings ("Notice").
2740 That Notice shall specify the specific section or sections of the franchise agreement that
2741 the City believes the Contractor is not in compliance with and the basis for its
2742 determination of non-compliance. The Notice shall also set a reasonable time within
2743 which correction of such event of non-compliance shall be made. Unless a longer or
2744 shorter time is otherwise specified by the City Manager or his/her designee, a
2745 reasonable time for correction shall be forty-five (45) days from the date such written
2746 notice is given.

2747 Within five (5) business days of receipt of the City's Notice, Contractor may
2748 provide a written request for a meeting with the City Manager or his/her designee, to
2749 present evidence that it is in fact in compliance, present evidence of extenuating
2750 circumstances, or otherwise discuss the Notice. If the Contractor requests a meeting
2751 with the City Manager, it shall have forty-five (45) days from the date of such meeting to
2752 correct the event of non-compliance, unless otherwise agreed to by the City Manager or
2753 his/her designee.

2754 23.05.2 Failure to Cure. If Contractor fails to correct, to the reasonable
2755 satisfaction of the City Manager or his/her designee, all deficiencies contained in the
2756 written Notice thereof within the specified time, or if it is not reasonably possible to
2757 correct such deficiencies within the specified time, and Contractor fails to commence to
2758 correct or remedy such deficiencies within the specified time and diligently effect such
2759 correction or remedy thereafter, then the City Manager may assess Administrative
2760 Charges of up to one-hundred dollars and no cents (\$100.00) per incident or event per
2761 day. In the event that the identified area of non-compliance is a past event that cannot
2762 be cured, any such similar future event identified by the City shall be subject to
2763 Administrative Charges of up to one hundred dollars and no cents (\$100.00) per incident
2764 or event per day, at the City Manager's discretion.

2765 **ARTICLE 24. Performance Bond**

2766 24.01 Performance Bond. Within ten (10) calendar days from the date the City
2767 Council approves this Contract, the Contractor shall furnish to the City, and keep current
2768 during the term of this Contract, a performance bond in a form as set forth in **Exhibit 5**
2769 which is included in and attached to this Contract, for the faithful performance of this
2770 Contract and all obligations arising hereunder in an amount of One Million Dollars
2771 (\$1,000,000)). Such amount shall be subject to the provisions of Section 24.01.1 below.

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2772 24.01.1 The performance bond shall be executed by a surety company
2773 licensed to do business in the State of California; having an "A-" or better rating by A.
2774 M. Best or Standard and Poor's; and included on the list of surety companies approved
2775 by the Treasurer of the United States. On January 1, 2019, and annually thereafter,
2776 Contractor may request in writing that the City allow the performance bond to be
2777 reduced. The City shall, at the sole option of the City, respond to the request in writing
2778 within forty-five (45) calendar days of receipt of the written request. Nothing in this
2779 Contract shall require that the City approve the request of the Contractor nor shall the
2780 City have any obligation to provide Contractor with its reasoning for approving or denying
2781 the request.

2782 24.02 Letter of Credit. As an alternative to the performance bond required by
2783 Section 24.01, at City's option, Contractor may deposit with City an irrevocable letter of
2784 credit in an amount as set forth in Section 24.01. If allowed, the letter of credit must be
2785 issued by an FDIC insured banking institution chartered to business in the state of
2786 California, in the City's name, be callable at the discretion of the City and be in a form
2787 acceptable to the City Attorney. Nothing in this Section shall, in any way, obligate the
2788 City to accept a letter of credit in lieu of the performance bond.

2789 **ARTICLE 25. Insurance**

2790 25.01 Insurance Policies. Contractor shall secure and maintain throughout the
2791 term of this Contract insurance against claims for injuries to persons or damages to
2792 property which may arise from or in connection with Contractor's performance of work
2793 or services under this Contract. Contractor's performance of work or services shall
2794 include performance by Contractor's employees, agents, representatives and
2795 subcontractors.

2796 25.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least
2797 this broad:

2798 25.01.1.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96)
2799 covering Comprehensive General Liability and Insurance Services Office Form No. GL
2800 0404 covering Broad Form Comprehensive General Liability; or Insurance Services
2801 Office Commercial General Liability coverage ("occurrence" form CG 0001), including X,
2802 C, U where applicable.

2803 25.01.1.2 Insurance Services Office Form No. CA 0001 (Ed. 10/13)
2804 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and
2805 endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9
2806 "non-owned autos".

2807 25.01.1.3 Workers' Compensation insurance as required by the
2808 California Labor Code and Employers Liability Insurance.

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2809 25.01.1.4 Pollution Liability Insurance.

2810 25.02 Minimum Limits of Insurance. Contractor shall maintain insurance limits no
2811 less than:

2812 25.02.1 Commercial General Liability: \$5,000,000 combined single limit
2813 per occurrence for bodily injury, personal injury and property damage. If Commercial
2814 General Liability insurance with a general aggregate limit is used, either the general
2815 aggregate limit shall apply separately to this Contract or the general aggregate limit shall
2816 be \$10,000,000.

2817 25.02.2 Automobile Liability: \$5,000,000 combined single limit per
2818 accident for bodily injury and property damage.

2819 25.02.3 Workers' Compensation and Employers Liability: Workers'
2820 Compensation limits as required by the California Labor Code and Employers Liability
2821 limits of \$3,000,000 per accident.

2822 25.02.4 Pollution Liability: \$10,000,000 per occurrence.

2823 25.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured
2824 retention must be declared to, and approved by, City. At the option of City, either; the
2825 insurer shall reduce or eliminate such deductibles or self-insured retention as respects
2826 City, its officers, employees, agents, contractors and volunteers; or Contractor shall
2827 procure a bond guaranteeing payment of losses and related investigations, claim
2828 administration and defense expenses in an amount specified by City's Risk Manager.

2829 25.04 Endorsements. The policies are to contain, or be endorsed to contain, the
2830 following provisions:

2831 25.04.1 General Liability and Automobile Liability Coverage.

2832 25.04.1.1 The endorsement must name the City, its officers,
2833 employees, agents, contractors and volunteers as additional insureds as respects:
2834 liability arising out of activities performed by, or on behalf of, Contractor; products and
2835 completed operations of Contractor; premises owned, leased or used by Contractor; and
2836 automobiles owned, leased, hired or borrowed by Contractor. The coverage shall
2837 contain no special limitations on the scope of protection afforded to City, its officers,
2838 employees, agents, contractors and volunteers.

2839 25.04.1.2 The endorsement must state that Contractor's insurance
2840 coverage shall be primary insurance as respects City, its officers, employees, agents,
2841 contractors and volunteers. Any insurance or self-insurance maintained by City, its
2842 officers, employees, agents or contractors shall be in excess of Contractor's insurance
2843 and shall not contribute with it.

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2844 25.04.1.3 Any failure to comply with reporting provisions of the
2845 policies shall not affect coverage provided to City, officers, employees, agents,
2846 contractors and volunteers.

2847 25.04.1.4 Coverage shall state that Contractor's insurance shall
2848 apply separately to each insured against whom claim is made or suit is brought, except
2849 with respect to the limits of the insurer's liability.

2850 25.04.1.5 The Automobile Liability policy shall be endorsed to
2851 delete the Pollution and/or the Asbestos exclusion, if applicable, and add the Motor
2852 Carrier Act endorsement (MCS-90) TL 1005, TL1007.

2853 25.04.2 All Coverage. Each insurance policy required by this Contract
2854 (other than workers' compensation) shall be endorsed to state that coverage shall not
2855 be canceled, or materially changed or reduced in limits except after thirty (30) calendar
2856 days prior written notice has been given to City.

2857 25.05 Acceptability of Insurers. Insurance is to be placed with insurers rate A-VIII
2858 (or higher) by A.M. Best.

2859 25.06 Verification of Coverage. Contractor shall furnish City with certificates of
2860 insurance and with original endorsements affecting coverage required by this Contract.
2861 The certificates and endorsement for each insurance policy are to be signed by a person
2862 authorized by that insurer to bind coverage on its behalf. Contractor shall furnish City
2863 with a new certificate of insurance and endorsements on each renewal of coverage or
2864 change of insurers.

2865 25.07 Proof of Insurance. Proof of insurance shall be mailed as set forth in Article
2866 43.

2867 25.08 Subcontractors. Contractor shall include all subcontractors as insureds
2868 under its policies or shall obtain separate certificates and endorsements for each
2869 subcontractor.

2870 25.09 Modification of Insurance Requirements. The insurance requirements
2871 provided in this Contract may be modified or waived by City, in writing, upon the request
2872 of Contractor if the City determines such modification or waiver is in the best interest of
2873 City considering all relevant factors, including exposure to City.

2874 25.10 Rights of Subrogation. All required insurance policies shall preclude any
2875 underwriter's rights of recovery or subrogation against City with the express intention of
2876 the parties being that the required insurance coverage protects both parties as the
2877 primary coverage for any and all losses covered by the above-described insurance.
2878 Contractor shall ensure that any companies issuing insurance to cover the requirements
2879 contained in this Contract agree that they shall have no recourse against City for
2880 payment or assessments in any form on any policy of insurance. The clauses 'Other

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2881 Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit'
2882 as it appears in any policy of insurance in which City is named as an additional insured
2883 shall not apply to City.

2884 **ARTICLE 26. Indemnification**

2885 26.01 Indemnification. Contractor shall indemnify and hold harmless City, City's
2886 contractors, and the public officials, officers, directors, employees, agents, volunteers
2887 and other contractors of each of them (collectively, "Idemnitees"), from and against any
2888 and all claims, costs, the cost of remediation and cost-recoveries pursuant to CERCLA,
2889 losses and damages (including but not limited to all fees and charges of engineers,
2890 architects, attorneys and other professionals as well as all Court or other dispute
2891 resolution costs), liabilities, expenditures or causes of action of any kind (including
2892 negligent, reckless, willful or intentional acts or omissions of the Contractor, any
2893 subcontractor, any supplier, any person or organization directly or indirectly employed
2894 by any of them to perform or furnish any services or anyone for whose acts any of them
2895 may be liable), arising from, relative to or caused by the performance of the services.
2896 This indemnity includes but is not limited to claims attributable to bodily injury, sickness,
2897 disease or death and to injury or destruction of tangible property. Contractor agrees, at
2898 Contractor's expense, after written notice from the City, to defend any action against the
2899 City that falls within the scope of this indemnity, or the City, at the City's option, may elect
2900 not to tender such defense and may elect instead to secure its own attorneys to defend
2901 any such action and the reasonable costs and expenses of such attorneys incurred in
2902 defending such action shall be payable by Contractor. Additionally, if Contractor, after
2903 receipt of written notice from the City, fails to make any payment due under this Contract
2904 to the City, Contractor shall pay any reasonable attorneys' fees or costs incurred by the
2905 City in securing any such payment from Contractor. Payment of any amount due
2906 pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor
2907 from the City that such amount is due, be made by Contractor prior to the City being
2908 required to pay same, or in the alternative, the City, at the City's option, may make
2909 payment of an amount so due and Contractor shall promptly reimburse the City for same,
2910 together with interest thereon at the rate of twelve percent (12%) per annum simple
2911 interest from the date of receipt by Contractor of written notice from the City that such
2912 payment is due.

2913 26.02 Hazardous Materials Indemnification. Contractor shall indemnify, defend
2914 with counsel selected by City, protect and hold harmless the City, City's contractors, and
2915 the public officials, officers, directors, employees, agents, volunteers and other
2916 contractors of each of them (collectively, "Idemnitees") from and against all claims,
2917 damages (including but not limited to special, consequential, natural resources and
2918 punitive damages), injuries, costs, (including without limit any and all response,
2919 remediation, removal, closure, and post-closure costs), losses, demands, debts, liens,

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liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (Collectively, "damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the acts of omission of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, response or removal action, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Materials and/or Household Hazardous Waste (Collectively, "Waste") at any places where Contractor Transfers, Transports, Processes, stores or Disposes of City Solid Waste, or other waste Collected under this contract, irrespective of whether the concentrations of any Waste are material, whether the concentrations exceed state or federal maximum contaminant or action levels, or whether any government agency has issued a clean-up order. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. Contractor at its own expense, agrees to defend, with counsel of the City's choosing, any claims for Damages asserted against City that would, in whole or in part, be covered by the indemnity obligations irrespective of whether such claims have merit. Contractor's obligation under this indemnification provision will survive any termination of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act. CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from liability. This provision is in addition to all other provisions in this contract and is intended to survive the end of the term of this contract. Nothing in this paragraph shall prevent the Contractor from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the Contractor, or the indemnitees. As appropriate, the parent company should provide the guarantees necessary to meet this provision.

26.03 Indemnification for Failure to Meet AB 939 Goals. Contractor agrees to protect and defend City with counsel selected by Contractor and approved by City, to pay all attorneys' fees, and to indemnify and hold City harmless from and against all fines or penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the City with respect to the Materials Collected by Contractor and if the lack in meeting such goals are attributable to the failure of the Contractor to implement

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2959 and operate the recycling or diversion programs or undertake the related activities
2960 required by this Contract.

2961 26.04 Consideration. It is specifically understood and agreed that the
2962 consideration inuring to the Contractor for the execution of this Contract consists of the
2963 promises, payments, covenants, rights and responsibilities contained in this Contract.

2964 26.05 Obligation. The execution of this Contract by the Contractor shall obligate
2965 the Contractor to comply with the foregoing indemnification provision; however, the
2966 collateral obligation of providing insurance must also be complied with as set forth in
2967 Article 25 above.

2968 26.06 Subcontractors. The Contractor shall require all subcontractors to enter into
2969 a contract containing the provisions set forth in the preceding subsection in which the
2970 subcontractor fully indemnifies the City in accordance with this Contract.

2971 26.07 Exception. Notwithstanding Sections 26. 01, 26. 02 and 26. 03,
2972 Contractor's obligation to indemnify, hold harmless and defend City, its officers and
2973 employees shall not extend to any loss, liability, penalty, damage, action or suit resulting
2974 from the sole negligence or willful misconduct of the City its officers or employees.

2975 26.08 Damage by Contractor. If Contractor's employees or subcontractors cause
2976 any injury, damage, or loss to City property, including but not limited to City streets or
2977 curbs, Contractor shall reimburse City for City's cost of repairing such injury, damage or
2978 loss. Such reimbursement is not in derogation of any right of City to be indemnified by
2979 Contractor for any such injury, damage, or loss. With the prior written approval of City,
2980 Contractor may repair the damage at Contractor's sole cost and expense.

2981 **ARTICLE 27. Default of Contract**

2982 27.01 Termination. The City may not cancel this Contract, except as otherwise
2983 provided below in this section, by giving the Contractor thirty (30) calendar days advance
2984 written notice, to be served as provided in Article 43 and Contractor shall continue to
2985 provide service until such time as the City has in place a new service provider and they
2986 are ready to take over all of the services required in this contract, upon the happening
2987 of any one of the following events.

2988 27.01.1 The Contractor shall take the benefit of any present or future
2989 insolvency statute, or shall make a general assignment for the benefit of creditors, or file
2990 a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement
2991 for its reorganization or the readjustment of its indebtedness under the Federal
2992 bankruptcy laws or under any other law or statute of the United States or any state
2993 thereof, or consent to the appointment of a receiver, trustee or liquidator of all or
2994 substantially all of its property; or

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2995 27.01.2 By order or decree of a Court, the Contractor shall be adjudged
2996 bankrupt or an order shall be made approving a petition filed by any of its creditors or by
2997 any of the stockholders of the Contractor, seeking its reorganization or the readjustment
2998 of its indebtedness under the Federal bankruptcy laws or under any law or statute of the
2999 United States or of any state thereof, provided that if any such judgment or order is
3000 stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of
3001 default shall be and become null, void and of no effect; unless such stayed judgment or
3002 order is reinstated in which case, said default shall be deemed immediate; or

3003 By, or pursuant to, or under the authority of any legislative act, resolution
3004 or rule or any order or decree of any Court or governmental board, agency or officer
3005 having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all
3006 or substantially all of the property of the Contractor, and such possession or control shall
3007 continue in effect for a period of sixty (60) calendar days; or

3008 27.02 The Contractor has defaulted, by failing or refusing to pay in a timely manner
3009 the administrative charges or other monies due the City and said default is not cured
3010 within thirty (30) calendar days of receipt of written notice by City to do so; or

3011 27.02.1 The Contractor has defaulted by allowing any final judgment for the
3012 payment of money to stand against it unsatisfied and said default is not cured within
3013 thirty (30) calendar days of receipt of written notice by City to do so; or

3014 27.02.2 In the event that the monies due the City under Section 27.01.4
3015 above or an unsatisfied final judgment under Section 27.01.5 above is the subject of a
3016 judicial proceeding, the Contractor shall not be in default if the sum of money is bonded.
3017 All bonds shall be in the form acceptable to the City Attorney; or

3018 27.02.3 The Contractor has defaulted, by failing or refusing to perform or
3019 observe the terms, conditions or covenants in this Contract or any of the rules and
3020 regulations promulgated by the City pursuant thereto or has wrongfully failed or refused
3021 to comply with the instructions of the Contract Administrator relative thereto and said
3022 default is not cured within thirty (30) calendar days of receipt of written notice by the City
3023 to do so, or if by reason of the nature of such default, the same cannot be remedied
3024 within thirty (30) calendar days following receipt by the Contractor of written demand
3025 from the City to do so, the Contractor fails to commence the remedy of such default
3026 within said thirty (30) calendar days following such written notice or having so
3027 commenced shall fail thereafter to continue with diligence the curing thereof (with the
3028 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured
3029 within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said
3030 default, and such default will be cured within a reasonable period of time). However,
3031 notwithstanding anything contained herein to the contrary, for the failure of the
3032 Contractor to provide Collection Services for a period of three (3) consecutive Work

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3033 Days, the City may secure the Contractor's records on the fourth (4th) Work Day in order
3034 to provide interim Collection services until such time as the matter is resolved and the
3035 Contractor is again able to perform pursuant to this Contract; provided, however, if the
3036 Contractor is unable for any reason or cause to resume performance at the end of thirty
3037 (30) calendar days all liability of the City under this Contract to the Contractor shall cease
3038 and this Contract may be deemed terminated by the City.

3039 27.03 Violations. Notwithstanding the foregoing and as supplemental and
3040 additional means of termination of this Contract under this article, in the event that the
3041 Contractor's record of performance show that the Contractor has frequently, regularly or
3042 repetitively defaulted in the performance of any of the covenants and conditions required
3043 herein to be kept and performed by the Contractor, in the opinion of the City and
3044 regardless of whether the Contractor has corrected each individual condition of default,
3045 the Contractor shall be deemed a "habitual violator", shall be deemed to have waived
3046 the right to any further notice or grace period to correct, and all of said defaults shall be
3047 considered cumulative and collectively shall constitute a condition of irredeemable
3048 default. The City shall thereupon issue the Contractor a final warning citing the
3049 circumstances therefore, and any single default by the Contractor of whatever nature,
3050 subsequent to the occurrence of the last of said cumulative defaults, shall be grounds
3051 for immediate termination of the Contract. In the event of any such subsequent default,
3052 the City may terminate this Contract upon giving of written final notice to the Contractor,
3053 such cancellation to be effective upon the date specified in the City's written notice to
3054 the Contractor, and all contractual fees due hereunder plus any and all charges and
3055 interest shall be payable to said date, and the Contractor shall have no further rights
3056 hereunder. Immediately upon the specified date in such final notice the Contractor shall
3057 proceed to cease any further performance under this Contract.

3058 27.04 Effective Date. In the event of the aforesaid events specified above, and
3059 except as otherwise provided in said subsections, termination shall be effective upon
3060 the date specified in the City's written notice to the Contractor and upon said date this
3061 Contract shall be deemed immediately terminated and upon such termination all liability
3062 of the City under this Contract to the Contractor shall cease, and the City shall have the
3063 right to call the performance bond and shall be free to negotiate with other contractors
3064 for the operation of the herein specified services. The Contractor for failure to perform
3065 shall reimburse the City all direct and indirect costs of providing interim Collection
3066 Services.

3067 27.05 Immediate Termination. City may terminate this Contract immediately upon
3068 written notice to Contractor in the event Contractor fails to provide and maintain the
3069 performance bond as required by this Contract, Contractor fails to obtain or maintain
3070 insurance policies endorsements as required by this Contract, Contractor fails to provide
3071 the proof of insurance as required by this Contract, or Contractor offers or gives any gift

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3072 prohibited by City Municipal Code. In the event of Immediate Termination, Contractor
3073 shall continue to provide service until such time as the City has in place a new service
3074 provider and they are ready to take over all of the services required in this contract, upon
3075 the happening of any one of the following events

3076 27.06 Termination Cumulative. City's right to terminate this Contract is cumulative
3077 to any other rights and remedies provided by law or by this Contract.

3078 **ARTICLE 28. Modifications to the Contract**

3079 28.01 Modifications. The City shall have the power to make changes in this
3080 Contract as the result of changes in law, changes in the City of Rancho Cordova
3081 Municipal Code, or both, to impose new rules and regulations on the Contractor under
3082 this Contract relative to the scope and methods of providing Collection Services as shall
3083 from time-to-time be necessary and desirable for the public welfare. The City shall give
3084 the Contractor notice of any proposed change and an opportunity to be heard
3085 concerning those matters. The scope and method of providing Collection Services as
3086 referenced herein shall also be liberally construed to include, but is not limited to the
3087 manner, procedures, operations and obligations, financial or otherwise, of the
3088 Contractor.

3089 28.02 Change in Law. The City and the Contractor understand and agree that the
3090 California Legislature has the authority to make comprehensive changes in Solid Waste
3091 Management legislation and that these and other changes in law in the future which
3092 mandate certain actions or programs for counties or municipalities may require changes
3093 or modifications in some of the terms, conditions or obligations under this Contract. The
3094 Contractor agrees that the terms and provisions of the City of Rancho Cordova Code,
3095 as it now exists or as it may be amended in the future, shall apply to all of the provisions
3096 of this Contract and the Service Recipients of the Contractor located within the Service
3097 Area. In the event any future change in the City Code or change or enactment of existing
3098 or newly mandated State or local legislation, policy or regulations materially alters the
3099 obligations of the Contractor, then the affected service rates, as established in **Exhibit**
3100 **1** of this Contract shall be adjusted. Nothing contained in this Contract shall require any
3101 party to perform any act or function contrary to law. The City and Contractor agree to
3102 enter into good faith negotiations regarding modifications to this Contract which may be
3103 required in order to implement changes in the interest of the public welfare or due to
3104 change in law. When such modifications are made to this Contract, the City and the
3105 Contractor shall negotiate in good faith, a reasonable and appropriate compensation
3106 adjustment for any increase or decrease in the services or other obligations required of
3107 the Contractor due to any modification in the Contract under this article. The City and
3108 the Contractor shall not unreasonably withhold agreement to such compensation
3109 adjustment. Contractor acknowledges and agrees that the provision of this section does
3110 not apply to changes in governmental fees unless such change is enacted by an agency

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3111 of the Federal government, or the State of California and the change applies to all
3112 disposal or processing facilities in the State of California, or such change is proposed
3113 and requested by the City. Except for those changes proposed and requested by the
3114 City, changes to governmental fees or new governmental fees enacted by a local
3115 government that apply only to the disposal or processing facilities within the jurisdiction
3116 of that local government are specifically excluded from this section of the Contract and
3117 the Collection Service rates set forth in the Contract shall not be adjusted to account for
3118 those fees.

3119 28.03 Initiative and Technology Changes. City may direct Contractor or Contractor
3120 may propose to City to perform additional services (including new diversion programs,
3121 additional public education activities, etc.), eliminate programs, or modify the manner in
3122 which it performs existing services. Pilot programs and innovative services, which may
3123 entail new Collection methods, targeted routing, different kinds of services, different
3124 types of Collection vehicles, and/or new requirements for Customers are included
3125 among the kinds of changes which City may direct or Contractor may propose.
3126 Contractor shall be entitled to an adjustment in its compensation for providing such
3127 additional or modified services but not for the preparation of its proposal to perform such
3128 services.

3129 28.04 Service Proposal. Within thirty (30) calendar days of receipt of a request for
3130 a service change from City or in the event Contractor is proposing a service change,
3131 Contractor shall submit a proposal to provide such service. At a minimum, the proposal
3132 shall contain a complete description of the following:

3133 28.04.1 Program objectives and goals to be used in measuring the success
3134 of the program as discussed in Section 28.07 below;

3135 28.04.2 Collection methodology to be employed (equipment, manpower,
3136 etc.);

3137 28.04.3 Equipment to be utilized (vehicle number, types, capacity, age,
3138 etc.);

3139 28.04.4 Labor requirements (number of employees by classification);

3140 28.04.5 Type of Carts or Bins to be utilized;

3141 28.04.6 Provision for program publicity, education, and marketing; and

3142 28.04.7 Five (5) year projection of the financial results of the program's
3143 operations in an operating statement format including documentation of the key
3144 assumptions underlying the projections and the support for those assumptions, giving
3145 full effect to the savings or costs to existing services.

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3146 28.05 Incremental Costs. In the event the change(s) in service results in an
3147 incremental cost increase over the life of the Contract, Contractor will be responsible for
3148 the first ten thousand dollars (\$10,000) of such increase in the aggregate. To the extent
3149 costs are projected to exceed ten thousand dollars (\$10,000), City and Contractor shall
3150 agree on the amount of additional costs to be reimbursed to Contractor prior to the
3151 initiation of the service change.

3152 28.06 Other Contractors. Contractor acknowledges and agrees that City may
3153 permit other contractors or companies besides Contractor to provide additional
3154 Collection Services and such other services not otherwise contemplated by this Contract
3155 if Contractor and City cannot agree on terms and conditions, including compensation
3156 adjustments, of such services in one hundred twenty (120) calendar days from the date
3157 when City first requests a proposal from Contractor to perform such services.

3158 28.07 Monitoring and Evaluation. At City's request, Contractor shall meet with City
3159 to describe the progress of each new program and other service issues. At each
3160 meeting, City and Contractor shall have the opportunity to discuss revisions to the
3161 program. If applicable, Contractor shall document the results of the new programs on a
3162 monthly basis, including at a minimum the tonnage diverted by material type, the end
3163 use or processor of the diverted materials and the cost per ton for transporting and
3164 processing each type of material and other such information requested by Contractor
3165 and/or City necessary to evaluate the performance of each program.

3166 28.08 Termination for Cause. City shall have the right to terminate a program or
3167 assign the program to a third party for cause at no cost to City or Service Recipients if
3168 Contractor is not achieving the programs agreed to and defined goals and objectives.
3169 Prior to such termination or assignment, City shall meet and confer with Contractor for
3170 a period of up to ninety (90) calendar days to resolve City's concerns. Thereafter, City
3171 may terminate the program or utilize a third party to perform these services if City
3172 reasonably believes Contractor cannot meet or is not meeting the agreed to and defined
3173 project goals and objectives. Notwithstanding these changes, Contractor shall continue
3174 the program during the ninety (90) day period and, in the event City elects to utilize a
3175 third party to continue the program, thereafter until the third party takes over the
3176 program.

3177 28.09 Termination without Cause. City shall also have the right to terminate a
3178 program without cause. As a condition of the termination, City shall reimburse Contractor
3179 for all costs incurred for implementation and performance of the program that were
3180 identified in the program proposal prepared and submitted by Contractor and agreed to
3181 by City which will have not been funded or otherwise recovered through program
3182 compensation at the time the program is terminated.

Residential Solid Waste Services and Street Sweeping Contract

3183 28.10 Rate Adjustment at Termination. In the event a program is terminated as set
3184 forth in Sections 28.08 or 28.09 above, Contractor shall adjust all Customer rates to
3185 remove the component of the rate used to fund the program. The rates shall be adjusted
3186 as of the Effective Date of the termination of the program.

3187 **ARTICLE 29. Legal Representation**

3188 29.01 Acknowledgement. It is acknowledged that each party was, or had the
3189 opportunity to be, represented by counsel in the preparation of and contributed equally
3190 to the terms and conditions of this Contract and, accordingly, the rule that a contract
3191 shall be interpreted strictly against the party preparing the same shall not apply herein
3192 due to the joint contributions of both parties.

3193 **ARTICLE 30. Financial Interest**

3194 30.01 Representation. Contractor warrants and represents that no elected official,
3195 officer, agent or employee of the City has a financial interest, directly or indirectly, in this
3196 Contract or the compensation to be paid under it and, further, that no City employee who
3197 acts in the City as a "purchasing agent" as defined in the appropriate Section of
3198 California Statutes, nor any elected or appointed officer of the City, nor any spouse or
3199 child of such purchasing agent, employee or elected or appointed officer, is a partner,
3200 officer, director or proprietor of the Contractor and, further, that no such City employee,
3201 purchasing agent, City elected or appointed officer, or the spouse or child of any of them,
3202 alone or in combination, has a material interest in the Contractor. Material interest means
3203 direct or indirect ownership of three percent (3%) or more of the total assets or capital
3204 stock of the Contractor.

3205 **ARTICLE 31. Contractor's Personnel**

3206 31.01 Personnel Requirements. The Contractor shall employ and assign qualified
3207 personnel to perform all services set forth herein. The Contractor shall be responsible
3208 for ensuring that its employees comply with all Applicable Laws and regulations and
3209 meet all federal, state and local requirements related to their employment and position.

3210 31.02 The City may request the transfer of any employee of the Contractor who
3211 materially violates any provision hereof, or who is wanton, negligent, or discourteous in
3212 the performance of his duties.

3213 31.03 Contractor's field operations personnel shall be required to wear a clean
3214 uniform shirt bearing the Contractor's name. Contractor's employees, who normally
3215 come into direct contact with the public, including drivers, shall bear some means of
3216 individual photographic identification such as a name tag or identification card.

Residential Solid Waste Services and Street Sweeping Contract

3217 31.04 Each driver of a Collection vehicle shall at all times carry a valid California
3218 driver's license and all other required licenses for the type of vehicle that is being
3219 operated.

3220 31.05 Each driver of a Collection vehicle shall at all times comply with all applicable
3221 state and federal laws, regulations and requirements.

3222 31.06 Contractor's employees, officers, and agents shall at no time be allowed to
3223 identify themselves or in any way represent themselves as being employees of the City.

3224 31.07 The Contractor's name and the Customer Service telephone number shall
3225 be properly displayed on all Collection vehicles.

3226 31.08 Displaced Employees. Contractor shall offer employment to all qualified
3227 displaced employees of the City's franchisee from the prior Exclusive Solid Waste
3228 Franchise Agreement. Contractors must retain these displaced employees for a period
3229 of not less than 90 days, as provided for in Chapter 4.6, Sections 1070 through 1076 of
3230 the California Labor Code. Contractor shall make information about wage rates, benefits
3231 and job classifications of employees available to the City prior to any subsequent
3232 procurement for solid waste collection.

3233 **ARTICLE 32.Exempt Waste**

3234 32.01 The Contractor shall not be required to Collect or dispose of Exempt Waste,
3235 but may offer such services. All such Collection and disposal of Exempt Waste is not
3236 regulated under this Contract, but if provided by the Contractor shall be in strict
3237 compliance with all federal, state and local laws and regulations. If Contractor decides,
3238 at its sole discretion, to offer such services, said services are outside the scope of this
3239 Contract and at the sole risk of the Contractor.

3240 **ARTICLE 33. Independent Contractor**

3241 33.01 In the performance of services pursuant to this Contract, Contractor shall be
3242 an independent contractor and not an officer, agent, servant or employee of City.
3243 Contractor shall have exclusive control of the details of the services and work performed
3244 and over all persons performing such services and work. Contractor shall be solely
3245 responsible for the acts and omissions of its officers, agents, employees, contractors
3246 and subcontractors, if any. Neither Contractor nor its officers, employees, agents,
3247 contractors or subcontractors shall obtain any right to retirement benefits, Workers
3248 Compensation benefits, or any other benefits which accrued to City employees and
3249 Contractor expressly waives any claim it may have or acquire to such benefits.

Residential Solid Waste Services and Street Sweeping Contract

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ARTICLE 34. Laws to Govern

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34.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of City and Contractor under this Contract and shall govern the interpretation of this Contract.

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ARTICLE 35. Consent to Jurisdiction

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

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ARTICLE 36. Assignment

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36.01 No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have sole discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Contract made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Contract and immediately terminate this Contract by giving written notice to the Contractor, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the City under this Contract to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor. Upon notification to the City, Contractor shall provide to the City a payment of \$150,000 for the city to perform its due diligence related to the requested Assignment.

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36.02 The use of a subcontractor to perform services under this Contract shall not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. Contractor shall be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor shall be the sole responsibility of Contractor. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in the Contractor's Proposal **Exhibit 6**, which is attached to and incorporated in this Contract, are hereby approved by the City.

Residential Solid Waste Services and Street Sweeping Contract**ARTICLE 37. Compliance with Laws**

37.01 In the performance of this Contract, Contractor shall comply with all Applicable Laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Rancho Cordova Municipal Code.

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

ARTICLE 38. Permits and Licenses

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

ARTICLE 39. Ownership of Written Materials

39.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor in connection with the services to be performed under this Contract, whether developed directly or indirectly by City or Contractor shall be and shall remain the property of City without limitation or restrictions on the use of such materials by City. Contractor shall not use such materials in connection with any project not connected with this Contract without the prior written consent of the Contract Administrator. This Article 39 does not apply to ideas or concepts described in such materials and do not apply to the format of such materials.

ARTICLE 40. Waiver

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

Residential Solid Waste Services and Street Sweeping Contract

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ARTICLE 41. Prohibition Against Gifts

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

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ARTICLE 42. Point of Contact

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42.01 The day-to-day dealings between the Contractor and the City shall be between the Contractor and the Contract Administrator.

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ARTICLE 43. Notices

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

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As to the City:

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Contract Administrator
Albert Stricker
Public Works Director
2729 Prospect Park Drive
Rancho Cordova, California 95670
Telephone: (916) 851-8700
E-Mail: astricker@cityofranhocordova.org

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As to the Contractor:
Dave Sikich
Chief Executive Officer
3035 Prospect Park Drive, Suite 40
Rancho Cordova, CA 95670
Telephone: (916) 455-2800
E-Mail: dave@atlasdisposal.com

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

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43.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint may be given to Contractor orally by telephone at Contractor's

Residential Solid Waste Services and Street Sweeping Contract

3354 local office with confirmation sent to Contractor through the Customer Service System
3355 by the end of the Work Day.

3356 **ARTICLE 44. Transition to Next Contractor**

3357 44.01 In the event Contractor is not awarded a Contract to continue to provide
3358 Collection Services following the expiration or early termination of this Contract,
3359 Contractor shall cooperate fully with City and any subsequent contractors to assure a
3360 smooth transition of services described in this Contract. Such cooperation shall include
3361 but not be limited to transfer of computer data, files and tapes; providing routing
3362 information, route maps, vehicle fleet information, and list of Service Recipients;
3363 providing a complete inventory of all carts and bins; providing adequate labor and
3364 equipment to complete performance of all Collection Services required under this
3365 Contract; taking all actions necessary to transfer ownership of carts and bins, as
3366 appropriate, to City; including transporting such containers to a location designated by
3367 the Contract Administrator; coordinating Collection of materials set out in new containers
3368 if new containers are provided for a subsequent Contract and providing other reports
3369 and data required by this Contract.

3370 **ARTICLE 45. Contractor's Records**

3371 45.01 Contractor shall maintain any and all letters, books of account, invoices,
3372 vouchers, canceled checks, and other records or documents evidencing or relating to
3373 charges for services or expenditures and disbursements charged to Service Recipients
3374 for a minimum period of three (3) years, or for any longer period required by law, from
3375 the date of final payment to Contractor pursuant to this Contract.

3376 45.02 Contractor shall maintain all documents and records which demonstrate
3377 performance under this Contract for a minimum period of three (3) years, or for any
3378 longer period required by law, from the date of termination or completion of this Contract.

3379 45.03 Any records or documents required to be maintained pursuant to this
3380 Contract shall be made available for inspection or audit, at any time during regular
3381 business hours, upon written request by the Contract Administrator, the City Attorney,
3382 City Auditor, City Manager, or a designated representative of any of these officers.
3383 Copies of such documents shall be provided to City for inspection at the City offices
3384 when it is practical to do so. Otherwise, unless an alternative site is mutually agreed
3385 upon, the records shall be available at Contractor's address indicated for receipt of
3386 notices in this Contract.

3387 45.04 Where City has reason to believe that such records or documents may be
3388 lost or discarded due to the dissolution, disbandment or termination of Contractor's
3389 business, City may, by written request or demand of any of the above named officers,
3390 require that custody of the records be given to City and that the records and documents

Residential Solid Waste Services and Street Sweeping Contract

3391 be maintained in City Hall. Access to such records and documents shall be granted to
3392 any party authorized by Contractor, Contractor's representatives, or Contractor's
3393 successor-in-interest.

3394 **ARTICLE 46. Entire Contract**

3395 46.01 This Contract and the Exhibits attached hereto constitute the entire Contract
3396 and understanding between the parties hereto, and it shall not be considered modified,
3397 altered, changed or amended in any respect unless in writing and signed by the parties
3398 hereto. Any prior oral or written discussions, communications, or understandings
3399 between the parties shall be of no legal effect unless specifically incorporated in this
3400 written Contract and/or the addendums thereto.

3401 **ARTICLE 47. Severability**

3402 47.01 If any provision of this Contract or the application of it to any person or
3403 situation shall to any extent be held invalid or unenforceable, the remainder of this
3404 Contract and the application of such provisions to persons or situations other than those
3405 as to which it shall have been held invalid or unenforceable, shall not be affected, shall
3406 continue in full force and effect, and shall be enforced to the fullest extent permitted by
3407 law.

3408 **ARTICLE 48. Right to Require Performance**

3409 48.01 The failure of the City at any time to require performance by the Contractor
3410 of any provision hereof shall in no way affect the right of the City thereafter to enforce
3411 same. Nor shall waiver by the City of any breach of any provision hereof be taken or
3412 held to be a waiver of any succeeding breach of such provision or as a waiver of any
3413 provision itself.

3414 **ARTICLE 49. All Prior Contracts Superseded**

3415 49.01 This document incorporates and includes all prior negotiations,
3416 correspondence, conversations, Contracts and understandings applicable to the matters
3417 contained in this Contract and the parties agree that there are no commitments,
3418 Contracts or understandings concerning the subject matter of this Contract that are not
3419 contained in this document. Accordingly, it is agreed that no deviation from the terms of
3420 this Contract shall be predicated upon any prior representations or Contracts, whether
3421 oral or written.

3422 **ARTICLE 50. Headings**

3423 50.01 Headings in this document are for convenience of reference only and are
3424 not to be considered in any interpretation of this Contract.

Residential Solid Waste Services and Street Sweeping Contract

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ARTICLE 51. Exhibits

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

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ARTICLE 52. Effective Date

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52.01 This Contract shall become effective at such time as it is properly executed by the City and the Contractor and the Contractor shall begin Collection Services, as covered herein, as of January 1, 2025.

Residential Solid Waste Services and Street Sweeping Contract

3434 IN WITNESS WHEREOF, the City and the Contractor have executed this Contract
3435 on the respective date(s) below each signature.

3436 **CITY OF RANCHO CORDOVA**

CONTRACTOR

3437 A Municipal Corporation

3438

3439 By: _____

By: _____

3440 Micah Runner, City Manager

Dave Sikich, Chief Executive Officer

3441 City of Rancho Cordova

Atlas Disposal LLC

3442

3443 ATTEST: _____

3444 Stacy Leitner, City Clerk

3445 City of Rancho Cordova

3446

3447 APPROVED AS TO FORM

3448

3449 By: _____

3450 Adam Lindgren, City Attorney

3451 City of Rancho Cordova

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Exhibit 1

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City of Rancho Cordova, CA

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Monthly Base Service Rates

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Residential Solid Waste Services and Street Sweeping ContractForm K (continued)
SERVICE RATES PROPOSAL

Base Rates are using the current carts,
Kiefer Landfill, and three large item pick-ups

	7/1/2024 Rates Republic	BASE PROPOSAL Option 1 Kiefer Landfill	Option 2 Alternate Landfill (optional)	Option 3 New Carts	Option 4 Two Large Item Collections	Service Alternative
Desired Landfill		Kiefer				
32-gallon trash can	\$28.95	\$ 31.54				
64-gallon trash can	\$34.47	\$ 37.79				
96-gallon trash can	\$45.91	\$ 50.72				
Street Sweeping	\$1.09	\$ 1.53				
Additional large item/yard (over 10 yards)	\$11.34	\$ 12.81				
Late set-out trash per cart (same day)	\$7.34	\$ 8.29				
Late set-out trash per cart (next day)	\$12.45	\$ 14.07				
Late set-out recycle per cart (same day)	\$6.68	\$ 7.55				
Late set out recycle per cart (next day)	\$10.38	\$ 11.73				
Late set-out green waste/cart (same day)	\$6.68	\$ 7.55				
Late set-out green waste/ cart (next day)	\$11.80	\$ 13.33				
Extra 32-gallon trash cart	\$7.89	\$ 8.92				
Extra 64-gallon trash cart	\$11.08	\$ 12.52				
Extra 96-gallon trash cart	\$15.68	\$ 17.72				
Extra recycle cart	\$2.98	\$ 3.31				
Extra green waste cart	\$5.12	\$ 5.79				
Extra cart exchange	\$33.05	\$ 37.35				
Recycle contamination charge	\$23.34	\$ 26.37				
Green waste contamination charge	\$23.34	\$ 26.37				
32-gallon cart replacement with delivery	\$78.08	\$ 88.23				
64-gallon cart replacement with delivery	\$83.35	\$ 94.19				
96-gallon cart replacement with delivery	\$88.56	\$ 100.07				

The monthly fees for residential waste collection and recycling services are dependent on the garbage can size. The monthly fees cover the following services: curbside collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public education and outreach; customer service and billing; the bulky item program and illegal dumping collection; street sweeping; and one additional free recycling or organics cart.

CITY DIRECT CHARGES		
Debris Collection Service above 2,000 yd ³ (Section 12.02.2)	\$ 160.00	Per Ton
Street Sweeping Other Associated Work (Section 17.23.1)	\$ 235.00	Per Vehicle per Hour
Emergency Services Hourly Rate (Section 19.01)	\$ 250.00	Per Vehicle per Hour

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Exhibit 2

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City of Rancho Cordova, CA

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Residential and Commercial Street Sweeping Maps

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Maps to be inserted

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Residential Solid Waste Services and Street Sweeping Contract

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Exhibit 3

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City of Rancho Cordova, CA

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City Service Units

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Address	Service	Container Size, Material & Frequency
2897 Kilgore Rd	FEL	2 4yd Garbage 2x per week 64-Gallon Organics 1x per week
2880 Gold Tailings Ct	FEL	1 4yd Garbage 2x per week 1 4yd Recyclables 1x every other week 64-Gallon Organics 1x per week
2880 Gold Tailings Ct	Debris box	Garbage on call
2729 Prospect Park Dr	FEL	1 5yd Garbage 2x per week 1 4yd Recyclables 2x per week 64-Gallon Organics 1x per week
3303 Luyung	FEL	1 4yd Garbage 1x per week 1 4yd Recyclables 1x per week
3303 Luyung	Debris box	Garbage on call
3303 Luyung	Debris box	Organics on call
Bear Hollow Reservoir	Debris box	Garbage on call
Folsom Blvd and Kilgore Folsom Blvd and Village Lane Folsom Blvd and Paseo West La Loma and Terra Loma White Rock at the pedestrian overcrossing 9719 and 9738 Lincoln Village Drive (pending)	Street cans (trash & recycling)	Varies daily to 1x per week per City direction

ITEM 20.1.**Residential Solid Waste Services and Street Sweeping Contract**

10417 Mills Tower Drive 2810 Zinfandel Drive Citrus Road and Coloma Road (pending) Croetto / Furmint Way (pending)		
10455 Investment Circle	FEL	1 4yd Garbage 1x per week 1 4yd Recyclables 1x per week 64-Gallon Organics 1x per week

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Residential Solid Waste Services and Street Sweeping Contract

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Exhibit 4

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City of Rancho Cordova, CA

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Cart Specifications

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Specifications and Performance Criteria for 32-, 64-, and 96-gal Gray, Blue and Green Carts

Volumetric Capacity	32-gal, 64-gal, and 96-gal, excluding volume resulting from a crowned lid in the closed position
Minimum Load Rating	32-gal: 100 lbs. 64-gal: 175 lbs. 96-gal: 250 lbs.
Compatibility	Compatible with commercially available fully automated lifting mechanisms that are or will be used in Rancho Cordova
Standards of Design	Designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism
Dimensions & Design	- Body of cart -- nestable for economic bulk transportation and to facilitate distribution to users - Maximum width of 31" including lid and wheels - Leak proof
Finish Surfaces	- Interior surface must be smooth with a semi- or high-gloss finish - Exterior surface must be suitable for hot stamping on lid and body - Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans
Identification & Markings	- All Carts must comply with SB 1383 color and labeling requirements. - The lid must have a suitable area to affix an appropriate label for recycling education or other information - The following must be hot-stamped on the lid: - facing street arrow - The following must be hot-stamped on the cart body: - City's logo - serial number (sequentially numbered) - production batch number and date - maximum load weight rating - cart type, per clause 4. 2. 1f of ANSI Z245. 30-99
Color	- Garbage: Gray - Recycling: Blue - Green Waste: Green
Warranty	Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners
* Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Exhibit prior to the end of the useful life of those Containers, or prior to the end of the Contract Term, whichever comes first.	

3478

Residential Solid Waste Services and Street Sweeping Contract

Exhibit 5

PERFORMANCE BOND

COLLECTION SERVICES

FOR THE

City OF RANCHO CORDOVA, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS: that

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

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

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

WHEREAS, Contractor has by written agreement dated _____, 202_, entered into a contract with the City for providing Collection Services and Street Sweeping Services, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and the Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. The Surety hereby specifically waives the provisions of Sections 2819 and 2845 of the California Civil Code.

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

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

1. Complete the Contract in accordance with its terms and conditions.
2. Obtain a bid or bids for completing the Contract in accordance with the terms and conditions, and upon determination by the Surety of the lowest

Residential Solid Waste Services and Street Sweeping Contract

3518 and most responsible bidder, or if the City elects, upon determination by
3519 the City and the Surety jointly of the lowest and most responsible bidder,
3520 arrange for a contract between such bidder and the City, and make
3521 available as work progresses (even though there should be a default or a
3522 succession of default under the contract or contracts of completion
3523 arranged under this paragraph) sufficient funds to pay the cost of
3524 completion less the balance of the contract price; but not exceeding,
3525 including costs and damages for which the Surety may be liable hereunder,
3526 the amount set forth in the first paragraph hereof. The term "balance of the
3527 contract price," as used in this paragraph, shall mean the total amount
3528 payable by the City to Contractor under the Contract and any amendments
3529 thereto, less the amount properly paid by the City to Contractor.

3530 Any suit under this bond must be instituted before the expiration date of the Contract or if
3531 extended for an additional term by the City, the expiration of the extended term.

3532 No right of action shall accrue on this bond to or for the use of any person or corporation
3533 other than the City named herein or the executor, administrator or successors of the City
3534 of Rancho Cordova, California.

3535 Signed and sealed this ____ day of _____, 202__.

3536 _____
3537 (Principal) (Seal)

3538 _____
3539 (Witness)

3540 _____
3541 (Title)

3542 _____
3543 Surety (Seal)
3544 (Name of Insurer)

3545 _____
3546 (Witness)

3547 By:

3548 _____
3549 (Attorney-in-Fact)

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Exhibit 6

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City of Rancho Cordova, CA
Contractor's Proposal

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City of Rancho Cordova
RFP Response:
Residential Solid Waste Services and Street Sweeping Services
September 15th, 2023



Section 1

Cover Letter

Executive Summary

Proposal Bond

Performance Bond

Commitment Letter

**Signed Copies of
Addenda**

Table of Contents

Cover Letter



Scott Hanin
R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, California 95661
ranhocordovaswrfp@gmail.com

Adam Stricker,
Public Works Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
astricker@cityofranhocordova.org

Request for Proposal: Residential Solid Waste Services and Street Sweeping Services Contract

Dear Scott Hanin and Adam Stricker:

I am pleased to have the opportunity to provide the City of Rancho Cordova with Atlas Disposal Industries's (Atlas) response to the City's above referenced *Request for Proposal (RFP)* for Residential Solid Waste and Street Sweeping Services.

Contact information for this submission is:

Dave Sikich, CEO
Atlas Disposal Industries, LLC
3035 Prospect Park Drive, Suite 40
Rancho Cordova, California 95670
916-455-2800
dave@atlasdisposal.com

Atlas has been serving the City of Rancho Cordova and the greater Sacramento area since 1998. The legal bidding entity which will sign the *Residential Solid Waste Services and Street Sweeping* contract is Atlas Disposal Industries, LLC.

Atlas hereby warrants, certifies, and guarantees the following:

- Atlas Disposal Industries, LLC, has examined, understands, and agrees to the *Residential Solid Waste Services and Street Sweeping* contract as provided with the *RFP* package as the *Draft Franchise Agreement*.
- The requirements of the *Draft Residential Solid Waste Services and Street Sweeping Contract* (also known as *Draft Franchise Agreement*) as described in the *RFP* document, its enclosures, and all addenda as listed below, have been thoroughly reviewed and Atlas Disposal Industries, LLC has conducted all due diligence necessary to confirm material facts upon which this proposal is based.
- Upon award of the subject contract to Atlas Disposal Industries, LLC, Atlas shall reimburse the City for the cost of this procurement, in an amount as determined by the City of Rancho Cordova.

- Atlas Disposal Industries, LLC, will not receive any additional compensation that is not included in the *Proposer's Rate Proposal Forms (Attachment 1)* for providing *Residential Solid Waste and Street Sweeping Services* in the City.
- The validity of Atlas Disposal Industries, LLC's proposal contents, including proposed service rates and pricing is valid for a period of 180 days from the date of submission of this proposal.
- Atlas Disposal Industries, LLC will enter into the *Residential Solid Waste Services and Street Sweeping Contract* with the City of Rancho Cordova if Atlas is selected as the City's collection services provider.
- Atlas Disposal Industries, LLC will provide disposal capacity for all garbage that pertains to this *Residential Solid Waste Services and Street Sweeping Contract*.
- Atlas Disposal Industries, LLC will provide Recyclable Materials Processing capacity for all recyclable material that pertains to this *Residential Solid Waste Services and Street Sweeping Contract*.
- Atlas Disposal Industries, LLC will provide Organic Material Processing capacity for all organic recyclable material that pertains to this *Residential Solid Waste Services and Street Sweeping Contract*.
- No gratuities have been or will be offered or given by Atlas Disposal Industries, LLC or any agent or representative of Atlas, to any officer or employee of the City or any participant in the selection of a Proposer to furnish the services described in the City's *RFP* documents to secure a favorable treatment regarding the evaluation scoring, and *Residential Solid Waste Services and Street Sweeping Contract* award process.
- Atlas Disposal Industries, LLC, agrees to retain the employees of the prior contractor and its subcontractors for a period of not less than ninety (90) days pursuant to *Section 1072(a)* of the *California Labor Code*.

The following items are appended to this *Cover Letter*:

1. Executive Summary
2. Proposal Bond
3. Performance Bond Commitment Letter
4. Signed copies of *Addenda* acknowledging receipt or digital acknowledgment within the bid system—*Addendum 1 dated July 24, 2023; and Addendum 2, dated August 2, 2023.*
5. Table of Contents.

We, at Atlas, look forward to discussing our offerings with the City in the pursuant post-proposal process. Please do not hesitate to contact me regarding questions or clarifications on the enclosed.

Respectfully



Dave Sikich, CEO
Atlas Disposal Industries, LLC

Executive Summary

From the start, it has been Atlas's goal to create a solid waste and recycling collection system in Rancho Cordova to serve as a model of effective collaboration, community engagement, and high diversion. Atlas has a history of reliably meeting the needs of its customers. And at the first hint of a change in its customers' needs, Atlas has innovated. Atlas has, since 1998, always had tremendous respect for doing the hard work required to be a waste services provider in Rancho Cordova, and Atlas sees much greater potential for the City in a role as its residential collection services provider. Atlas is a reliable compliance partner in all the jurisdictions it has the honor to serve and is eager to prove itself in an expanded role within the City.

Atlas Disposal

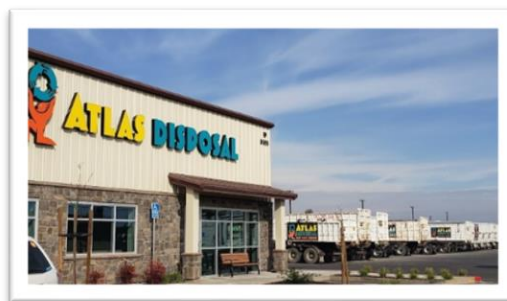
As we like to say, Atlas Disposal is large enough to meet your needs; small enough to care.

Atlas was established in March of 1998 in response to the new recycling mandates that were passed by the State of California. With an energetic team passionate about educating local businesses about their recycling potential, Atlas emerged as the fastest growing waste and recycling company in the area. In other words, Atlas's ethos is strongly attached to the waste reduction, recycling, and diversion culture that California pioneered.

Atlas offices are conveniently located near the City's offices:

Atlas Offices

3035 Prospect Park Dr Suite 40
Rancho Cordova, CA 95670
(916) 455-2800
www.atlasdisposal.com



Atlas Operations Yard

8565 Unsworth Ave.
Sacramento, CA 95826

Atlas - The local leader in CNG/RNG

ReFuel Energy Partners's fueling station was the first in North America to generate renewable natural gas for transportation fuel from organic material processed using anaerobic digestion technology. Today, ReFuel sells thousands of gallons of renewable natural gas every day. From refuse companies to load-to-load tractor trailers to local school districts and everyday passenger car owners, we service everyone. ReFuel Energy Partners is uniquely positioned to answer all questions about the long-term costs and benefits of having a natural gas fleet.

For this contract, Atlas intends to procure and deploy a fleet of brand-new alternative fuel vehicles as described in Section 4 – Technical Proposal and has secured the required delivery guarantees the City has requested.

Model Education and Outreach Program

Atlas knows that the success of this new contract and the diversion the City seeks fundamentally rests on the ability to energize residential customers to reuse and recycle. Atlas will work hand in hand with the City in the early days of the transition period to develop effective messaging and identify the exact channels and methods to deliver our message. We will calibrate the messaging in such a way that it provides just the right amount of information at the exact right time. This will eliminate unnecessary customer concern and the associated phone calls that go with it.

Atlas's holistic and dynamic *Education and Outreach Plan* has several facets to it.

- Focused messaging through the transition to ease and eliminate implementation disruption.
- Several intentionally selected communications channels featuring targeted messaging.
- Visibility in the community to better engage with customers and reinforce beneficial recycling behaviors.
- Contamination reduction achieved through a methodical, routine monitoring of materials coming into and leaving Atlas collection vehicles, with feedback to the City and customers on emergent trends and solutions for ensuring clean materials are placed into their proper containers.

Atlas believes that any approach which relies primarily on post-collection processing can never transform old wasteful habits into new habits which enable waste reduction and resource recovery. That is why we take a holistic approach that involves education, outreach and continued support for recycling compliance that increases diversion and reduces disposal.

SB1383 Experience

Rather than push back against the passage and implementation of SB13183, as Rancho Cordova is aware, Atlas actively participated in strategy meetings with all municipal clients to identify issues that resulted in customer concerns. This resulted in the development of action plans to educate and encourage customer participation, identify necessary changes to municipal code and administrative rules to support proper collection of recoverable materials, and help develop compliance tools.

This is the sort of problem solving and proactive action Rancho Cordova can rely upon with Atlas as the City's residential services provider under this new contract. We will ensure the City is well informed and, in a position, to anticipate, budget, and develop programs to meet upcoming regulatory challenges.

Approach to Rendering World-Class Services

Atlas's detailed *Transition Schedule* groups implementation tasks by functional area, and estimates start and end dates. Key features are described as requested by the *RFP*. An initial scoping session with City staff and regularly scheduled coordination meetings which can be increased or decreased based on City preference and transition needs at any point will ensure implementation success.

Atlas's brand-new fleet of alternative fuel vehicles will be powered by Renewable Natural Gas. This a demonstrated closing of the gap between the consumption of food, the discard of food waste, and the local production of clean RNG fuel to power the trucks to collect the organic materials. This is not only a motivational story, but a fact for Rancho Cordova residents. Collection vehicle delivery dates have been confirmed and guaranteed to meet the operations start date for this contract.

In advance of the operations start date, Atlas will have stocked an inventory with enough carts to universally distribute a three-cart system to all residential customers. In addition, a buffer inventory for exchanges. Should the City not opt for new carts city wide, then Atlas will have a buffer inventory of carts for the normal exchanges and new starts. Atlas will work closely with Can-Do to distribute new carts city wide. Can-Do utilizes powerful software to deliver carts on the same day old, empty carts are retrieved, so that customers will not be without their garbage, recycling, and/or organics carts for a single day.

Atlas Disposal's local familiarity as a current waste services provider in the City with a substantial and growing share of the Rancho Cordova commercial market will smooth the transition. Atlas will provide leadership in coordinating with the outgoing service provider, working in a spirit of cooperation to affect a smooth, successful transition. These facts, together with Atlas's commitment and dedication to increasing positive recycling habits amongst residents and educating and enlivening the community through its integrated, holistic outreach and diversion plans, we believe make Atlas worthy of the City's serious consideration. Atlas looks forward to many highly productive years in partnership with the City and guarantees its every effort and all available resources to assist Rancho Cordova in becoming a model of diversion.

Proposal Bond

As permitted, Atlas is submitting a cashier's check in lieu of the *Proposal Bond* requirement. An image of the check is included below.

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.		CHECK BACKGROUND CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.	
Comerica Bank		CASHIER'S CHECK	
NOTICE TO CUSTOMERS: The purchase of an indemnity bond will be required before any cashier's check issued by this bank will be replaced or refunded in the event it is lost, stolen, or destroyed.		DATE	09/01/2023
*****25,000 AND 00/100THS		000600501	
		Dollars	
		\$ ****\$25,000.00	
PAY TO THE ORDER OF	CITY OF RANCHO CORDOVA		
850	SXA066	600501	Drawer: Comerica Bank
REMITTER	Authorized Signature		<i>Pamela Tasum</i>
MP			
⑈00060050⑈ ⑆121137522⑆ 1894147642⑈			

Performance Bond Commitment Letter



ATLANTIC SPECIALTY INSURANCE COMPANY

|
September 13, 2023

The City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**Re: Atlas Disposal Industries LLC – RFP Residential Solid Waste Services and Street Sweeping Services
Contract - \$1,000,000.00 Performance Bond**

Dear Sir or Madame:

This letter is to advise you that Atlas Disposal, Inc. is a valued surety client of Atlantic Specialty Insurance Company, which is one of the main underwriting companies of the Intact Insurance. Atlas Disposal, Inc. remains in good standing.

It is our opinion that Atlas Disposal, Inc is qualified to perform the above referenced contract and for this reason, if requested, we are prepared to provide the \$1,000,000.00 bond to be renewed on an annual basis for this contract as outlined in the RFP.

Intact Insurance (TSX: IFC) is A+ rated by A.M. Best with a financial size category of XV and is included in The Department of the Treasury's Listing of Certified Companies.

Should you have any questions or require additional information please feel free to contact me.

Sincerely,

Cyndi Beilman

Cyndi Beilman
Attorney in fact for
Atlantic Specialty Insurance Company

1201 Third Avenue, Suite 3850
Seattle, WA 98101
intactspecialty.com/surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
STATE OF CALIFORNIA } County of <u>San Diego</u>	
On <u>9/13/2023</u> before me, <u>Pam Davis</u> , Notary Public, Date Insert Name of Notary exactly as it appears on the official seal	
personally appeared <u>Cyndi Bellman</u> Name(s) of Signer(s)	
 Place Notary Seal Above	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature <u><i>Pam Davis</i></u> Signature of Notary Public
OPTIONAL	
<i>Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.</i>	
Description of Attached Document Title or Type of Document: _____ Document Date: _____ Number of Pages: _____ Signer(s) Other Than Named Above: _____	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: _____ ☐ Individual ☐ Corporate Officer — Title(s): _____ ☐ Partner ☐ Limited ☐ General ☒ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: _____ Signer is Representing: _____ _____ _____	Signer's Name: _____ ☐ Individual ☐ Corporate Officer — Title(s): _____ ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: _____ Signer is Representing: _____ _____ _____
RIGHT THUMBPRINT OF SIGNER Top of thumb here	RIGHT THUMBPRINT OF SIGNER Top of thumb here



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cyndi Beilman, Rebecca James, Riley Shoen**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

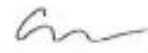
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

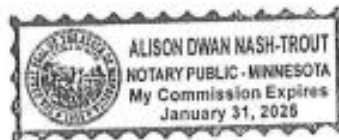
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of September 2023

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Signed Copies of Addenda

Robb Seipp

From: Solid Waste Procurements <ranhocordovaswrfp@gmail.com>
Sent: Monday, July 24, 2023 8:38 PM
To: ESmith@recology.com; clark.colvis@greenwaste.com;
Susan.VanDelinder@wasteconnections.com; Robb Seipp; jcadelag@wm.com;
charles.merkley@fccenvironmental.com; ARulon@republicservices.com; David Adler;
Kayla Rodriguez; Justina Vega; Janice; Abel Pereira; Colin; Nick Sikich; Scott Pardini;
Francine Areas; Aaron Donley; victor.santamaria@fccenvironmental.com; Brian Waters
Cc: Steve Harriman; William Schoen; shanin@r3cgi.com
Subject: Addendum !
Attachments: Adendum 1.pdf; Section F - Forms_Fillable.pdf; Republic Franchise Agreement 7 1 22 to 12 30 24.pdf

Greetings-

Attached you will find Addendum 1 of the RFP. We are currently reviewing the many questions we have received and will be getting you responses as soon as possible. Should you have any questions on this email please let me know.

There are three attachments: Addendum 1, an interactive pdf of the forms and the current franchise agreement. The addendum must be signed and included with your proposal. Please confirm receipt of this email and all three attachments.

Thanks

Scott Hanin



Robb Seipp

From: Solid Waste Procurements <ranhocordovaswrfp@gmail.com>
Sent: Wednesday, August 2, 2023 5:04 PM
To: ESmith@recology.com; clark.colvis@greenwaste.com;
Susan.VanDelinder@wasteconnections.com; Robb Seipp; jcadlag@wm.com;
charles.merkley@fccenvironmental.com; ARulon@republicservices.com; David Adler;
Kayla Rodriguez; Justina Vega; Janice; Abel Pereira; Colin; Nick Sikich; Scott Pardini;
Francine Areas; Aaron Donley; victor.santamaria@fccenvironmental.com; Brian Waters
Cc: Steve Harriman; William Schoen; shanin@r3cgi.com
Subject: Addendum 2
Attachments: Addendum2.080223.pdf; Addendum #2 Attachment 1 - Street Sweeping Reports May
2022 - April 2023.pdf; Section F - Forms_Fillable2.pdf

Good Afternoon -

Attached you will find three documents. Addendum 2 - Response to Questions, monthly street sweeping reports and a slightly updated Section F (last page, "desired landfill" line now fillable). As always, let me know if you have any questions or concerns and PLEASE confirm receipt of this email and the attachments. Thank you for your thoughtful questions.

Scott Hanin
R3 Consulting



Robb Seipp

From: Solid Waste Procurements <ranchocordovaswrfp@gmail.com>
Sent: Tuesday, August 22, 2023 3:00 PM
To: ESmith@recology.com; clark.colvis@greenwaste.com;
Susan.VanDelinder@wasteconnections.com; Robb Seipp; jcadelag@wm.com;
charles.merkley@fccenvironmental.com; ARulon@republicservices.com; David Adler;
Kayla Rodriguez; Justina Vega; Janice; Abel Pereira; Colin; Nick Sikich; Scott Pardini;
Francine Areas; Aaron Donley; victor.santamaria@fccenvironmental.com; Brian Waters
Cc: Steve Harriman; William Schoen; shanin@r3cgi.com
Subject: Re: Addendum !

Good afternoon-

We received an additional question and are providing a clarification to all. As always, PLEASE confirm receipt of this email.

Can you clarify exactly what you mean, when you say "all new vehicles" and then mention they cannot be over 10 years. Does this mean that starting July 1, 2026, no truck may be older than 10 years. Or do you mean by July 1, 2026, all trucks must have become operational at the start of the contract or later? Will trucks operating for the first time in 2024 count as new?

The City expects the Contractor proposals to assume all new collection vehicles. In order to give the Contractor sufficient time to procure new vehicles, they will have until July 1, 2026 to implement the new vehicles. Any vehicles that are not new as of the start of the contract, must be replaced with new vehicles no later than July 1, 2016. As described in the RFP, proposers are always welcome to propose alternatives for City consideration but the City is in no way obligated to accept them.

Scott Hanin, R3



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Section 2

**Qualifications:
Overview**

Key Staff

Staff Responsibilities

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**Litigation and
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Section 2: Qualifications

Industry Distinctions

Atlas prides itself on its ethos of innovation and adaptability—key to California’s dynamic regulatory climate. Environmental stewardship and finding pathways to not only embrace, but practically meet and exceed regulations has always been a distinguishing characteristic of Atlas’s standing in the waste services industry. This being the case, Atlas has pioneered diversion-based program within the greater Sacramento area, and practices environmental stewardship by implementing strategies to reduce waste and lower greenhouse gases (GHG). This work began long in advance of the current suite of organics regulations developed to target GHG and emissions reductions. For example, Atlas, in Sacramento:

- Pioneered diversion-based waste collection programs within the Greater Sacramento Area. Implementing strategies to reduce waste and lower Green House Gases (GHG).
- First to design, construct and operate a materials recovery facility for the diversion of construction and demolition materials from the landfill.
- Atlas developed a partnership with the Green Restaurant Alliance of Sacramento to divert food scraps from local restaurants that were then used for compost in local community gardens.
- Atlas was the first fleet to replace diesel-powered trucks with trucks powered by Compressed Natural Gas (CNG), and later, we converted to carbon negative, Renewable Natural Gas (RNG).
- Atlas designed, built, and currently operates the nation’s first ever fueling facility that featured the use of carbon negative Renewable Natural Gas (RNG). Today, we provide RNG to many fleets that want to reduce their carbon footprint.



As a result of its commitment to the environment, Atlas has had the privilege of being recognized and awarded by some of the most prestigious organizations both locally and by the State of California. A few examples are listed below:

- California Governor’s Environmental and Economic Leadership Award (GEELA)
- Cool California – California Air Resources Board (CARB) Small Business of the Year
- The Sacramento Environmental Commission (SEC) Environmental Recognition Award
- Breathe California of Sacramento – Awarded Clean Air Award for Sustainability
- CalRecycle Waste Reduction Award Program (WRAP)
- Business Environmental Resource Center (BERC) - Sustainable Business of the Year
- Citrus Heights Chamber – Winner in Services/Utilities
- Sacramento Clean Cities Coalition – Clean Air Champion Award Private Sector



Residential Collection Services Qualifications

Atlas has spent the past 25 years preparing for the opportunity to provide unrivaled service to the residents who call Rancho Cordova home. From the beginning, Atlas added to the core competencies of our founding team by recruiting additional team members at all levels possessing extensive experience with residential contracts—including new contract implementation—ranging in size from 3,000 to 70,000+ homes.



Key Staff Persons and Staff Responsibilities

Atlas's team of talented and deeply experienced professionals are led by CEO Dave Sikich, who has dedicated himself to the development of needed, innovative solutions to waste industry challenges in the local area. Dave has assembled an excellent team of people with impressive resumes in residential waste services operations.

Atlas key personnel have implemented and/or managed residential collection contracts ranging in size from 3,000 to more than 70,000 homes.

All key personnel also have a working knowledge of Rancho Cordova, with Atlas having done business in the City since 1998. These individuals, the relationships they have built, and the success they have created in Rancho Cordova should assure the City of the type of partnership and collaboration the City can expect from Atlas.

The local personnel whose abbreviated qualifications documented in this section are considered key to the success of the implementation and ongoing management of the City's programs and daily operations. They will manage the various operational and administrative components of contract implementation and ongoing service to the City and its residents. This team's unique combination of collection experience, recycling expertise, innovative management systems management, and appropriate technology identification and onboarding places Atlas in an excellent position to work alongside the City to achieve its diversion objectives and generate good will and participation in the community.

The following professionals comprise the Atlas's core team. Atlas's experienced Collection Service Manager—Atlas' Chief Operating Officer, Brian Waters and its Service Supervisor—Atlas's Operations Manager, Adam Beeson are distinctly called out as required by the *RFP*. These individuals, with their expertise grounded firmly in waste industry operations, will work collaboratively with the City and Atlas's entire management and supervisory personnel and will be responsible for implementing and maintaining compliance with the City's contract.

Please also see the *Transition Plan* included in *Section 4 – Technical Proposal* for more information on the team's approach to implementation.

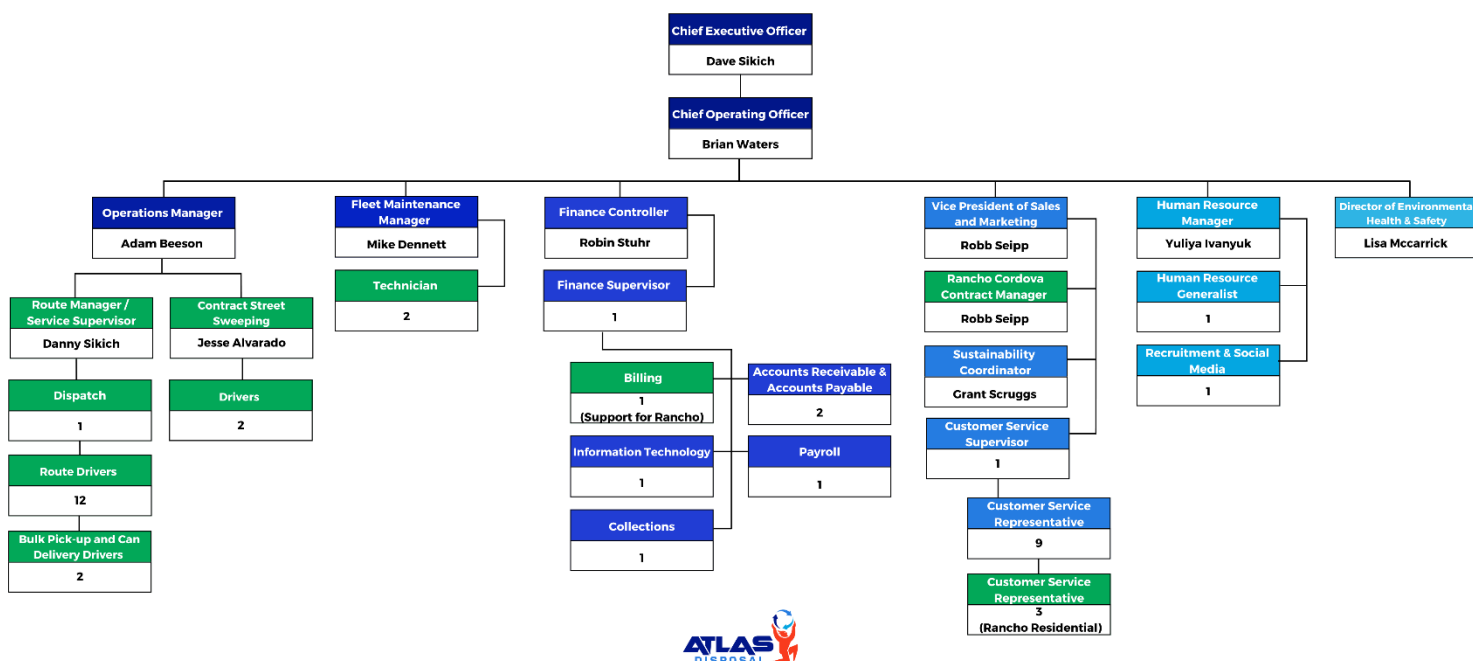




Organization Chart

The chart below represents Atlas's management team through the supervisor team responsible for daily operations in Rancho Cordova. Each of these deeply experienced professionals is dedicated to a successful implementation and ongoing operations and total contract and regulatory compliance in Rancho Cordova.

Atlas Disposal Organizational Chart



*Not all employees shown are dedicated to the Rancho Cordova contract. **Green** boxes dedicated; **blue** boxes are shared.

Resumes

Resumes for key personnel are presented in the order in which they appear in the preceding *Organization Chart*. Key managers dedicated to the Rancho Cordova are called out—namely, the Collection Service Manager (Contract Manager) and Service Supervisor (in this case, our Operations Manager). Residential collection experience is highlighted.



Dave Sikich

Chief Executive Officer

dave@atlasdisposal.com

Dave's multi-decade experience and commitment to environmental leadership has resulted in some of the industry's most innovative and effective programs. Under his direction since 1999, Atlas has developed programs using ground-breaking technology, including the development of the Region's first facility to recover and reuse construction and demolition materials to the Nation's first Commercial Fueling facility to dispense carbon negative, renewable natural gas (RNG) derived from food waste. Dave is continuously driving innovation and progressive business practices throughout the Greater Sacramento Region.

Awards:

2006 – Certificate of Achievement from California Highway Patrol

October 2011/ July 2019/ December 2022 - Featured in Commstock Magazine

2013 – Environmental Recognition Award from Sacramento Environmental Commission

2014 – Winner in Services/Telecommunication/Utilities from Chamber of Commerce of Citrus Heights

2015 – Certificate of appreciation from SnowballExpress and Capital Air Show

2018 - Certificate of Recognition for Utilities and Services from Chamber of Commerce of Citrus Heights

2019 – Featured in SacTown Magazine

2023 – Appreciation Award from the Fighter Fighters Burn Institute



Brian Waters, Chief Operating Officer

brian@atlasdisposal.com

916-603-3442

Brian oversees the short and long-term growth for Atlas Disposal Industries. Brian manages acquisitions, mergers, and integration efforts. Brian represents the organization in its relationships with major customers, suppliers, competitors, commercial, investment bankers, government agencies, professional societies, and similar groups. Brian ensures the adequacy and soundness of the organization's financial structure. Brian reviews projections of working capital requirements. Brian possesses extensive residential collection services management experience.

Skills

- 13+ years of managing residential contracts.
- 13+ years of leading acquisitions and mergers.
- 15+ years of executive operations management.

Resume

Rumpke Waste and Recycling, OH – Regional Vice President (2018-2021)

Oversaw multiple hauling sites including a material recovery facility, transfer stations, and landfills in Southern Ohio, Eastern Kentucky, and West Virginia. Responsible for mergers, acquisitions, and integration efforts. ***Provided residential services for Southern Ohio, Northeastern Kentucky and West Virginia City. We provided trash and recycling along with some areas with bulk pick up. Service included more than 20,000 plus customers services weekly.***

Waste Management, TX - Director of Operations – Safety (2016-2018)

Developed operations and safety policies, rules, and programs and assisted with implementing across the enterprise.

Waste Management, AZ - Senior General Manager/District Manager (2011-2016)

Contributed to mergers, acquisitions, and integration efforts. Supervised 15 managers including fleet, with indirect supervision of 155 employees. ***Responsible for the City of Chandler AZ residential contract, which services over 275,000 residents and 60,000+ homes weekly. Services included a three-cart system for trash/recycling/green waste collection and provided bulky item collection services.***

Waste Management, CA (Sacramento) and NV - Area Sales Director (2010-2011)

Oversaw sales organization for both Northern California and Nevada. Ran combination of franchise services and open market budget with \$340 million sales revenue.

Waste Management, CA - General Manager/District Manager (2008-2010)

Managed day-to-day operations of multiple hauling sites, including material recovery facility, transfer stations, and green waste facility. ***Responsible for the City of Lodi, CA residential contract, which serves more than 64,000 residents and 14,000+ homes weekly. Responsible for the City of Stockton, CA residential contract, serving more than 300,000 residents and 30,000+ homes weekly.***



Adam Beeson, Operations Manager
Rancho Cordova Collection Service Manager
Adam@atlasdisposal.com
 916-275-6239

Adam has been with Atlas Disposal for 25 years. He oversees the daily operations and manages 80+ employees including Route Managers, Dispatchers, and Drivers. He coordinates, hiring, disciplinary acts, and training for all operational employees. He ensures all operations are compliant with Federal, State, and County regulations. Adam creates a positive work culture while enforcing all company policies and procedures.



Dan Sikich, Operations Route Manager/Service Supervisor
Danny@atlasdisposal.com
 916-402-4314

Dan drives a culture of speed and innovation. Dan is well versed in customer service, problem solving, emergency response, and Atlas companies' policies/procedures. Dan is a well trusted leader that ensures all tasks are completed timely with quality.



Mike Dennett, Fleet Manager
Mike@atlasdisposal.com
 916-872-7797

Mike oversees all of Atlas's fleet for Sacramento. Mike's responsibilities are to ensure that all repairs are done timely. Mike oversees all budgeting, purchasing and inspections for the shop. Mike's priority is to keep all trucks safe and compliant with the DOT and CARB.



Robin Stuhr, Executive Controller

Robin@atlasdisposal.com

916-600-4608

As Executive Controller of Atlas Disposal, Robin is responsible for all Financial, Accounting, and Information Technology functions. She has over 25 years of Financial and Accounting Management experience. Her career began in the customer service and hospitality industries: she then spent 7 years in the highly competitive Tech Industry before joining Atlas in early 2007. Her experience in start-ups has provided her with the skills to build finance and accounting functions from the ground up. Robin's specialties are: Financial Planning and Analysis, Treasury Management, Budget Management, IT/Systems Management, Internal Controls, and Process and Procedure creation and implementation.



Robb Seipp

Vice President, Sales and Marketing

Robb@atlasdisposal.com

916-996-5797

Robb has been in the waste industry for 36 years and has been with Atlas Disposal since the beginning of 2023. Robb previously served in a variety of roles for Waste Management for 32 years, since the acquisition of his family's company in Southern Illinois. ***Robb has held numerous positions including Sales, Sales Management, and Operations Management. Started career in the Residential collection efforts. Initially, Driving and servicing residential customers, then managing Drivers on residential routes, then managing customer service teams that service residential accounts, then managing the relationships with the municipalities receiving the residential collection services. In 2000, oversaw the residential contract for the City of Winslow, AZ which with more than 2,500 homes and the City of Show Low with more than 4,500 homes.***

***Grant Scruggs******Sustainability Coordinator***Grant@atlasdisposal.com

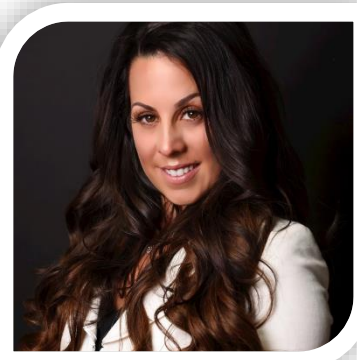
916-288-2784

Grant graduated from University of California, Santa Barbara in 2019 with Bachelor of Science degrees in Environmental Studies and Biological Science. He has been at Atlas since October of 2021. Grant completes all diversion and generator reporting for our jurisdictions. His expertise also lies in organics/recycling compliance, education, and outreach with customers and local stakeholders. He has received the CRRA and SWANA Zero Waste. Principles and Practices Certification and he works closely with customers to develop sustainability programs and improve waste diversion. Grant takes point at Atlas with all continuous projects at Atlas.

***Yuliya Ivanyuk, PHR, MS, Human Resources Manager***Yuliya@atlasdisposal.com

916-505-0918

Yuliya has 14+ years of experience in human resources, management, and supervision. Recognized for professionalism and excellent interpersonal skills. Yuliya continues to lead, coach, and mentors' diverse teams. Experienced in supporting teams in production, distribution, retail, and call center environments. Exceptional computer, oral and written communication skills. Experienced in using the following Human Capital Management software: ADP Total Source, One Point, Workday, Paycom. Created, developed, and rolled out a performance review program.

***Lisa Mccarrick, Director of Environmental Health and Safety***Lisa@atlasdisposal.com

916-295-0131

Corporate Safety/Loss Prevention professional accustomed to managing the administrative and investigative functions. Effective in establishing merchandise protection, shrink reduction standard, safety programs and working with merchants to expand those programs upstream. Develop, initiate, and conducts follow up on training at all levels and establish policies and procedures to control and deter internal theft and safety procedures. Understands the general and civil liability laws and works closely with law enforcement in multiple markets. Lisa has 12 years' experience in acquisitions in 3 of the Fortune 5 companies.



References

Please also see the completed Form J.

The following references are offered in response to the parameters of the *RFP*. Additionally, Atlas is providing its complete listing of jurisdictions it shows its presence in the regional marketplace. All listed are current customers.

California State University, Sacramento

Contract Type, Amount, and Dates of Service

- Contract; \$245,000/year
- Start date: January 2021
- Waste, recycling and organics collection for student housing and all on and off campus facilities.

Contact

Ryan Rodd – Director of Energy and Sustainability
6000 J Street
Sacramento, CA
(916) 278-2817
ryan.todd@csus.edu

Citrus Heights

Contract Type, Amount, and Dates of Service

- Non-exclusive Franchise
- Waste, recycling and organics collection for commercial, industrial and multifamily customers.

Contact

Mary Poole- Operations Manager
6360 Fountain Square Dr.
Citrus Heights, CA - (916) 727-4730
mpoole@citrusheights.net

City of Elk Grove

Contract Type, Amount, and Dates of Service

- Non-exclusive Franchise
- Waste, recycling and organics collection for commercial, industrial and multifamily customers.

Contact

Omie Hartman – Recycling Coordinator
8401 Laguna Palms Way
Elk Grove, CA 95758
(916) 627 3258
ohartman@elkgrovecity.org

Continues on the following page.

**City of Folsom*****Contract Type, Amount, and Dates of Service***

- Non-exclusive Franchise
- Organics collection for commercial customers and Construction Demolition.

Contact

Sarah Vaira Recycling Supervisor
50 Natoma Street, Folsom, CA 95630
(916) 461-6734
svaira@folsom.ca.us

City of Rancho Cordova***Contract Type, Amount, and Dates of Service***

- Non-exclusive Franchise
- Waste, recycling and organics collection for commercial, industrial and multifamily customers.

Contact

Steve Harriman - City of Rancho Cordova Department of Public Works
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
(916) 851-8716
sharriman@cityofranhocordova.org

City of Sacramento***Contract Type, Amount, and Dates of Service***

- Non-exclusive Franchise
- Waste, recycling and organics collection for commercial, industrial and multifamily customers.

Contact

Erin Treadwell, Integrated Waste Compliance Manager
2812 Meadowview Road, Bldg. 1
Sacramento, CA 95832
(916) 808-4934
etreadwell@cityofsacramento.org

Continues on the following page.

**County of Sacramento Facilities*****Contract Type, Amount, and Dates of Service***

- Contract, \$2,254,900/year.
- Start date: April 2022
- Waste, recycling and organics collection at all County of Sacramento facilities, Parks and Buildings.

Contact

Kelli Sequest, Waste Management Program Manager
10863 Gold Center Drive, Rancho Cordova, CA 95670.
Office 916-876-5393, Cell (916) 717-9621
sequestk@saccounty.gov

City of West Sacramento

- Non-exclusive Franchise
- Waste from Industrial and Construction and Demolition customers, recycling and organics collection from industrial, commercial customers.

Contact

Paulina Rosenthal
1110 West Capitol Avenue
West Sacramento, CA 95691
(916) 617-4590
paulinar@cityofwestsacramento.org

Sacramento County Department of Airports

- Contracted; \$597,000/year
- Start date: March 2018
- Waste, recycling and organics collection for all facilities at the International Airport.

Contact

Tawna Galvan – Park Maintenance Superintendent
6705 Lindbergh Drive
Sacramento, CA 95837
(916) 874-0525
galvant@saccounty.gov



Current Contracts

This information is presented to summarize Atlas's experience and reach in the local market. Our Rancho Cordova experience is emphasized.

	Jurisdictions Served	No. of Accounts	Tons Collected	Fleet Size	Contract/ Venture Start Date
	County of Sacramento	3,717	95,746	30	1998
	City of Sacramento	2,393	84,290	20	1998
	Citrus Heights	299	8,203	2	1998
	Elk Grove	426	12,055	4	1998
	Folsom	303	3,729	2	1998
	Rancho Cordova	750	13,242	6	1998
	West Sacramento	170	8,048	1	1998
	Surrounding Service Territories	1,086	15,290	10	1998
Totals		9144	240,603		



Litigation and Notice of Violation History

Claim Settlements, Arbitrations, Litigation Proceedings and Civil Actions of \$100,000+ and Criminal Actions

To the best of our knowledge, Atlas Disposal Industries, LLC does not have any claim settlements, arbitrations, litigation proceedings, and/or civil actions to report in this category which have occurred in California in the past five years.

Current or Threatened Legal Actions Against Parent Company

Atlas Disposal Industries, LLC does not have any legal actions to report in this category which have occurred in California taken upon it by a government entity.

Notices of Violations or Enforcement Actions

Atlas Disposal Industries, LLC is not aware of any *Notices of Violation* and/or enforcement actions taken against it during the last five years by any regulatory agency, nor has Atlas had a permit franchise license, entitlement, or business license revoked or suspended, ever.

Section 3

Statement of Financial Qualifications



Section 3: Statement of Financial Qualifications

Financial Capability

Atlas Disposal has a strong track record of successfully securing financing for complex projects and acquisitions of similar financial requirements. Our current financing is with Comerica Bank, with whom we are in good standing. While our existing loans have available capacity to support this project, Comerica Bank will finance the contract independently from our other financing facilities. A letter of support from Comerica Bank is being submitted in this proposal. We continue to maintain a robust financial position and are well-prepared to obtain the required funding for the following Key Aspects of the project:

Acquisition of Trucks and Equipment

Atlas will need to add 16 vehicles to our rollingstock and almost 133K carts and other containers (if we buy all new) to service this project. As discussed above, we have the funding in place to cover these capital needs without recognizing the additional revenue from the contract.

Construction and Operation of Facilities

Our experience and years in the Waste and Recycling Industry positions us to secure funding for additional facility needs. We have conducted a thorough financial analysis and have allocated \$6M for the land and construction of a local facility. However, our financial projections do not require the construction of such a new facility, and it will not be solely dedicated to this project. It is our expectation to secure a location within the City of Rancho Cordova where we have already made an offer to purchase property. The funding for this facility purchase is also in place with Comerica.

Labor and Personnel

We have an accomplished human resources department that will manage the onboarding, recruitment, training, and retention of the skilled labor force required for this contract. Our financial projections include estimates for labor costs, benefits, and ongoing training of a highly qualified workforce. This annual cost of under \$2M will be covered by the revenues earned servicing the City of Rancho Cordova under this contract.

Atlas has conducted a comprehensive cost analysis for the entire project. While exact figures may vary based on specific project details and market conditions, our estimated expenses and financing requirements are as follows:

Sources and uses of funds necessary to capitalize the project are included in the chart on the following page.

Sources of Cash		Uses of Cash	
Bank Debt	17,600,000	Acquisition of Trucks + Equipment	11,500,000
Cash from Operations	6,150,000	Construction/Operation of Facilities	6,000,000
		Labor and Personnel (Annual)	2,000,000
		Fuel and Truck Maintenance (Annual)	1,800,000
		Vehicle Impact Fee (Annual)	450,000
		Other Expenses (Annual)	2,000,000
Total	\$23,750,000	Total	\$23,750,000

Audited Financial Statements

Atlas, as a privately held company, considers its *Financial Statements* to be confidential and of no interest to the public. As such, these are marked "Confidential" and provided under separate cover.



Bank Letter of Support



Beau L. Barnes
Senior Vice President
Comerica Bank
333 West Santa Clara Street, Floor 12
San Jose, CA 95113

August 29, 2023
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Atlas Disposal
Residential Solid Waste Services and Street Sweeping Contract Request for Proposals

To Whom it May Concern:

As the bank of Atlas Disposal, we look forward to again assisting with their continued growth, specifically the City of Rancho Cordova contract. We value our relationship with Atlas Disposal, its owners, and management, and believe that they have served their communities well in both providing traditional collection and disposal services. We hold Atlas Disposal's ownership and management in the highest regard. All covenants and controls have been respected, and all payments have been made as required. To confirm, Atlas Disposal has adequate assets and access to committed financing that is sufficient to compensate for all required payments to the City, capital costs, equipment costs, start-up costs, and a minimum of three (3) months' operating costs.

Should you or anyone have questions, please direct them to my attention.

COMERICA BANK,

A handwritten signature in black ink, appearing to read "B. Barnes", written over a horizontal line.

Beau L. Barnes
Senior Vice President

Section 4

Technical Proposal: Overview

Transition Plan

Operations Plan

Customer Service Plan

Diversion Plan

Education and Outreach Plan



Section 4: Technical Proposal

Atlas's methodology for the implementation and ongoing execution of daily operations is targeted, solution oriented and based on decades of experience with a proven track record of success. The *Transition, Operations, Customer Service, Diversion, and Public Education and Outreach Plans* described in this section are based in and leverage deep domain experience—including implementation experience and are tailorable to the City of Rancho Cordova's preferences for communications and reporting. The specific initiatives and plans we have outlined here will be further discussed and adjusted on a rolling basis throughout the transition period, as needed.

Atlas will work hand in hand with the City to further develop and implement programs and services directly in line with the requirements of the *RFP*, and most importantly, the City's objectives for providing a cost effective and efficient solid waste management system that supports the City's sustainability and regulatory compliance goals. We consider the plans outlined in this section a framework and the beginning of a productive partnership with the City.

Sophisticated Systems = World Class Customer Service

Atlas utilizes fully integrated software system developed specifically for the waste services industry for customer service, billing, routing, and scale operations has been engineered to provide an unmatched level of efficiency and accountability. This is the backbone of our administrative operations.

Atlas utilizes advanced geo-coding technology to monitor collection vehicles in real time to deliver live driver performance verification—a bread crumb trail for each container on route and the ability to customize reports to match preferences. Real time photographs are also incorporated into the system which dramatically reduces incidents of contamination and, minimization of customer concerns, and an increase in customer satisfaction.

Education and Outreach = Compliant Participation

Fundamentally, we want high customer participation, customer satisfaction, and clean material. To get clean material two things are needed: great education, outreach, and recycling technical assistance, and great downstream processing solutions. Atlas's approach and company culture of continuous improvement accomplishes both.

Solid Operational Approach

Atlas has mindfully engineered this project so that Rancho Cordova residents feel the services they pay for are valuable and enriching to the community. When rolling out a new program it's important that disruption is minimized or completely eliminated and that customers can distinguish improvements from the outset. New, clean, and quiet equipment, efficiency and accuracy in delivering containers, outreach materials and other channels that are professionally compiled and produced, and courteous, highly trained company professionals will convey value.

Atlas's collection methodology for all residential customers, all material streams, centers on a proven approach, with associated equipment depicted below.



Collection Methodology

Automated Sideloaders

**Automated Sideloader**

- Cart Collection:
SFD, MFD, and Commercial Carts.
- CNG Equipment:
Clean air, quiet.

SB1383 Compliant Carts

Carts

All material streams.

**Company Provided**

- SB 1383 Compliant Carts
- Sizes for standard carts as specified in RFP.
- Ability to offer all size carts, all sizes.

Additional information on vehicle and cart specifications can be found in *Section 2 – Appendix*. Information on numbers and types of vehicles are summarized in this section, subsections entitled *Operations Plan – Vehicles*, and *Operations Plan – Carts*. The above equipment will be utilized for all cart-based service recipients serviced under the subject contract. This equipment does not constitute all the types of equipment, such as auxiliary equipment, available to the City for this contract or for events that fall outside of the scope of the contract, such as needed in the aftermath of natural disasters.

Street Sweeping

Atlas will provide sweeping through Sweeping Corporation of America (SCA) for sweeping services as outlined in the RFP and the draft franchise agreement.

Transition Plan

Atlas has developed an insightful, strategic and holistic service initiation approach that minimizes customer impact and provides an excellent foundation for the commencement of a new contract. Features of Atlas's finalized plan will include the following elements.

There are three foundational elements that Atlas has found to be essential during any transition. This is what the City can count on:

- **Communication**

The City will never be in the dark; we will have open lines of communication. Atlas is both dedicated to accuracy, is passionate about its work, and operates transparently. We also embrace technology which means that, ongoing, the City will receive excellent communications via reports that are generated through sophisticated technological applications that meaningfully convey metrics.



- **Calm**
Nothing gets done well when you're scrambling, so we avoid that. Instead, we try to calmly process any challenges and come up with level-headed, permanent solutions in rapid fire response to any challenges that may arise.
- **Competence**
Atlas executes on solid plans that are also fluid and adaptable to the challenges that often arise during transition period. We will simply take care of business.

Transition Schedule

Atlas is beginning, rather than ending, the discussion in this section with the requested draft *Transition Schedule*, which provides an overview and some of the detail the City requests as a narrative. Brief narratives regarding *Cart Selection, Labeling, and Distribution; Retention of Current Franchisee Employees; Transition Education and Outreach Activities; and Coordination with Current Hauler and Services* follow this *Schedule*.

The following *Schedule* is general, a framework to be deepened based on the initial scoping session and adjusted weekly as needed. Because Atlas's transition team will be in close communication with City staff, all challenges and changes will be discussed with solutions developed and built into the plan on a go-forward basis, this plan will fluidly deepen and evolve over the course of the transition time period.

Scoping Session

Immediately upon contract award the key transition team members will meet with the City in a scoping session to review and outline all program requirements and specific requirements of the Franchise Agreement. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. A detailed implementation schedule, based on contractual requirements and the general timeline included in this section will be developed beginning immediately upon contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

Below is the draft *Implementation Schedule* to be refined during weekly transition period meetings with the City, beginning immediately after contract award. Key tasks can be broken down further into subtasks. This framework is fluid, like a budget, which Atlas has found to be the most productive. During certain periods the City may find that written updates or every other week meetings suffice.



ID	Task	Start Date	End Date	Comments
1	Contract			
1.1	Contract Award	November 20, 2023	November 20, 2023	
1.2	Post Award Discussions and Contract Finalization	November 30 2023	March 31, 2024	
1.2	Scoping Session; Commence Regular Meetings	December 1, 2024	Ongoing	
2	Business Plans			
2.1	Procure Performance Bond	November 20, 2024	December 31/2025	
3	Service Plans			
3.1	Outgoing Hauler Coordination	December 1, 2023	12/31/2024	
3.2	Update Operational Assumptions	November 30, 2023	1/1/2025	Task will be ongoing as contract services are provided.
3.3	Update Equipment Needs	November 30, 2023	12/15/2024	Ongoing as needed
4	Routing and Database Development			
4.1	Build/Update Account Database	November 30, 2023	12/31/2024	
4.2	Route Design and Optimization	November 30, 2023	December 1, 2024	To include Street Sweeping plan and communication
4.3	Finalize Route Maps	October 1, 2024	11/30/2024	
4.4	Build Invoice Template	November 30, 2023	December 31, 2023	
4.5	Test Invoicing	October 1, 2024	November 30, 2024	
4.6	Finalize Container Delivery Plans	10/15/2024	12/15/2024	Applies to both service options outlined in proposal
4.7	Finalize Contract, Container Delivery Company	November 30, 2023	December 31, 2023	
5	Equipment			
5.1	Vehicle Procurement	November 30, 2023	December 31, 2024	
5.2	Vehicle Receipt, Registration, Licensing, Testing, Commissioning	November 30, 2023	November 1, 2024	
5.3	Container Procurement	November 30, 2023	October 31, 2024	
5.4	Container Deployment	October 31, 2024	December 31, 2024	
5.5	Supplies Procurement	November 30, 2023	December 15, 2024	
6.0	Employee Hiring and Training			
6.1	Worker Outreach	November 30, 2023	June 30, 2024	
6.2	Job Fair(s)	January 1, 2024	June 30, 2024	
6.3	Job Offers	January 1, 2024	June 30, 2024	
6.4	Orientation and Training	June 30, 2024	12/31/2024	
7.0	Public Education and Outreach			
7.1	Platform Development (website, apps)	November 30, 2023	September 30, 2024	
7.2	Messaging and Materials Development	June 1, 2024	October 31, 2024	
7.3	Introductory Materials Distribution	October 1, 2024	November 30, 2024	



Cart Selection, Labeling, and Distribution

In the base proposal, Atlas assumes the City is retaining the existing inventory of carts, which requires no container selection by the customer in relation to transition. Ongoing, customers will be able to request additional or difference size carts in several ways: via our website, mobile application, or through a phone call to our customer service department.

Should the City choose to keep the current carts:

Atlas understands the City will have ownership of all residential carts (including all additional carts) at the commencement of the contract. However, many of these carts are nearing their end of useful life and will need to be replaced during the contract. Atlas will procure a buffer inventory in all cart sizes well in advance of the operations start date for exchanges and new service starts. New carts will be labeled as authorized by the City upon arrival at our facility and will be integrated into the inventory.

Atlas will also employ a full-time cart delivery driver with tablet work order routing capabilities. We can receive requests for new carts and make deliveries or perform exchanges per the contract parameters and City preferences. In every case, Atlas will deliver carts as per the contract or sooner.

Should the City choose the procurement and delivery of all new carts:

Atlas will deliver SB 1383 compliant carts, according to the RFP, to each customer in the same number and size of carts they each currently have. Deliveries will be made on the customer's service day, and old carts will be pulled, the customer's database checked to ensure the numbers and sizes of containers matches the account, and new carts delivered. This will occur on a route-by-route basis over a period of weeks. With the delivery of carts Atlas will also ensure that each contingent of carts is accompanied by new service guidelines, which will naturally include Atlas contact information. Atlas will staff up its customer service team in the event of the delivery of new containers, to accommodate the influx of phone call these types of events typically generate. If the City desires, Atlas will situate a highly trained residential customer service representative at City Hall to take calls the City may receive during the cart delivery period.

Atlas intends to handle exchanges and delivery of existing carts. Should the City decide to replace all existing carts with new. We will hire Can-Do/Fleet Genius Services. More information can be found here:

<https://www.fleetgenius.com>

Can Do/Fleet Genius Services is the nation's leading provider of container management services, with a performance standard is unmatched in the solid waste industry, performing over 1,000,000 ticket actions annually. They use GPS task management software to provide real-time photographic service verification for all residential and commercial ticket work orders, as well as digitally captured notes, and geocodes.

Can Do's crews are professional, well trained, properly equipped with uniforms and safety gear, and adhere to strict codes of conduct. They provide a full-time supervisor who will be in constant contact regarding project progress and results. Can Do holds a large general liability policy, a worker's compensation plan, and all their workers are properly documented.

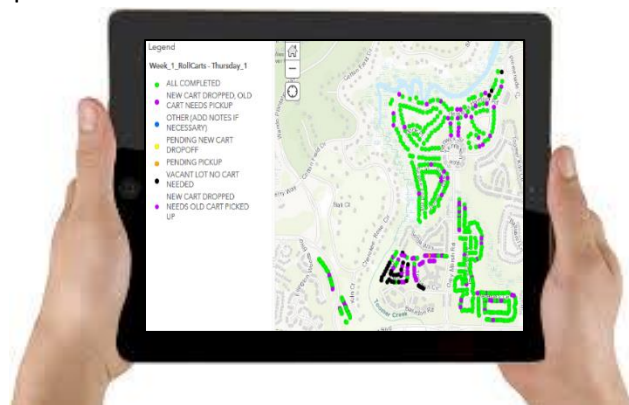
All staff delivering equipment will be professional, courteous, and take time to answer any questions from residents. If the staff member cannot answer a question, all will have business cards with our office contact and website information available.



Can Do Services is a certified Minority Business Enterprise (MBE) company with over 300 employees. Over their 20 years of operations, they have delivered and removed millions of containers, including in helping to design and execute the 2017 Los Angeles franchise roll-out, the largest in the history of the US.

- We will begin cart delivery on Monday, December 2, 2024, with completion by Friday, December 20, 2024.
- This project will have an in-field project manager and team leaders assigned with detailed rosters.
- Crews will be fully insured and consist of W2 employees of the contractor that will adhere to all safety standards including D.O.T. regulations to ensure safety for themselves and the residents.
- Deliveries will begin at 7:00 a.m. each morning and conclude no later than 7:00 p.m. (daylight permitting) each day Monday through Saturday.
- Finalized address list with equipment quantity and type will be uploaded into GPS units that each crew will have to ensure that carts are delivered to appropriate addresses.
- Real-time mapping of roll out cart distribution that can be accessed with an app which allows us to track a project's progress.
- Daily reports of deliveries in Excel format will be e-mailed to predetermined distribution list to track progress.

Upon completion of the project a full list of deliveries and any exceptions to the original address list such as vacant structures, homes added, etc. will be provided. *These exceptions are common and discussed prior to starting so our crews know how to handle them when encountered.*



Atlas supervisory staff will be in constant communication with Can Do as they deliver equipment from our yard to throughout Rancho Cordova. Each day we will receive data detailing which locations have received equipment, along with immediate feedback on any issues. Our call center will be active during this time, ready to speak with any residential or City facility location receiving equipment. All equipment will be clearly labeled with our contact phone number for questions.

The carts themselves will be clearly labeled with easy to understand, multilingual instructions for each respective material stream.

As previously stated, each cart will come with service guidelines, including contact information for Atlas. Atlas also proposes to include a letter signed by it and the Public Works Director outlining the new services and a bit about the public process to support the change. Information on cart placement will also be included.

Prior to the delivery of containers each City facility location will receive a personal visit from Atlas staff. During this visit we will communicate with the site manager about the container exchange process and work together to make the best suitable plan for the customer. Notes will be recorded, and photographs taken for spotting locations. We understand there will be cases where there is limited space to deliver equipment while the current hauler's equipment remains on site. Please see our detailed response to this common issue below under the subsection *Coordination with Current Services and Current Hauler*.



✓ All logistics provided for deliveries, swaps, and removals of your commercial FEL containers with real-time photo, geocode, and timestamp verification.

✓ Text message or email service verification can be provided for your commercial customers via a public link.



Atlas will commence the transition of equipment in early December 2024, placing equipment where we have predetermined/discussed with the facilities where space constraints are not an issue. As we approach the contract start date, we will increase resources as necessary to ensure a smooth transition.

Each day, status updates will be available for Rancho Cordova staff to view our roll-out progress via an on-line database, which we will share with the City. ***We will also provide the City with a map, updated weekly, showing our cart roll out progress and plans for upcoming weeks. This map can be shared online by the City, along with our contact information for any questions.***

Retention of Current Franchisee Employees

Atlas Disposal intends to hire all displaced employees from the current hauler. We will retain the employees of the current service provider for a period of not less than ninety (90) days pursuant to sections 1072 and 1075 of the California Labor Code and will make a good faith effort to retain existing drivers where possible subject to qualifications under hiring policies established by Atlas Disposal.

Additionally, Atlas Disposal intends to assign drivers to the same routes they are currently operating and have CSRs perform the same range of duties they currently perform. Routing and days of service will not be changed for at least six months following January 1, 2025.

For information on what it's like to work at Atlas, please see: <https://www.youtube.com/watch?v=Dr8BC5zuGb0>

As part of the transition, we will hold a job fair or fairs with current hauler employees and their families looking to learn more about us, the work environment, competitive wages, and excellent benefits Atlas provides. A human resource manager will be present to answer any questions about pay, benefits, training, and the transition in general. We will also have several of our current drivers present so interested applicants can network with them and ask questions about us offline if they would like. Computers will be set up and assistance provided in walking those interested through our online application process.



As the transition date nears (in the month of December 2024) we will hold paid meetings and trainings for qualified, hired employees.

Transition Outreach and Education Activities

The provision of outreach and education activities during the transition period is critical. Too little information will trigger unnecessary customer concern and phone calls, as will information overload. Please see the previous *Transition Schedule* which outlines the dates for all messaging development and distribution. Also, to avoid redundancy, see the *Education and Outreach Plan* included later in this section.



Coordination with Current Hauler

As identified in the *Transition Schedule* earlier in this section, Atlas will initiate hauler coordination meetings with the outgoing franchisee. To smooth the process, Atlas encourages the City to host or take part in these meetings. It is known in the industry that the City's current hauler is cooperative during contract transitions. In our experience, the following areas require coordination and an advance plan.

Account Database

Atlas will request that the exiting franchisee hand over its customer database in a format that Atlas can use to build its own database. From that date forward through to the operations start date, a weekly (at least) update will be requested of the current hauler, so that Atlas's database remains up to date at all times. In the highly unlikely event that Atlas does not receive a clean customer database in a timely manner, Atlas will obtain, with the City's help if needed, a utility billing database. This information together with parcel maps will enable us to build a customer database.

Container Removal and Delivery

This information applies to City facilities and to residential customers only in the case where the City elects to procure and distribute new containers to all residential premises (up to four units). To affect the smoothest possible retrieval of existing containers and synced delivery of new containers, early, proactive communications with the outgoing contractor are essential.

Container removal and delivery will be a priority discussion topic with the current franchisee during hauler coordination meetings. Many challenges are eliminated through the City's retention of carts at contract termination, and through use of our deeply experienced contractor, Can-Do (see above subsection).

However, to maintain strict control over the process, Atlas has identified a staging area for containers—both new and existing if necessary. As outlined previously, Atlas intends to pull containers on a collection day after they have been emptied and simultaneously or within the same day replace them with new containers.

In the highly unlikely event that the current franchisee abandons routes in advance of our start date, we are prepared to take those over, in which case we will empty, remove, and replace containers. Atlas will deliver containers to the location specified by the exiting service provider's designated location. Details pertaining to costs and payments will be worked out exclusively between Atlas and the outgoing contractor.

Because this activity has a significant impact to residents and will also generate unnecessary phone calls if not managed properly, Atlas will, upon finalization and testing of its database, and the adoption of a container delivery schedule by the City and outgoing hauler, distribute via direct mailer container delivery dates and what to expect. An address lookup page will be established on Atlas's Rancho Cordova website, where residents can type in their address to see their container delivery date. Service guidelines and new rates will also be posted to the new website.

Billing System

A January 1 transition date provides the ideal cutoff for easily communicating the billing change for customers. Our job is to communicate thoroughly and repeatedly well ahead of time with the same consistent message. We understand the current hauler bills on an every-other-month basis, and we would like to continue the same billing cycle, with the first due date matching when resident's bills would have normally been due. The first bill residents receive will include instructions on how to set up on-line bill pay using their account number. Our customer service representatives are available to assist with this process via phone as well.



Atlas provides a full range of payment options, including on-line and mobile friendly bill pay, 24-hour pay by phone, automatic bill-pay, pay by check via mail, or pay in person at our office. Because this is a transition process for residents Atlas will make every accommodation in order to help customers get set up correctly, according to their payment preferences. Our bills are clear and easy to understand, and our on-line billing set up is simple and intuitive: More information about our billing protocols is included in the *Customer Service Plan*.

Operations Plan

Atlas's methodology is targeted, solution oriented, and based on decades of experience with a proven track record for success. Our operational approach has been developed to limit or eliminate customer disruption during transition and beyond. It features best-in-class equipment that is quiet and clean, a fully integrated software system for customer service, billing, routing, and scale operations which has been engineered to provide an unmatched level of efficiency and accountability, and a team of dedicated professionals with their own proven track records of success.

Atlas will work hand in hand with the City to further develop and implement programs and services that are directly in line with the requirements of the *RFP*, and most importantly, the City's objectives for providing cost effective and efficient residential waste services that supports the City's sustainability goals and maintains the City's good standing relative to regulatory compliance. Additional information concerning our approach to operations is included in the subsection entitled *Route Operations*.

Atlas Programs and Initiatives

Our systems are designed to elevate the aesthetics and environmental sustainability of the City's residential waste services program and also bring much higher diversion to the City from day one. Atlas believes the programmatic offerings described in this section are perfectly matched to Rancho Cordova's needs, and yet, Atlas is looking out over the regulatory and sustainability horizon in proposing the holistic plans featured here, so the City can remain ahead of the game.

Our goal is to engage the community, get people interested in their waste, and coax out cleaner materials streams. In addition to the ability to feel good about channeling materials toward higher and better uses and legitimate markets, commodities brokers like to work with haulers presenting clean materials streams—which lends stability to rates and programs. Our holistic approach, which is designed to optimize recycling and diversion, is the perfect marriage of upstream outreach and education, and downstream thorough processing of recoverable materials to produce clean, marketable products that are consistently saleable at higher prices.



Vehicles

The City has asked for a current inventory of vehicles, which is included in the following two charts. However, for this contract, Atlas is procuring all new vehicles, documented in a chart following the *Current Inventory of Vehicles*.

Current Inventory of Vehicles and Auxiliary Equipment - Frontloaders

Type	Make	Year	Qty	Remaining Life
Frontload	Autocar	2022	3	2032
Frontload	Autocar	2021	3	2031
Frontload	Autocar	2020	3	2030
Frontload	Peterbilt	2020	1	2030
Frontload	Autocar	2019	6	2029
Frontload	Peterbilt	2017	4	2027
Frontload	Autocar	2016	2	2026
Frontload	Peterbilt	2016	2	2026
Frontload	Peterbilt	2015	1	2025
Frontload	Autocar	2014	4	2024
Frontload	Autocar	2011	3	Spare
Frontload	Autocar	2010	2	Spare
Frontload	Autocar	2009	4	Spare
Frontload	Autocar	2008	1	Spare
Frontload	Autocar	2008	1	Spare
Total Frontloaders			40	

Current Inventory of Vehicles and Auxiliary Equipment – Roll-Off / ASL

Type	Make	Year	Qty	Remaining Life
Roll-Off	Peterbilt	2023	2	2033
Roll-Off	Peterbilt	2022	2	2032
Roll-Off	Peterbilt	2021	2	2031
Roll-Off	Mack	2021	1	2031
Roll-Off	Peterbilt	2020	3	2030
Roll-Off	Peterbilt	2019	1	2029
Roll-Off	Peterbilt	2018	1	2028
Roll-Off	Mack	2016	2	2026
Roll-Off	Autocar	2016	2	2026
Roll-Off	Autocar	2015	2	2025
Roll-Off	Peterbilt	2015	1	2025
Roll-Off	Autocar	2014	4	2024
Roll-Off	Autocar	2012	3	Spare
Roll-Off	Autocar	2010	2	Spare
Roll-Off	Mack	2009	1	Spare
Roll-Off	Autocar	2005	4	Spare
Automatic Side Load	Mack-LR	2018	1	2028
Automatic Side Load	Mack-LR	2016	1	2026
Total Roll-Offs/ASLs			35	



New Vehicles to be Used in Contract

Please note: a delivery guarantee letter from our dealer and vehicle manufacturer are inserted on the following pages.

Qty	Vehicle Type	Make	Model	Engine	Year	Capacity	Axles	Condition
13	Automated Side Loader – Split	Battle Motors/ Heil Rapid Rail	LET2	CNG	2024	31 CY	3	New
1	Rear Loader	Battle Motors/ Heil	LET1	CNG	2024	28 CY	3	New
1	Pick Up	Ford	Lightening	EV	2024		2	New
1	Flatbed Liftgate	Peterbuilt	5500	CNG	2024		2	New

Detailed specifications are included in the Form E – Vehicle Specifications. To avoid redundancy, details are not repeated here. Also, please find manufacturer collateral in the Appendix.

Reduction of Air Emissions and Reduction of Wear and Tear on City Streets

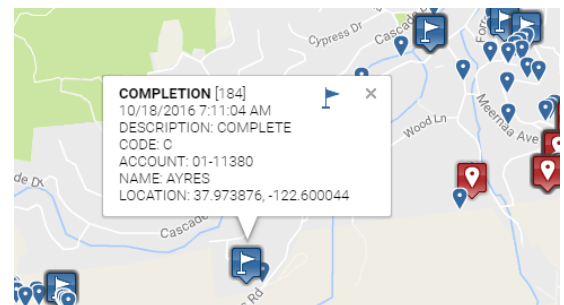
Emissions reductions associated with the use of clean fuel vehicles are well established and easily available through many online sources. This is a good source for additional information: <https://www.epa.gov/vehicle-and-engine-certification>.

The reduction of street wear and tear is optimized through the combined use of the technology described below, as well as human observation and input. Having good data helps us run good, transparent businesses. But even though Atlas uses sophisticated applications to make us more efficient, accountable, and data driven, we know there is no replacement for human oversight and intelligence. Effective route planning is of great importance to reduce the possibility of negative collection impacts to the general public, safety, and the environment. Proper routing is a multi-phase process that reduces vehicle emissions, fuel consumption, traffic, and wear and tear on streets. Mapping and confirming account data, along with route balancing and finalization, are two major components of effective route planning that we employ in every jurisdiction we serve.

Additionally, we will cut emissions and mitigate street wear and tear through our intelligent approach to routing, which is detailed in the pursuant subsection entitled *Route Operations*.

Technology to Track and Monitor Collection

Atlas will utilize Soft-Pak, an integrated software program for Customer Service, Billing, Routing, and Scale Services. To construct the most efficient collection routes possible we will also use our program for route optimizing and balancing, which fully integrates with our routing module to insure the most accurate, and efficient routes possible. This system allows dispatchers to view routes in real time, providing exact positioning of trucks always. Drivers will utilize onboard computing which will display route lists, work orders and account information for every customer on a route. Supervisors also routinely drive routes to document travel paths, ensure continued safety and verify productivity assumptions. Additional information is included on this topic in the subsection entitled *Routing*.



Atlas prefers to hire existing drivers and have them continue to service their current areas because of their familiarity and experience in the community.



DOBBS TRUCK GROUP



9/11/2023

To: Atlas Disposal / Dobbs Truck Center
RE: Rancho Cordova Contract New Truck Purchase

Dobbs Truck Group will need to issue Battle Motors a signed order and a valid purchase order for the Rancho Cordova Contract new truck purchase no later than October 1, 2023. Battle Motors will schedule 14 Chassis to be built in the first week of June 2024 and to be shipped to the Heil by the first week in July 2024.

Heil has agreed to build and install the Rapid Rail ASL and DP5000 rear loader bodies by the middle of November 2024. The finished trucks will be delivered to Atlas throughout late November and early December 2024.

Battle Motors will give the option of cancellation of the order if notified on or before January 15, 2024, without penalty.

Please contact me if you have any questions.

Best Regards,

Ron Thoensen

Ron Thoensen
Sales Representative
Dobbs Truck Group



www.DobbsTruckGroup.com



9/11/2023

To: Atlas Disposal. / Dobbs Truck Center
RE: Order Request Confirmation.

Provided the dealer, Dobbs Truck Center, issues Battle Motors with a signed order and a valid purchase order no later than October 1, 2023, Battle Motors will schedule 14 Chassis to be built in the first week of June 2024 to be shipped to the body company by the first week in July 2024.

Battle Motors will give the option of cancellation of the order if notified on or before January 15th, 2024, without penalty.

Please contact me if you have any questions.

Best Regards,

Bill Boyle

Bill Boyle
Regional Vice President
(918) 430-5837
bboyle@battlemotors.com

BATTLE MOTORS 1951 Reiser Avenue SE, New Philadelphia, OH 44663 p 330-308-6700 f 918-286-2601



Vehicle Appearance

Atlas will work with the City to authorize vehicle paint colors, striping patterns (if any), and identification markings. Preliminarily, Atlas would prefer its Rancho Cordova vehicles to be painted a darker blue, as represented in our new branding featured throughout this document.

Vehicle Maintenance Program

Atlas's preventive maintenance program complies with regulatory standards and manufacturer specifications. Our goal is to keep our equipment running safely and efficiently and looking clean and new. Our fleet will remain clean and green throughout the term of the Agreement.

In maintaining new equipment, only re-refined motor oil and re-refined hydraulic fluid will be used in vehicles. Best Management Practices (BMPs) as relative to heavy-duty vehicle maintenance facilities will be standard procedure. Staff will conduct routine inspections of the maintenance facility and any deviation from BMPs will be corrected by the end of that business day.

We believe the key to a preventive maintenance program is the daily completion of the vehicle inspection report, which is completed by the driver. The driver checks fluid levels and indicates any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable. Mechanics then make any needed repairs before the vehicle goes back onto the route. Furthermore, each vehicle undergoes a 30-day inspection which exceeds the Department of Transportation (DOT) 90-day requirement. Interior and exterior safety devices are inspected, such as instruments and mirrors, and the engine and electrical system are also inspected. Air and fuel lines, the clutch, brake system, and chassis components, such as the drive shaft and universal joints, are also inspected to ensure the vehicle is safe for operating.

Carts

As indicated in this section's *Overview*, Atlas intends to use the carts described herein and detailed in *Section 5 – Forms*.

Atlas and its management team have extensive experience in multiple jurisdictions with the carts we're offering Rancho Cordova. Some of the benefits of our containers include:



- These carts have rounded inside corners which ensure that materials do not get stuck inside and are also easier to clean.
- Lids are tight-fitting
- Labeling/markings will be at the City's discretion. Atlas's only input is that we like cohesiveness between the labeling of the various material streams, and we also think that less is more: People generally do not stop to read detailed instructions on their containers; general/graphically displayed messaging is always better received and heeded.
- Roto molded carts are sturdier. Street aesthetics are extremely important to Atlas. We want Rancho Cordova streets to have a pleasing, uniform, aesthetic.
- We require our cart vendors to use a minimum of 20 percent recycled content in our carts.
- Carts are warranted for ten years, eliminating the financial burden associated with replacing equipment unnecessarily.



Container Specifications

The detailed container specifications the *RFP* requests are included in our *Forms* and the *Appendix*.

Container Maintenance and Management

Containers that require repairs or maintenance will be delivered to our yard and repaired in our container maintenance area, located adjacent to the vehicle maintenance facility. With the exception of painting, the following container maintenance activities will be conducted at our Atlas operations base (see *Facilities*):

- Lid repair/replacement
- Wheel repair/replacement
- Welding of dent/rust spots (for bins and roll-off containers)
- Labeling, if necessary

Response times for repairs will be (5) five days unless it's a safety issue and will be addressed within 48 hours. Typically, rather than repair a container on the customer's premises, Atlas will exchange the cart with a new one.

Route Operations

Atlas calculates and balances routes to ensure maximum productivity and safety are achieved. We exercise caution and common sense when routing around areas where children are frequently present: schools, playgrounds, parks, community centers, and libraries. Atlas routes so that its trucks either service these areas in the early hours or when children are not likely to be outside. Our Operations Supervisor will spend a few weeks prior to the operations start date reviewing, driving, auditing, balancing, and finalizing routes to ensure the most efficient collection system is deployed.

Supervisors also routinely drive routes to document travel paths, ensure safety, and verify productivity assumptions. As spoken to in a previous subsection, Atlas's preference is to hire existing drivers and have them continue to service their current areas due to their familiarity and experience in the community.

All draft routes will be presented to the City for approval well in advance of implementation so there is plenty of time to make adjustments. Adjustments, if needed, will occur within existing route boundary days, so that there is no change to customer collection days. The benefits of Atlas's approach to routing includes:

- Maximization of legal payloads: Routes are configured, and wheel weight distributions expertly engineered on our trucks to maximize payloads and collection activity efficiency and minimize our carbon footprint.
- No idling: All new collection vehicles have an automatic shut-down feature after five minutes of engine idling to mitigate vehicles noise and emissions.
- Quiet: Alternative fuel vehicles produce considerably less noise while idling than a diesel collection vehicle.



This section speaks to regularly scheduled residential and City facilities. The chart below, which provides the City with an overview of the flow of waste, facilities, diversion projections, and operational assumptions, is essentially our narrative. The number of crew members needed, and their assigned tasks is conveyed in the Driver Activity Sequencing information following the *Waste Flow* chart and *Facility Addresses*. Operational assumptions which are summarized in the following chart include all that is required by the City's *RFP*:

- Material types collected.
- Number of vehicles and routes required, by program.
- Number of accounts collected.
- Total number of estimated route hours.

Please note the following:

- Number of vehicle passes per account is dependent upon the services offered. For residential customers, this includes three passes for the three material streams. Our intention is always to minimize disruption to the community through expert routing and the use of CNG vehicles (which produce 1/12th the noise of traditional diesel).
- The benefits of the selected collection equipment are touched upon in summarized in the section following the *Waste Flow Chart*. Much of the City's requested information is also contained in the *Driver Activity Sequencing* protocols, also following.

City of Rancho Cordova Waste Flow and Route Details

Tonnage Estimates

Material Stream	Transfer Facility, Direct Transfer, or Direct Haul	Processing Facility/ End Disposition	Projected Tonnage	Operating Assumptions	No. of Routes	Accounts	Total Route Hours	On-Route Hours
MSW	Direct Haul	Kiefer Landfill	16,565.00	Residential/Cart	5.00	20,409	12,740	10,790.00
			87.00	City Facilities	0.10	5	54	45.74
			48.00	Temp. Roll-Off	0.10	2	36	30.50
			35.00	City Street Cans	0.10	10	75	63.53
Recyclables	Direct Haul	WM - SRTS	5,121.40	Residential/Cart	2.00	20,552	5,096	4,317.00
			28.60	City Facilities	0.10	5	114	96.56
			21.84	City Street Cans	0.10	10	36	30.50
Organics	Direct Haul	Napa Recycling at Yolo Landfill	8,139.60	Residential/Cart	4.00	19,656	10,192	8,633.00
			10.40	City Facilities	0.10	3	10	8.47
Green Waste	Direct Haul	Florin Perkins	3,600.00	Bulky Items	1.00	19,500	2,548	2,158.50



Benefits of Selected Vehicles/Approach

As indicated in the Collection Equipment chart included at the beginning of this section, Rancho Cordova residents will be serviced using automated collection through the application of automated sideloaders and a carted system.

The benefits of Atlas's approach for residential cart collection service includes:

- **Standardization.** Standardization of the fleet in the manner described produces maintenance economies of scale and promotes greater safety, since most drivers will use like equipment. Standardizing the fleet lowers the cost associated with stocking parts for various manufacturers; it also allows maintenance personnel to work more efficiently.
- **Maximum Legal Payloads:** Routes are configured, and wheel weight distributions expertly engineered to maximize payloads/efficiency and minimize Atlas's carbon footprint.
- **Easily Maneuvered.** These collection vehicles are a cab-over, low cab forward style rather than a conventional style, which when combined with the chassis specified, creates excellent maneuverability.
- **Automated Arm:** In the automated mode the driver simply moves the arm using an ergonomically positioned joystick; the arm can move out to twelve feet from the body of the hopper to allow for incorrectly positioned carts. The claws grab the can, and it is returned to the truck and emptied into the hopper. If necessary, the driver can also perform this operation from a safe position outside the cab, should the situation warrant itself.
- **Three Axles:** These vehicles produce less wear and tear on Rancho Cordova streets.
- **Quiet:** Alternative fuel vehicles produce significantly less noise while idling than a diesel collection vehicle idling.

Driver Activity Sequencing – Automated Sideloaders

Automated sideloaders are operated by one professionally trained driver.

The driver activity sequence for automated cart collection is:

- The driver arrives at the service address and checks the route sheet for any notes pertaining to that customer.
- The driver checks for any possible obstructions to making the collection, and checks mirrors and cameras as a safety precaution.
- The driver utilizes two controls to make the collection: the first to position the truck arm such that it is properly aligned to the targeted cart; and the second to engage the grabbing mechanism.
- The driver then returns to use of the first control to lift, empty, and return the cart to its original position. As the cart is being emptied, the driver checks cart contents for hazardous/unpermitted waste via a hopper camera.
- After the cart is replaced, the driver checks the serviced area (mirrors and cameras) to ensure it is clear of any litter and the driver hits the "complete" button on his tablet.
- Collection crews will treat carts with care and will return carts to their original positions after servicing, and drivers will check to ensure carts are upright and the collection area clean before moving forward to the next stop. This simple measure of excellent customer service is an Atlas strength. As always, outreach materials will continually educate residential customers about proper cart placement.



- If the collection is made without incident, the driver continues to the next stop on the route.

Once the truck has reached capacity or the driver has concluded the route, the driver drives directly to the transfer station where the material is screened, accounted for and transferred for disposal/processing/recycling.

For recyclable materials set-outs, Atlas drivers or supervisors will do a periodic visual contamination check of the cart contents. If contamination is visible the cart will be tagged with a Corrective Action Notice informing the customer about how to properly sort materials in the future. Subsequent infractions or ongoing unacceptable levels of contamination will also receive a Corrective Action Notice; however, containers will not be emptied until the correction has been made. As with all Corrective Action Notices and other route events and incidents, this information will be logged into Atlas's customer database and reported to the City.

Single-Family and Multi-Family Cart Collection

Carts will be serviced at residential premises on a weekly or bi-weekly basis (according to the *Franchise Agreement*) utilizing automated collection vehicles described in this section.

Used motor oil and oil filters and household batteries (in clear plastic bags placed on top of the recyclables container), and cooking oil will be collected from residents. Residents who call our Customer Service Representatives (CSRs) to request the Used Motor Oil and Oil Filter Recovery Kit will be provided with kits on their next scheduled collection day. The residents will be instructed to place the kits next to their recyclables container on their collection day.

To collect these items, our collection vehicles are equipped with a special compartment. This compartment provides sufficient space to safely transport used motor oil, filters, and household batteries.

Bulky Item Collection

We will ask our residential customers to contact us by phone in advance to request the bulk item pick up. CSRs will be trained to query customers about the type and amount of materials they plan to discard, and coach them on how to properly prepare and set them out for collection. CSRs will clearly indicate that conscientious sorting is requested to facilitate recycling. The CSR will then create a work order, a postcard will be sent confirming the appointment and relaying program guidelines. Program guidelines will also be posted to Atlas's Rancho Cordova website.

Atlas will use a rear loader for bulky items. We anticipate a high level of participation due to the flexibility of our approach, clear instructions, website promotion, and interactions between CSRs and residents when scheduling services.

Facilities

A letter guaranteeing processing capacity for recyclables processing at Sacramento Recycling and Transfer follows, as do SWIS summaries for both non-Atlas entities listed below.



Hi Dave,

Northern Recycling has capacity for the 8,000 organic tons generated by residents and businesses of Rancho Cordova and guarantees Atlas capacity for Rancho Cordova tons for the term of the Agreement. We currently operate two compost facilities located at Yolo County Central Landfill with available capacity for organics hauled by Atlas Disposal.

Will Kelley
 Resource Manager
 Napa Recycling and Waste Services
 Northern Recycling, LLC
 C: 707-738-3263
 E: Willk@naparecycling.com

<u>Operations Base</u> Atlas Disposal Industries 8565 Unsworth Ave, Sacramento CA 95828 Distance from City Hall: 10 miles Hours: 3am – 10pm	
<u>Recycling Center</u> Sacramento Recycling and Transfer (SRT) 8491 Fruitridge Road, Sacramento CA 95826 Distance from City Hall: 7.8 miles Hours: 8am – 5pm Permitted Capacity: 2,500 TPD Recovery rate net of residuals: In compliance	<u>Materials Accepted</u> Mixed Municipal See also: CalRecycle SWIS Facility Information: https://www2.calrecycle.ca.gov/SolidWaste/Site/Summary/2543 And the following Summary Page from the above site.
<u>Composting Facility</u> Napa Recycling – Yolo County Central Landfill 44090 County Road 28H, Woodland CA 95776 SWIS 57-AA-00001 Distance from City Hall: 26.4 miles Hours: 6:30am – 4pm Permitted Capacity: 1,000 TPD Recovery rate net of residuals: In compliance	<u>Materials Accepted</u> Green Waste Food Waste See also: CalRecycle SWIS Facility Information: https://www2.calrecycle.ca.gov/SolidWaste/Site/Summary/4033 And the following Summary Page from the above site.
<u>Disposal Site</u> County of Sacramento – Kiefer Landfill 12701 Kiefer Boulevard, Sloughhouse, CA 95683 Distance from City Hall: 10.1 miles Hours: 6:30am-4:30pm	



SWIS Facility/Site Summary

Sacramento Recycling & Transfer Station (34-AA-0195)

[Summary](#)
[Details](#)
[Activities](#)
[Inspections](#)
[Enforcement Actions](#)
[Documents](#)

Site Information

Sacramento Recycling & Transfer Station 8491 Fruitridge Road Sacramento, CA 95826 Site Operational Status Active Site Regulatory Status Permitted	Operator Sacramento Recycling and T/S 8491 Fruitridge Road Sacramento, CA 95826 Phone: (916) 379 0550
--	--

Land Owner(s)

Name ↑	Address	Phone
USA Waste of CA, Inc.	8491 Fruitridge Road, Sacramento, CA, 95826	

Local Enforcement Agency (LEA)

County of Sacramento
 Environmental Management Department,
 Environmental Compliance Division
 11080 White Rock Rd Ste 200
 Rancho Cordova, CA 95670
 Phone: (916) 875 8484

Activities

	Activity ↑	Operational Status	Regulatory Status
Select	Large Volume Transfer/P... Facility	Active	Permitted

Recent Enforcement Actions

	Enforcement Action Number	Program	Status
Select	2006-011227-NDI	State	Complete
Select	1993-081379-NAD	LEA	Complete

Recent Inspections

	Inspection Date ↓	CalRecycle Received
Select	8/30/2023	9/1/2023
Select	7/19/2023	7/26/2023
Select	6/21/2023	6/28/2023
Select	5/12/2023	5/17/2023
Select	5/5/2023	6/23/2023
Select	5/5/2023	6/15/2023
Select	4/12/2023	4/21/2023
Select	3/17/2023	3/24/2023
Select	2/24/2023	3/10/2023
Select	1/30/2023	2/23/2023

Recent Documents

	Title	Date ↓
Download	TFR	6/6/2023
Download	E177 Form	6/6/2023
Download	RFI Acceptance Letter	6/6/2023
Download	Termination letter: LEA Approval of the Use of Temp Storage for SRTS Ends on 4/5/2023	4/5/2023
Download	LEA approval of SRTS request to use additional, short term outdoor storage for storing bales of processed recyclables up to 90 days, Expires 4/5/2023	1/12/2023
Download	Written request for approval to utilize short term outdoor storage area to store processed recyclables for up to 90 days due to high moisture content in finished paper product	1/5/2023
Download	Public Notice of Amendment to the Report of Facility Information/Transfer Processing Report	11/9/2022
Download	LEA Acceptance letter of Amendment to the Report of Facility Information/Transfer Processing Report	11/9/2022
Download	Accepted Report of Facility Information Amendment Application form E-3-77, Received on 10/25/2022	11/9/2022
Download	Updated Transfer Processing Report (Report of Facility Information Amendment) Revised November 2022	11/8/2022



8491 Fruitridge Rd.
Sacramento, CA 95826
(916) 737-4863

Atlas Disposal
Dave Sikich – President

September 12, 2023

Dear Mr. Sikich:

To follow up on our recent discussion, USA Waste of California, Inc's SRT MRF has current capacity to accept at least 30 tons per day of single stream materials, subject to negotiation of a processing agreement. Feel free to contact me if you have any questions.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Angel Diaz".

Angel Diaz
District Manager

Angel Diaz

cc:

Eric Lynch
Fabian Gillooly

THINK GREEN:



GreenWaste Florin Perkins Recovery facility has capacity for the bulky item tons generated by residents and businesses of Rancho Cordova and guarantees Atlas capacity for Rancho Cordova bulky item tons for the term of the Agreement.

Regards,



Abel Pereira
GreenWaste | General Manager

Office (916) 443-5120 | Mobile (408) 786-8383
4201 Florin Perkins Road, Sacramento, CA 95826

www.greenwaste.com



SWIS Facility/Site Activity Details

Yolo County Central Landfill (57-AA-0001)

Summary

Details

Activities **5**Inspections **830**Enforcement Actions **1**Documents **376**

Activity

Composting Facility (Mixed)

Category

Composting

Regulatory Status

Permitted

Classification

Solid Waste Facility

Operational Status

Active

Inspection Frequency

Monthly

Max. Permitted Throughput

1,000

Volume Unit Type

Tons per day

Remaining Capacity

--

Remaining Capacity Date

--

Max. Permit Capacity

208,000

Capacity Unit Type

Cubic Yards

Total Acreage

38.00

Disposal Acreage

--

Permitted Elevation

--

Elevation Type

--

Permitted Depth

--

Depth Type

--

WDR Landfill Class

--

Waste Types

Green Materials

Food Wastes

CalRecycle Contact: [Alyssa Williams](#) (916) 341-6066
[← Back](#)



Safety

Atlas has worked hard to develop a strict culture of safety that is continuously refined and improved. Safety is everybody's business at Atlas, however, it's our drivers that are out on the street every day and we take that very seriously. We strive hard to maintain a healthy and safe workplace for all employees. All required safety postings and signage are displayed in high-traffic employee areas. Posting and signage are in both English and Spanish and include a variety of safety reminders, upcoming safety events, and employee rights and benefits. We implement an ongoing and cohesive safety and training program that encompasses the following key elements:

New Employee Orientation

New employees are required to read and show comprehension of the following training documents:

- Employee Handbook
- Safety Policies and Procedures Manual
- Injury and Illness Prevention Program (IIPP)
- DOT Alcohol and Drug Booklet and Testing: Drivers are required to take and pass pre-employment and post-accident drug and alcohol tests, as well as both random and reasonable suspicion drug and alcohol tests and will be enrolled in the DMV employer Pull Notice Program.

It's important to again emphasize that Atlas is dedicated to hiring qualified displaced workers who are interested in employment with Atlas. We will make contact early on with these employees to answer any questions about employment opportunities and we will communicate key dates associated with our hiring process. As indicated in Atlas's *Transition Plan*, we will host a job fair which kicks off the official recruiting process and provides information to aid decision-making for employees.

Safety Meetings

Every Thursday morning before the drivers begin their routes Atlas holds a safety meeting (or briefing). One meeting each month we cover the OSHA required annual training (Confined Space, Emergency Procedures, Employee Responsibilities, Fire Safety, Fleet Vehicle Safety, Haz-Com, Lock-Out/Tag-Out and Safe Operating Procedures). During the other meetings we cover more current safety issues as well as review of other safety items. Example: Rain and Hydroplaning, Driving in the Fog, Holiday traffic, School's back in – watch for children, Safe operating procedures, Misjudged Clearances, and another other relevant safety topic.

Driver Observation

A form is used to document follow up training on new hires that we perform at 30, 60 and 90 days after their hire date. Atlas also uses this form to document follow up training or check rides after drivers are involved in any driving accidents. In addition, we use this form on a regular basis to document observations and check rides with drivers to make sure they're still operating safely and efficiently.

Accident Repeater Policy

Atlas has a policy which outlines the standards for driver performance with relation to preventable accidents and the disciplinary action for not meeting the standards.

DMV Pull Program

Anytime one of our drivers has any activity on their driving records they send us a copy, as well as sending a copy annually. We review and sign each record, and deal with them accordingly as necessary.



Alcohol and Drug Testing

All new employees are subject to a pre-employment background check and drug test. We will also perform alcohol and drug testing per the DOT's testing guidelines in accordance with state and local rules.

Pre-Employment Testing

We require alcohol and drug testing after making a job offer, prior to commencement of work.

Post-Accident Testing

Alcohol and drug testing is required as soon as possible after any accident involving any employee and we reserve the right to continue testing attempts up to 32 hours after the time the accident occurred, in accordance with state and federal guidelines.

Random Testing

All employees who drive Company vehicles are subject to random alcohol and drug testing.

Reasonable Suspicion Testing

As allowed by California law, we will require alcohol and drug testing based on a supervisor's personal observations of the employee's appearance, behavior, speech, performance, manner, and/or body odor. Likewise, we provide training for Managers and Supervisors on identification of symptoms and behaviors of alcohol and/or controlled substance use or abuse.

Return-to-Work Testing

In the case where an employee has taken a leave of absence to participate in an approved drug or alcohol abuse rehabilitation program, the employee must submit to alcohol and drug testing prior to returning to work. Refusal to submit to alcohol and drug testing may result in immediate termination. An outside firm will manage all testing.

Hazardous Waste Screening Protocol

The goal of our Hazardous Waste Screening Protocol is to prevent hazardous or unpermitted waste from entering the waste stream through our collection operations and/or safely manage forbidden waste inadvertently collected. Fully automated collection systems protect drivers from coming into direct contact with wastes; however, these systems make it more challenging to detect hazardous or unpermitted wastes from entering the vehicle. In order to detect and deter hazardous waste, we have developed the following programs and training for drivers and operations personnel.

Hazardous Waste Inspection Program and Training

All drivers are trained to identify hazardous waste and are reminded about the importance of our hazardous waste screening protocol at safety meetings. We also include identification training of hazardous and unpermitted wastes with special emphasis on hazardous wastes, flammable, combustible, and explosive materials. We also educate customers about hazardous and unpermitted wastes through our outreach materials and interactions with the community.

Response to Identification of Hazardous / Unpermitted Wastes During Collection

If hazardous / unpermitted wastes are found prior to collection, the container will not be collected, and a notice will be attached detailing the reason for the non-collection. Every occurrence will be documented, and the driver will provide proper hazardous waste handling and disposal procedures to the customer. If hazardous / unpermitted waste is found in a collection container or area that could possibly result in imminent danger to people or property, drivers are instructed to immediately contact the Fire Department. If any hazardous / unpermitted waste is disposed in the waste stream, immediate and appropriate action will be taken to contain



and remove it. Our risk management team maintains OSHA qualified onsite responders to hazardous materials incidents and periodic training is provided to ensure skill proficiency.

The following procedure is used for identifying and handling hazardous / unpermitted waste by drivers:

- Notification of hazardous/unpermitted waste disposed of in the waste stream is communicated to Supervisors.
- Simultaneous contact will be made with the maintenance department for the spill response team to assemble and disburse.
- Coordinating instructions will be issued and executed.
- Trained personnel will be assigned the task of inspecting any materials suspected of containing hazardous/unpermitted waste. Inspection involves identification of both labeled and unlabeled hazardous/unpermitted waste containers and materials.
- Proper emergency response agencies will be notified if oversight and assistance is determined necessary to ensure public safety.
- An appropriate course of action and customer education based on the seriousness of the waste involved will be decided upon and taken.

The following procedure is used should the driver determine without any question or doubt that the unpermitted waste is not hazardous:

- The unpermitted / non-hazardous item will be removed, placed safely back onto the premises, and tagged with a non-collection notice indicating the reason.
- The driver will immediately call dispatch and report the incident, including location and time the item was detected.
- Dispatch will relay this information to a Customer Service Representative (CSR).
- A CSR will contact the customer to inform them of the event, why the item was left, direct them to proper alternatives for handling or disposal of the item, and respond to any questions the customer may have.

Spill Response Plan

If hazardous materials are spilled or a hazardous materials container is accidentally broken, the Supervisor will be notified immediately, and the collection crew will make every reasonable effort to safely contain the spill. After inspection by the Supervisor, the materials may be cleaned up by the collection crew, or in the case of a serious or dangerous hazardous waste spill, a specially trained and equipped hazardous waste contractor using State and Federally approved methods will be deployed. The Supervisor will maintain all necessary emergency response, notification, and response procedure records.

Fire Reporting and Response Plan

These guidelines are to be followed in the event a vehicle fire breaks out in the body of the collection vehicle. These types of fires can be caused during compaction where hazardous or combustible materials are inadvertently and unknowingly collected. Driver Responsibilities Include:

- Identifying origin of fire: whether it is related to the electrical system, the motor, or the hopper.
- Immediately calling dispatch, then 911 for Fire Department Response.



- Continuing to sweep the blade or using the packer if the fire is inside the truck body until you have found a safe place nearby to safely eject the load.
- Avoiding the ejection of loads near schools or shopping center parking lots, near businesses, on the freeway, or near trees or overhead wires.
- Keeping devices clear for emergency communications.
- Staying calm, knowing that the Fire Department and a Supervisor will be there shortly.

Driver Training

It's important to again emphasize that Atlas is dedicated to hiring qualified displaced workers who are interested in employment with us. We will make contact early on with potentially displaced employees to ease any trepidation they may have over employment opportunities, and we will communicate key dates associated with our hiring process.

The following information constitutes the framework for the onboarding of new employees. For non-driving positions, the material for those sessions is substituted out for material appropriate to the position. Customer service representatives are coached extensively throughout the training process and are continually reviewed to ensure world class customer service.

Module 1 Content

- Introduction to the Company by partners
- Tour of facility and locker assignment
- Comprehensive overview of training sessions
- Initial paperwork (bilingual assistance is available)
- Records check to ensure accuracy of intake forms
- License and medical card check
- Further instructions and on-site physicals

Module 2 Content

- Review of Company policies and procedures
- Distribution and acknowledgement of Employee Handbook
- General safety presentations

Module 3 Content

- Spill Response Procedures
- Fire Response Procedures
- Unpermitted Waste Screening Protocol
- Pre-Trip & Post-Trip Inspections
- On-Route Safety Procedures
- Accident/Incident Reporting

Module 4 Content

- Equipment introduction and demonstration
- Small group training
- Additional hands-on training as necessary

Module 5 Content

- Route paperwork distribution
- Day One: step-by-step discussion
- Review of safety and policy procedures

Employee Work Performance

Once initial training is complete, and the drivers have demonstrated a thorough understanding of our safety program and training documents they are evaluated and assessed to make certain all safety procedures are understood and followed correctly.

**Experience Modification Rating (E-MOD):**

Bureau Number 2-70-38-55-R

Effective Date 07/01/2019 Issue Date 03/26/2019

Experience Modification **92%** Insurer NATIONAL INTERSTATE INS CO Insurer Group AMERICAN FINANCIAL

Effective Date: 07/01/2020 Issue Date 03/28/2020

Experience Modification **91%** Insurer VANLINER INSURANCE COMPANY Insurer Group AMERICAN

Effective Date: 07/01/2021 Issue Date 03/28/2021

Experience Modification **90%** Insurer VANLINER INSURANCE COMPANY Insurer Group AMERICAN

Effective Date: 07/01/2022 Issue Date 03/24/2022

Experience Modification **107%** Insurer VANLINER INSURANCE COMPANY Insurer Group AMERICAN

Effective Date: 7/1/2023 Issuer Date 6/22/2023

Experience Modification **107%** Insurer VANLINER INSURANCE COMPANY Insurer Group AMERICAN

Total Incident Rate (TRIR):

2018: 6.19%

2019: 6.03%

2020: 10.20%

2021: 6.72%

2022: 9.74%

DART Incident Rate (DART):

2018: 6.19%

2019: 7.75%

2020: 8.50%

2021: 6.72%

2022: 9.74%

Vehicle Accident Recordable Rate (VARR):

2018: 4.54%

2019: 10.55%

2020: 2.22%

2021: 3.22%

2022: 3.07%

New Employee Orientation

- Facility walk through and familiarization
- Safety Videos – watch and discuss the following;
 - Employee Safety Orientation & Responsibility
 - Lock-Out/Tag-Out
 - Confined Space Hazards
 - Blood Borne Pathogens
 - Fire Extinguisher Safety
 - Right-To-Know Hazcom Training
 - Sexual Harassment – Serious Business

Training Procedures Roll Off and Frontload

- This form is completed by the driver trainer & trainee during the training period. Roll off drivers usually get 3 to 5 days training, and front load drivers usually get 2 to 4 weeks training depending on the individual.

Driver Observations

- This form is used to document follow up training on new hires that we perform at 30, 60 and 90 days after their hire date.
- We also use this form to document follow up training or check rides after drivers are involved in any driving accidents.
- In addition, we use this form on a regular basis to document observations and check rides with drivers to make sure they're still operating safely and efficiently.

Safety Meetings

- Every other Thursday morning before the drivers begin their routes, we hold a 30-minute safety meeting. One meeting of every month we cover the OSHA required annual training (Confined Space, Emergency Procedures, Employee Responsibilities, Fire Safety, Fleet Vehicle Safety, Haz-Com, Lock-Out/Tag-Out and Safe Operating Procedures). The other meetings we cover more current safety issues as well as review of other safety items. Example: Rain and Hydroplaning, Driving in the Fog, Holiday traffic, School's back in – watch for children, Safe operating procedures, Misjudged Clearances, etc.

Ten Points of Safe Driving

- These are 10 easy to memorize rules of thumb that every driver is required to memorize and demonstrate while driving.

Accident Repeater Policy

- This policy outlines the standards for driver performance with relation to preventable accidents and the disciplinary action for not meeting the standards.

Authorized Employee Policy

- Defines who is allowed to operate or ride in company vehicles.

Frontload & Roll Off Bonus Programs



- These two programs are designed to reward employees for safety as well as other job duties by safety being the qualifier. If driver has any preventable accidents, injuries or moving violation he is not eligible for any bonus.

Workplace Injury Illness Prevention Plan

- As required by OSHA to reduce accidents and injuries and to provide a safe and healthful workplace.

Random Drug and Alcohol Testing Program

- This program is required by the Department of Transportation.

Commercial Employer Pull Notice Program

- This program is through the Department of Motor Vehicles. Anytime one of our drivers has any activity on their driving records they send us a copy, as well as sending a copy annually. We review and sign each record, and deal with them accordingly as necessary.



Reporting

Detailed SB 1383 and Applicable Law Monitoring/Reporting

Because this is primarily a residential collection services contract, Atlas will ensure that all customers have access to the required containers and the information necessary to properly comply. See also our *Education and Outreach Plan* later in this section. Atlas will also work with the City to ensure it has the proper containers and information needed for compliance. The chart below shows from where information for reporting purposes is derived through various systems and modules.

Required Data	Source of Data	Format	Frequency	Comments
AB 939 and Diversion Goals	Soft-Pak	Electronic transmission of Excel spreadsheet	Annually	Direct download from Soft-Pak to approved report format.
SB 1383, AB 1594	- Weight tickets from Organics Facility - Reconciliation process to verify.	Electronic transmission of Excel spreadsheet	As required.	In approved report format.
SB 1383, AB 341 and AB 1826 compliance	Soft-pak Customer Service Module and logged outreach, education and monitoring Excel spreadsheet	Electronic transmission of Excel Spreadsheet	Real time. Annually	Direct download from Soft-Pak to approved report format.
Tonnage Records: MSW	Soft-pak	Excel Spreadsheet transmitted electronically	Real time, Quarterly	Direct download from Soft-Pak to approved report format.
Tonnage Records: Recyclable Materials	Soft-pak	Excel Spreadsheet transmitted electronically	Real time, Quarterly	Direct download from Soft-Pak to approved report format.
Tonnage Records: Organic Materials	Soft-pak	Excel Spreadsheet transmitted electronically	Real time, Quarterly	Direct download from Soft-Pak to approved report format.
Tonnage Records: Recyclable Materials residuals for disposal	Soft-pak	Excel Spreadsheet transmitted electronically	Real time, Quarterly	Direct download from Soft-Pak to approved report format.
Service Recipient Complaints and Dispute Resolution	Soft-pak Customer Service Module	Excel Spreadsheet transmitted electronically	Real time, Quarterly	Direct download from Soft-Pak to approved report format.
Public Outreach and Education Activities	Hand entered Public O&E Tracking Excel Spreadsheet log	Excel Spreadsheet	Real Time, Annually	Data will be entered in approved report template
Marketing of Materials	Hand entered Excel Spreadsheet log	Excel Spreadsheet	Annually	Data will be entered in approved report template
Quarterly Reports	- All information above - Atlas sources as indicated above - Atlas logbooks			



Required Data	Source of Data	Format	Frequency	Comments
Annual Reports	- Quarterly Reports - Atlas sources as indicated above - Atlas logbooks			
Customer Account data	Soft-pak Customer Service Module	Excel Spreadsheet transmitted electronically	Quarterly	Direct download from Soft-Pak to approved report format.

Customer Service Plan

Atlas is committed to providing excellent customer service to our new customers and friends in Windsor with the utmost professionalism and courtesy from all Customer Service Representatives (CSRs), drivers, and management staff. At Atlas customer service is everyone's bottom line job and we strive to always behave accordingly.

For this new contract, Atlas will assign three CSR dedicated to serving Rancho Cordova customers, and six additional CSRs to ensure ample coverage. Furthermore, all CSRs will be briefed on Rancho Cordova contract parameters, and will have a tabbed and annotated copy of the *Franchise Agreement* for their reference at any time.

Atlas utilizes Soft-Pak as the backbone for customer service operations because it offers a multitude of benefits, including:

- It is optimized for the waste industry.
- It is easy to use while containing multiple and dynamic features.
- Allows hierarchical data structures that add security and the ability for read only access.
- Offers support 24/7 so someone is always able to help with issues.

Ensuring customers are satisfied with our services nearly eliminates customer concerns and unnecessary phone calls. To increase overall program effectiveness, customer satisfaction and interaction is key. Soft-Pak integrates all aspects of our collection, routing and billing operations to seamlessly and efficiently provide excellent customer service.

Utilizing Soft-Pak, Atlas can collect data that allows us to itemize specific issues for our operations team so they can monitor issues and ensure that any operational issues are handled and remedied quickly. A few examples of the issues and resolutions that we experience and specifically track include the three most common, described below:

Missed Collections

Atlas's goal is to have zero missed pickups. Our policy is that as long as we still have a driver in the area at the time a missed pickup is reported, we will return to service the customer that day. In the event we have left the area, we will send our Supervisor to get the missed items. On the rare occasion that we are unable to pick up the material on the same day, we will either pick up the material the next day or pick up double the material the following week, at the customer's discretion.

Noise Complaints

Noise complaints tend to occur when we have an intersection of commercial routes near residential areas. We have found by working with customers and jurisdictions, we are usually able to re-route services to prevent noise



complaints. We make every effort to service all commercial businesses abutting residential areas later in the day. With a CNG-powered fleet, noise complaints are rare.

Non-Collection Notices (NCNs)

NCNs for cause include contamination, improper set out or other action that would prevent collection. Drivers are sent out with NCNs that have two corresponding parts: one that is left with the customer and another that is submitted to dispatch. Communicating in a written manner and annotating all communication in the Soft-Pak system allows us to make sure we are informing our customers in a timely manner. If the customer contacts us regarding the NCN, CSRs can quickly lookup the exact reason for non-collection and provide appropriate assistance.

Customer Service Hours

Located in Rancho Cordova, our office will serve as the hub for our Customer Service Call Center, Billing, Human Resources, and Management teams. Our office warmly welcomes the public during standard business hours, from **7 am to 4:30 pm, Monday through Friday**. To facilitate direct communication with our local team members, a toll-free phone number will be provided for customer inquiries.

Also, for the convenience of our community, we extend **round-the-clock access** to a range of online resources. These include:

Website - with links to redirect customers to online resources.

Online Bill Pay - view invoices, make one-time payment, set up recurring payments, etc.

Collection Schedule - Look up service day, view holiday hours, collection events, etc.

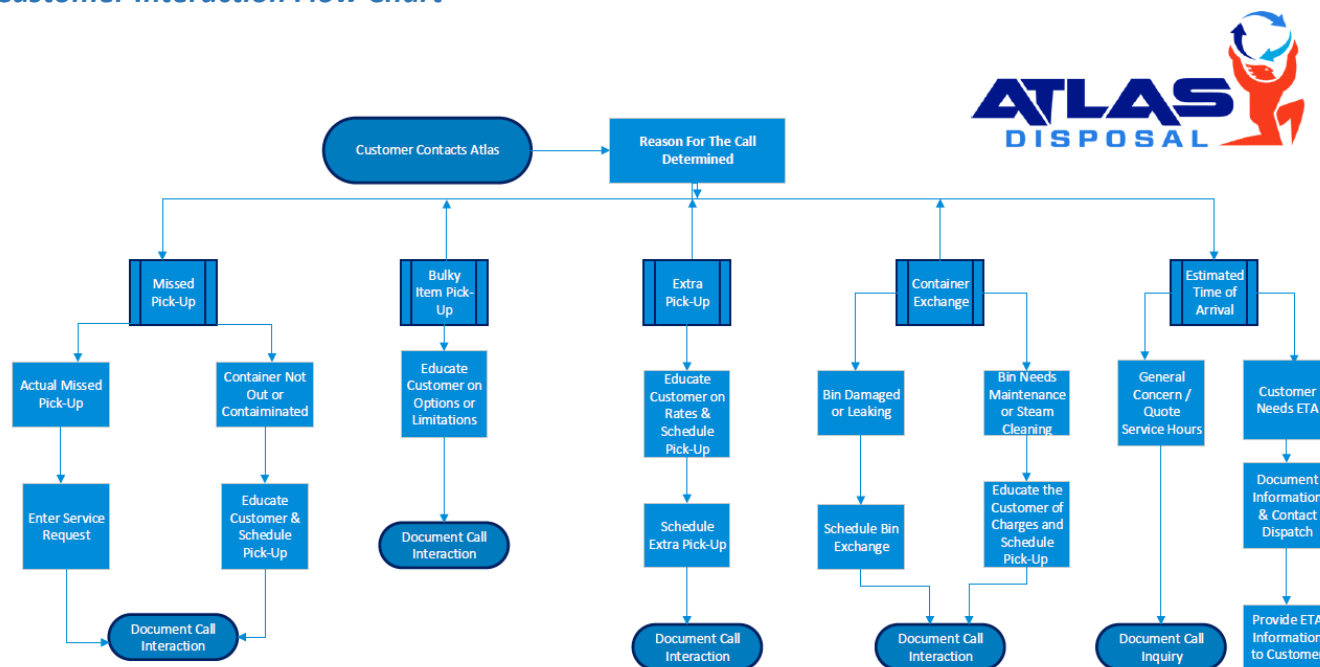
Protocols for Receiving and Acting on Customer Calls

When a call comes into Atlas's local call center, they will be greeted with the option to select English or Spanish. For the new contract, we will also establish a toll-free number and incoming call guidelines outlined in the *Franchise Agreement*. Atlas strives to for average hold times of 30 seconds or less but will provide customers with a call back option on a first come first-served basis for those who cannot wait to speak to a CSR.

The chart on the following page outlines how Atlas processes phone calls and generates work orders to ensure the highest level of customer service.



Customer Interaction Flow Chart



Service Recipient Billing

Residential customers are invoiced on a bi-monthly basis, as is the current practice in Rancho Cordova. Customers can elect to receive printed statements or subscribe to environmentally friendly electronic invoicing should they wish to receive their billing statement via email.

For customers' payments, our goal is to provide safe, reliable, time-saving payment options. Customers may submit payment by:

- Using our free Online Bill Pay service, which allows customers to make a one-time payment or set up recurring payments.
- Mailing a check.
- Dropping payment off at our office with a CSR during business hours.
- Make payment by phone.

Billing Changes

Any changes to collection services (or receipt of payments) mid-bill cycle are pro-rated and any credit or balance due is reflected on the customer's next bi-monthly invoice.

Billing Disputes

Should a customer have questions about their invoice they can call or email our office to discuss their concern. Each billing dispute is reviewed, and credits are issued as needed. Should an inquiry require additional review, these cases are brought to management for a quick resolution.



Additional Information – Customer Service

To enhance accessibility and transparency, our local phone number, our company name, website details, and a unique Collection Vehicle Identification number will be prominently displayed on all vehicles. This information will also be featured on all materials distributed to customers and will be accessible on our official website and social media platforms.

Diversion Plan

Atlas's approach to meeting the City's 75 percent diversion goal is practical, comprehensive, and measurable. Based on our experience, the first two contract years will see the largest diversion increases, with a steady increase in diversion year over year of the contract. Getting materials sorted into the proper containers is the most fundamental step in achieving great diversion. Everything Atlas does is to achieve this basic objective. The following elements of our approach are designed get us across the 75 percent diversion line as quickly as possible:

- Holistic, comprehensive, and continually refreshed *Public Education and Outreach Plan* (please see that section). This is facilitated by a full time Education and Outreach Manager.
- Proper data capture, tracking, monitoring, and reporting (please see the previous subsection).
- Use of responsibly managed recycling/processing facilities.

Diversion Facilities

To avoid redundancy, please refer to the previous *Facilities* subsection. Those facilities will be utilized to achieve the results documented below.

Diversion Milestones

Atlas has documented the diversion we believe is achievable based on all of our programmatic offerings and initiatives, which center around continual outreach, education, community involvement, and our core competency of operational integrity. All these elements are described throughout this proposal, in the *Transition Plan* and *Education and Outreach Plan*.

Year	Total Collected Material (Tons)	Projected Diversion (Tons)	Notes
2025	33,657	17,121	50.87%
2026	35,160	19,338	55%
2027	35,633	20,311	57%
2028	35,845	21,399	60%
2029	36,211	22,596	62%
2030	36,316	23,642	65%
2031	36,412	24,687	68%
2032	36,493	25,727	71%
2033	37,139	27,186	73%
2034	37,813	28,473	75%



Contamination Reduction

To reduce contamination, Atlas will monitor for contamination at every possible point of inspection:

- **Collection Points**

Our dedicated education and outreach manager will do a lot of methodical lid-flipping. Day by day, route by route we will seek out contamination and address it, in a very friendly but consistent way. Our ultimate contamination inhibitor is, of course, our *Corrective Action* or *Non-Collection* notices—which are one in the same depending on whether we’re tagging and taking the materials (little contamination) or tagging and leaving the materials (excessive contamination).

- **Service Guidelines, Labeling, Website Directives, and Community Events**

Continual reinforcement of what goes where through every possible medium will reinforce good recycling behaviors and reduce contamination.

- **Load Checking**

With the onset of SB 1383 and the full suite of recycling/processing legislation in California, Atlas will receive load check data from the facilities it accesses and will ensure that the information received is used to address contamination trends and inform our education and outreach strategies going forward.

Emissions Reductions, Environmental Stewardship, and Other Supportive Practices

Please also refer to the previous *Vehicles* and *Routing* sections of this *Technical Proposal* for information on minimizing emissions and reducing street wear and tear in Rancho Cordova. This additional information is offered.

Emissions Reduction

Atlas intends to procure and use only vehicles powered by Renewable Natural Gas (RNG). As previously stated, Refuel Energy Partner’s fueling station was the first in North America to utilize anaerobic digestion technology to create RNG for transportation fuel. Atlas, the parent company of Refuel Energy Partners, was the first private fleet in the greater Sacramento area to start using natural gas-powered vehicles in 2007. By May 2012 we had enough trucks to support our own station and Refuel Energy was born.

Natural gas cuts greenhouse gas emissions and Renewable Natural Gas (RNG) is carbon negative. Natural gas has many sustainability benefits, including up to 20 percent lower well-to-wheel greenhouse gas (GHG) emissions and 27 percent lower CO₂ emissions than petroleum, when using virgin natural gas. The benefits shine when using RNG made with biogas. RNG can help fleets reach sub-zero GHG emission levels because producing RNG captures biogas, like methane, which would have otherwise been emitted into the atmosphere through natural decomposition. This biogas comes from the fermentation of organic waste such as food waste, human waste, and animal manure in industrial digesters. This represents a great story to convey to the residents of Rancho Cordova to motivate organics recycling participation.

Additionally, the route optimization initiatives that Atlas has described throughout this proposal will further reduce emissions and street wear and tear in the City.



Environmental Stewardship

Atlas is dedicated to achieving high diversion through the methodical, case-managed program where customers receive whatever amount of assistance is needed to produce the desired diversion and resource recovery levels. Atlas's community involvement through education, outreach, and alliance building is our greatest passion and supports the City's ultimate goal of 75 percent diversion. Our duty is to engage and educate our community in achieving this goal, which is an important aspect of reaching it. Atlas's comprehensive *Education and Outreach Plan* is designed to create and maintain momentum and continuously mine the waste stream for new materials to divert as they emerge.





Education and Outreach Plan

Atlas offers a diverse communications strategy to engage citizens to embrace a culture of resource conservation. To reach most customers, we offer a variety of means of communication modalities.

- Attendance at, participation in, and sponsorship of community events and activities.
- Our continually refreshed website.
- Social media postings.
- Direct mail campaigns.
- Paid advertising.
- Billing inserts.
- School assemblies.
- Presentations to the City, community groups, and organizations.

Our programs respect the busy lives most people lead. Communications will be thoughtfully planned with on-target messaging that is always relevant to the audience.

WHAT BELONGS IN THE GARBAGE?	WHAT BELONGS IN THE RECYCLING?	WHAT BELONGS IN THE ORGANICS?
Non-recyclable paper - Laminated items - Carbon paper and photographs - Padded envelopes - Vacuum bags Non-recyclable plastics - Plastics labeled through - Plastic bags - Film plastics and plastic wrap - Snack wrappers - Straws - Bubble wrap Non-recyclable glass - Ceramics and dishware - Mirrors - Window or tempered glass - Non-fluorescent light bulbs Other - Diapers - Feminine products - Styrofoam - Clothes hangers - Hoses and tarps - Sponges - Textiles - Treated wood - Pet waste	Paper products - Office paper, mail, and envelopes - Newspaper - Paper bags - Cardboard boxes (broken down) - Magazines Plastics labeled through - Bottles (beverage, condiment, etc.) - Containers (detergent, shampoo, etc.) Aluminum and metal - Food and beverage cans - Small scrap sheet metal - Metal pots and pans - Clean aluminum foil Glass bottles and jars (all colors)	Food scraps (frozen, fresh, or spoiled) - Meat and bones - Fruit - Vegetables - Bread and pasta - Egg shells - Dairy products - Coffee grounds - Seafood Food-soiled paper - Coffee filters - Pizza boxes - Used napkins - Paper take-out containers - Tea bags Yard trimmings & green waste organics - Floral trimmings - Small branches & stems - Leaves & grass - Sawdust/non-painted wood
NO organics or recyclable materials NO construction or demolition materials NO hazardous waste NO appliances, TVs, or electronic waste NO paints NO tires	Recycling must be clean, dry, empty and loose (not bagged) NO plastic bags NO film plastics NO styrofoam NO food scraps or food-soiled paper NO wood	ONLY use certified compostable bags NO glass, metal, styrofoam, or plastic NO liquids, grease, or oils



Residential Recycling and Organics Program Outreach and Education

Each customer receives several outreach materials annually to help them sort materials better, reduce waste, and potentially save money. Materials will also distribute public libraries, city hall, Police and Fire Departments, Chambers of Commerce and Community Bulletin Boards to reach more of the community. Below is a list of the items sent via mail.

- An easy-to-read bill that shows all services included in their monthly rate.
- New Service Guides are distributed to all new customers that include:
 - Hours of operations and contact numbers.
 - Curbside recycling procedures.
- Direct mailers include:
 - Service Guidelines
 - Postcard reminders
- Billing Inserts that include messaging on how to source separate using curbside containers, how to decrease waste and potentially save money, save the date for curbside clean-ups, and on-call bulky item collections.

In addition to mailed information, the Atlas website will contain complete information on all service offerings, a link to the online bill pay portal, and links to online inquiry forms. Customers can ask general questions about services and bills, request and change services, and send compliments and complaints electronically.

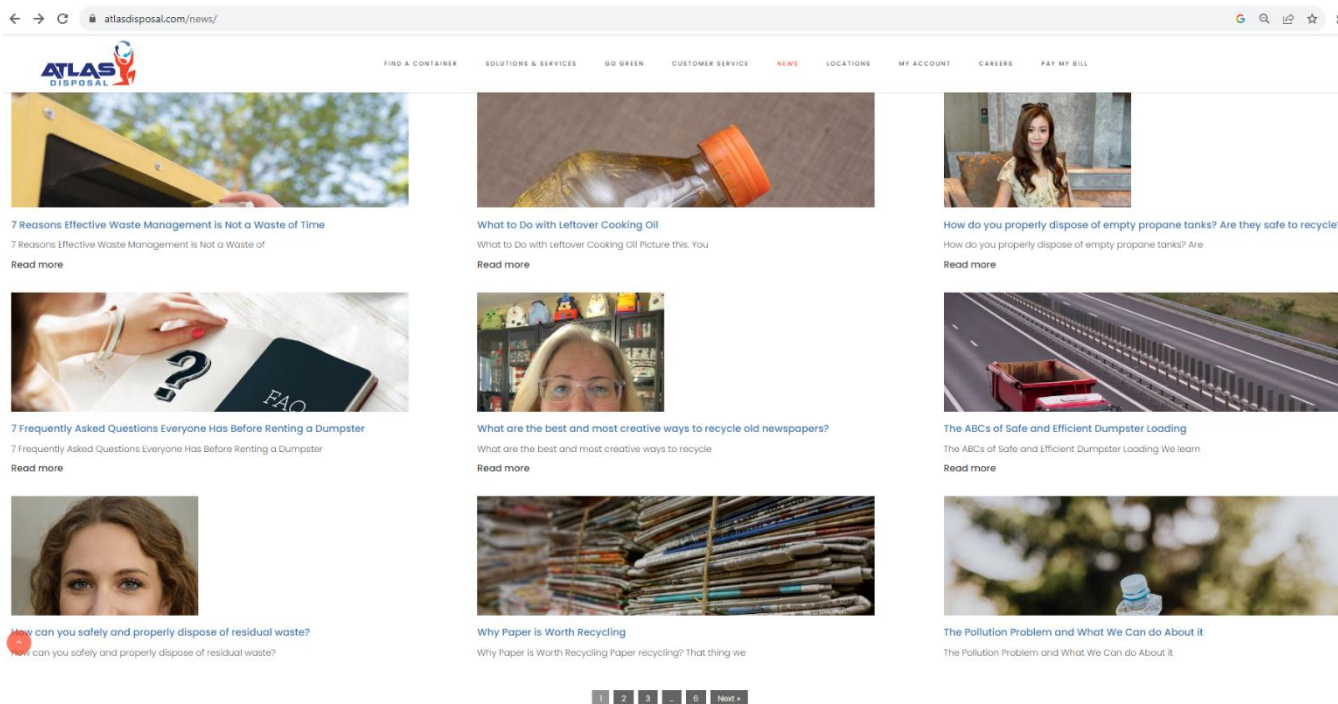
Atlas Website

Atlas's Rancho Cordova website will provide customers with the following customer self-management tools:

- Schedule services: on-call bulky item collections, extra/overage collections, service level changes, debris box service, and service terminations.
- Online bill payments.
- Find answers to Frequently Asked Questions.
- Review current rates and service guidelines.
- Access current and past outreach materials.
- File concerns.
- Contact CSRs via email.



Using an online application (a subprogram to the Soft-Pak software system) Atlas will be able to offer customers the ability to view and pay statements and invoices online, view their service history, and decide how they would prefer to receive educational and billing information. The Soft-Pak system tracks the number of web-based bill payments per month which is included in reports to each jurisdiction.



A Value Add for Rancho Cordova

Social media is another way Atlas will educate the public. Customers can follow us on City-approved channels. Also, in-person education is an important way to engage with the community and foster positive behavior change. The education and outreach manager will also respond to requests for presentations to neighborhood associations and community organizations and groups.

If the City allows, we will take over the use of the existing domain www.ranchorecycles.com (currently redirecting to the City website) to develop an online center for sustainability information in the City, not only for waste, recyclables, and organics collection services, but also a place to highlight the work of partners like Soil Born Farms, The Food Locker, and waste diversion at City Facilities.

Atlas also proposes to pay for, maintain, and promote use of the *Rancho Recycles* application, built upon the Recollect platform. We believe there is tremendous upside for the City through expanded participation of this application, both in the area of recycling engagement and to enhance the quality of life for all residents through the promotion of sustainable practices.

Should the City choose to terminate the subject contract with Atlas, Atlas will hand over, at no charge, website, and all Rancho Cordova specific branding materials for the City to own and reassign, if it so chooses. This way,





regardless of who the City's future waste services provider may be, Rancho Cordova will have a long-term cohesive, identifiable branding campaign to build upon.

Education of Children

Children are our future, and Atlas takes this role seriously. Each fall we will reach out to schools with a formal offer to provide education to their students. We won't pretend that we're scientists, but we will present information on resource recovery and action steps which can be taken to make their community better. Children have strong consciences and are great advocates for the environment. Engaging and enrolling them at a young age strongly supports the advancement of sustainable communities. And we strongly support that.

At the start of the school year, information is made available to every school on the services we offer including the composting program. The following services are provided to schools at no cost:

- Onsite evaluation of recycling needs.
- Waste audits to help schools know what recyclables are still being thrown in the trash.
- Signage, stickers, and curbside containers to help with source separation.
- Educational lessons and assemblies upon request.
- Source separation trainings.
- Guidance on waste reduction planning.

Plan Summary

Components of the initial outreach and education plan, which are also the components of an ongoing plan are conveyed in the summary chart on the following page. Following that is a more detailed schedule of plan components which we will use as the basis to create out initial plan, to be refreshed annually. Note: all customers may receive billing inserts produced by the City as desired or needed on a schedule and format that is acceptable to the City.



Public Education and Outreach: Residential Education and Outreach Programs

All printed materials also to be posted to the Company's website.

Task	Description	Purpose	Distribution/Frequency
START- UP			
1	Introductory Announcement	Announce contractor transition and introduce EVE to customers. Provide contact and resource information. Explain how to sign up for paperless interface (to become effective after start-up period).	All Customers 20-30 days prior to contract start date Direct Mail
2	Program Guidelines	Explain program fundamentals, including proper cart placement, and enhancements with strong graphics. Provide contact and resource information.	All Customers 10 days prior to contract start date Direct Mail
3	Public Service Announcements or Paid Advertising	Information to match that of items 1 and 2 above. Provide contact and resource information.	All Customers Beginning 30 days prior to contract start date for a period of 45 to 60 days Press releases and print advertising channels primarily.
ONGOING			
4	Program Guidelines	Update annually. To reconfirm program guidelines and communicate enhancements. To communicate holidays for the year. Serve as introductory piece for new residents. How-to videos updated and re-posted to website.	All Customers Annually on or before January 1
5	Billing Inserts	Produced by City; distributed on the City's preferred schedule.	All Customers As provided by the City. Direct mail
6	Corrective Action Notices <i>One per waste stream.</i>	Used as a courtesy notice to warn of improper set out. Used as a notice of non-collection due to severe improper set out or repeat offenses.	All Customers As needed Adhere to cart by driver.
7	Holiday Tree Collection Announcement	Convey holiday tree curbside collection and City drop off location, and holiday collection schedule changes.	All Customers 10 days prior to Christmas annually. Website and Newspaper
8	Invoice Blurbs	Brief statements concerning relevant program features and authorized by the City.	All Customers. Each invoice.

Section 5

Forms

Form A: COMMUNICATION
PROTOCOL

Form B: PROPOSER'S
STATEMENT OF
ORGANIZATION

Form C: CERTIFICATION OF
NON-GRATUITIES

Form D: NEW OR RESUSED
CART SPECIFICATIONS

Form E: VEHICLE
SPECIFICATIONS

Form F: NON-COLLUSION
AFFIDAVIT OF PROPOSER
and
DISCLOSURE OF NON-
COMPETE AGREEMENTS

Form G: SERVICE
RECIPIENT RATE PROPOSAL
SUMMARY AND
SIGNATURE

Form H: PASS/FAIL
REQUIREMENTS

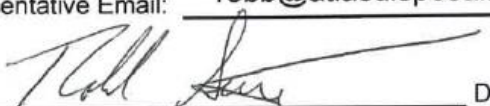
Form I: NOTICE TO
PROPOSERS REGARDING
CONTRACTUAL
REQUIREMENTS

Form J: REFERENCES

Form K: SERVICE RATES



Section 5: Forms

Form A COMMUNICATION PROTOCOL
The City of Rancho Cordova commits to a procurement process for Residential Solid Waste Services and Street Sweeping Contract to be open, objective, and carefully monitored. The following rules will be adhered to and enforced. Until the Rancho Cordova City Council awards the Residential Solid Waste Services and Street Sweeping Contract, all contact between participants, participant's sub-Proposers, participant's subconsultants, participant's affiliates, participants lobbyists, legal or political advisors, or any individual or entity that may be assisting the participant in preparing a response to this RFP, or providing work to the participant should participant be selected, and the City of Rancho Cordova, shall be in writing by email to: City of Rancho Cordova Scott Hanin Email: ranhocordovaswrfp@gmail.com All communications between the City of Rancho Cordova and a participant, along with the related responses, will be transmitted simultaneously to all participants that have signed into and attended the MANDATORY pre-proposal video conference and will be included as part of the evaluation record. Any participant who fails to recognize or use this process of communication will be notified of its violation and may be subject to disqualification from the selection process at the sole discretion of the City of Rancho Cordova. <u>Any contact or attempt to contact or directly interact with any elected or appointed official for the purpose of obtaining information or influencing the RFP Process, including the selection process, Form A must be disclosed and will be grounds for determination of non-compliance and disqualification from the selection process.</u> All participants must acknowledge and sign this statement as part of the RFP process. All participants must provide a signed version of this statement electronically three (3) days prior to the MANDATORY pre-proposal video conference. Participants that do not provide this signed statement will be disqualified from this procurement process. On behalf of my company/agency, I understand and accept the rules established in this statement. Company Name: <u>Atlas Disposal Industries, LLC</u> (Print or Type) Representative: <u>Robb Seipp</u> Title: <u>Vice President of Sales</u> (Print or Type) Primary Representative Phone Number: <u>916-996-5797</u> Primary Representative Email: <u>robb@atlasdisposal.com</u> Signature: <u></u> Date: <u>07/07/2023</u> (Sign in Ink)



Form B
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer)

Atlas Disposal Industries, LLC

Principal Business Address:

3035 Prospect Park Drive, Suite 40

Rancho Cordova CA 95670

2. Principal Contact Person(s):

Dave Sikich - President / Robb Seipp - VP of Sales and Marketing

Name: dave@atlasdisposal.com / robb@atlasdisposal.com

Phone Number: dave (916) 870-9749 / robb (916) 996-5797 Office (916) 455-2800

3. Form of Business Concern:

☐ Corporation ☐ Partnership ☐ Joint Venture ☒ LLC ☐ Other: _____

4. Provide names of partners or officers, as appropriate, and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally Bind the Proposer.

Dave Sikich, President

3035 Prospect Park Drive, suite 40

Name, Title

Address

Dell Loy Hansen, Managing Member

535 South Riverwoods Pkwy, Logan UT 84321

Name, Title

Address

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month

Day

Year

5. If a Joint Venture, LLC, or Partnership, date of Agreement:

March

24

1998

Month

Day

Year



Form B (continued)
PROPOSER'S STATEMENT OF ORGANIZATION

6. List all subcontractors participating in this Residential Solid Waste Services and Street Sweeping Contract:

a) Area Portable Services	3909 Security Park Drive, Rancho Cordova, CA
Name	Address
(916) 770-7760	Jason@arearestrooms.com
Phone Number	Email Address
b) Contract Sweeping Services	3174 Luyung Dr., Rancho Cordova CA 95742
Name	Address
(510) 458-2031	asuden@sweepingcorp.com
Phone Number	Email Address

7. Outline specific areas of responsibility for each firm listed in Question 7. Please include total hours and percentage of time subcontractor will spend on the project.

a) Providing portable toilets for special events designated by the city. 20 hrs a year
b) Street Sweeping as required in scope of service / 5,720 hrs a year
c)
d)

8. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

9. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

Contract Sweeping Services has been purchased by Sweeping Corp of America (SCA), but still operates locally as Contract Sweeping Services.



Form C
CERTIFICATION OF NON-GRATUITIES

TO: THE CITY OF RANCHO CORDOVA

CERTIFICATION

This is a written certification, signed under penalty of perjury, stating that no persons acting on behalf of Atlas Disposal Industries, LLC has paid, or offered or attempted to pay, any elected or appointed official, officer or employee of the City any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Residential Solid Waste Services and Street Sweeping Contract.

Dave Sikich

President

Name

Title

Signature

9/12/2023

Date



Form D
NEW OR REUSED CART SPECIFICATIONS
(complete one form for each service offered)

1.	Select Services Provided	2.	Will the Container Be New or Used?
☐	Garbage	☒	New
☒	Recyclable Material	☐	
☐	Organic Recyclable Material (Yard Trimmings <u>and</u> Food Waste)	☐	
3.	Manufacturer: Toter, LLC		
4.	Material of Construction: Body manufactured with Medium Density Polyethylene; lid with High Density		
5.	Recycled Content (percentage): minimum 20% recycled content		
6.	Manufacturing Method (rotational molding, injection molding, other): Cart bodies - Toter's Advanced Rotational Molding. Lids - Injection Molding.		



Form D
NEW OR REUSED CART SPECIFICATIONS
(complete one form for each service offered)

1.	Select Services Provided	2.	Will the Container Be New or Used?
☐	Garbage	☒	New
☐	Recyclable Material	☐	
☒	Organic Recyclable Material (Yard Trimmings <u>and</u> Food Waste)	☐	
3.	Manufacturer: Toter, LLC		
4.	Material of Construction: Body manufactured with Medium Density Polyethylene; lid with High Density		
5.	Recycled Content (percentage): minimum 20% recycled content		
6.	Manufacturing Method (rotational molding, injection molding, other): Cart bodies - Toter's Advanced Rotational Molding. Lids - Injection Molding.		



Form D
NEW OR REUSED CART SPECIFICATIONS
(complete one form for each service offered)

1.	Select Services Provided	2.	Will the Container Be New or Used?
☒	Garbage	☒	New
☐	Recyclable Material	☐	
☐	Organic Recyclable Material (Yard Trimmings <u>and</u> Food Waste)	☐	
3.	Manufacturer: Toter, LLC		
4.	Material of Construction: Body manufactured with Medium Density Polyethylene; lid with High Density		
5.	Recycled Content (percentage): minimum 20% recycled content		
6.	Manufacturing Method (rotational molding, injection molding, other): Cart bodies - Toter's Advanced Rotational Molding. Lids - Injection Molding.		



Form E VEHICLE SPECIFICATIONS <i>(complete one form for each vehicle of service provided - indicate new or used)</i>
--

1. Select Service			
☒ Garbage	☒ Recyclable Material	☐ Organic Recyclable Material	☐ Other:
☒ New or ☐ Refurbished			
2. Manufacturer and Model			
a. Cab and Chassis	Autocar ACX		
b. Body	Front Load		
c. Engine	L9N Cummins		
d. Transmission	4500 Allison		
3. Cab and Chassis:			
a. Cab Height	87in		
b. Number of Axles	4		
c. Overall Length with Body Mounted	372in		
4. Body:			
a. Type of Body	Amrep		
b. Rated Capacity	60,000lbs		
c. Practical or Net Capacity	54,000lbs		
d. Number of Collection Compartments	1		
e. Net Capacity of Each Compartment	8		cubic yards
f. Overall Body Length	288		inches
g. Body Height	78		inches
h. Body Width	96		inches
i. Loading Height Above Ground		Minimum (inches)	Maximum (inches)
5. Weight		GVW (lbs.)	Tare (lbs.)
6. Will the Vehicles be Owned, Leased, or Other?	owned		
7. Purchase / Lease Cost of Each Vehicle	\$ 503,552		
8. Fuel Type	RNG		
9. Fuel Usage	4		mpg
10. Fuel Usage			g/bhp/hr.
11. CO			g/bhp/hr.
12. HC (total hydrocarbons)			g/bhp/hr.
13. No_x			g/bhp/hr.
a. Particulate Matter			g/bhp/hr.
b. Safety Features	ADAS Back up Camera		
c. Color	White		
d. GPS Monitoring and Tracking Features	Tablet/ Soft Pack		



Form E VEHICLE SPECIFICATIONS <i>(complete one form for each vehicle of service provided - indicate new or used)</i>
--

1. Select Service		
☒ Garbage	☒ Recyclable Material	☐ Organic Recyclable Material
☐ Other: _____		
☒ New <u>or</u> ☐ Refurbished		
2. Manufacturer and Model		
a. Cab and Chassis	Peterbilt 567	
b. Body	Roll Off	
c. Engine	L9N Cummins	
d. Transmission	4500 Allison	
3. Cab and Chassis:		
a. Cab Height		
b. Number of Axles	3	
c. Overall Length with Body Mounted	384in	
4. Body:		
a. Type of Body	Amrep	
b. Rated Capacity	54,000lbs	
c. Practical or Net Capacity	54,000lbs	
d. Number of Collection Compartments	0	
e. Net Capacity of Each Compartment	0	cubic yards
f. Overall Body Length	300	inches
g. Body Height	53	inches
h. Body Width	43	inches
i. Loading Height Above Ground	Minimum (inches)	Maximum (inches)
5. Weight	GVW (lbs.)	Tare (lbs.)
6. Will the Vehicles be Owned, Leased, or Other?	owned	
7. Purchase / Lease Cost of Each Vehicle	\$ 297,797	
8. Fuel Type	RNG	
9. Fuel Usage	4	mpg
10. Fuel Usage		g/bhp/hr.
11. CO		g/bhp/hr.
12. HC (total hydrocarbons)		g/bhp/hr.
13. No_x		g/bhp/hr.
a. Particulate Matter		g/bhp/hr.
b. Safety Features		
c. Color	White	
d. GPS Monitoring and Tracking Features	Tablet/ Soft Pack	



Form E VEHICLE SPECIFICATIONS <i>(complete one form for each vehicle of service provided - indicate new or used)</i>
--

1. Select Service			
☒ Garbage	☒ Recyclable Material	☒ Organic Recyclable Material	☐ Other: waste oil
☒ New or ☐ Refurbished			
2. Manufacturer and Model			
a. Cab and Chassis	Battle Motors		
b. Body	Heil Rapid rail		
c. Engine	L9N Cummins		
d. Transmission	4500 Allison		
3. Cab and Chassis:			
a. Cab Height	98in.		
b. Number of Axles	3 Axle		
c. Overall Length with Body Mounted	240in.		
4. Body:			
a. Type of Body	ASL Rapid rail		
b. Rated Capacity	32yd		
c. Practical or Net Capacity	30yd		
d. Number of Collection Compartments	2		
e. Net Capacity of Each Compartment	30yd/5gal waste oil	cubic yards	
f. Overall Body Length	240in	inches	
g. Body Height	162in.	inches	
h. Body Width	96in.	inches	
i. Loading Height Above Ground	108in	Minimum (inches)	156in Maximum (inches)
5. Weight	51,000	GVW (lbs.)	31,800 Tare (lbs.)
6. Will the Vehicles be Owned, Leased, or Other?	Owned		
7. Purchase / Lease Cost of Each Vehicle	\$ 564,262		
8. Fuel Type	RNG		
9. Fuel Usage	5	mpg	
10. Fuel Usage	4	g/bhp/hr.	
11. CO		g/bhp/hr.	
12. HC (total hydrocarbons)		g/bhp/hr.	
13. No_x		g/bhp/hr.	
a. Particulate Matter		g/bhp/hr.	
b. Safety Features	ADAS 3rd eye camera system		
c. Color	White		
d. GPS Monitoring and Tracking Features	Tablet, Soft Pack		



Form F
NON-COLLUSION AFFIDAVIT OF PROPOSER and
DISCLOSURE OF NON-COMPETE AGREEMENTS

State of California County of Sacramento, being duly sworn, deposes and says that:

1. He/She is President of Atlas Disposal, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Residential Solid Waste Services and Street Sweeping Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Residential Solid Waste Services and Street Sweeping Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost component of the proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Rancho Cordova, CA or any person interested in the proposed Residential Solid Waste Services and Street Sweeping Contract ; and
5. The rate proposal in the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. Proposer must list the name of any and all other solid waste service providers and/or affiliates that it has a "non-compete" agreement with that prohibits the other solid waste services provider from proposing on services as requested in this RFP. Failure to disclose this information will result in immediate disqualification from this RFP process.

None

Signed

President

Title



Form G
SERVICE RECIPIENT RATE PROPOSAL SUMMARY AND SIGNATURE

In preparing the Rate Proposal Forms Proposers should be aware of the following:

All collection service rates proposed on these forms for City of Rancho Cordova shall be fixed through February 28, 2024 and should reflect service requirements as specified in the Residential Solid Waste Services and Street Sweeping Contract.

The Undersigned hereby certifies as follows:

That Dave Sikich have personally and carefully examined the specifications and instructions for the work to be done as set forth in Sections A - F of this RFP and the Draft Residential Solid Waste Services and Street Sweeping Contract (Attachment 2).

That Dave Sikich have made examination of the services as applicable to the proposal, and fully understand the character of the work to be done.

That Atlas Disposal agrees to pay the City the Reimbursement for the Cost of the Procurement Process within 60 days of award of the Residential Solid Waste Services and Street Sweeping Contract.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Residential Solid Waste Services and Street Sweeping Contract, at the service rates set forth on the Rate Proposal Forms set forth below:

PROPOSER: Atlas Disposal Industries, LLC

President/Partner/Owner/Managing Member Dell Loy Hansen

Secretary _____

Firm Name Atlas Disposal Industries, LLC

Individual: ☐ Partnership ☐ Joint Venture ☒ LLC

Corporation: _____, A _____ Corporation (State of Incorporation) ☐

SIGNATURE INSTRUCTIONS:

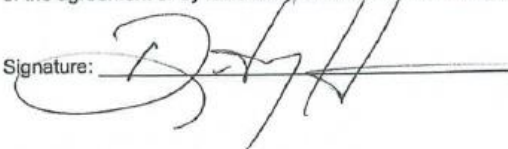
If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the proposal.

Signature:  Date: 7/18/2023



Form H
PASS/FAIL REQUIREMENTS

PROPOSER NAME: Atlas Disposal Industries, LLC

(name of the entity that will sign the Residential Solid Waste Services and Street Sweeping Contract in the event one is awarded)

Key Contact Information

Name: Dave Sikich

Title: President

Address: 3035 Prospect Park Dr. Suite 40, Rancho Cordova CA 95670

Telephone Number: (916) 870-9749

Email: dave@atlasdisposal.com

The Undersigned hereby certifies as follows (initial next to each statement):

DH The Proposer has attended the MANDATORY pre-proposal video conference held on July 13, 2023 at 2:00 p.m. PDT.

DH The Proposer has provided all required items in Section 1 of their Proposal, including Cover Letter, Executive Summary, Proposal Bond, Performance Bond Commitment Letter, and Signed Copies of Addenda.

DH The Proposer certifies that Proposer has agreed to meet the specifications and instructions for the services to be done as set forth in Sections A - F of this RFP.

DH The Proposer certifies that Proposer has agreed to meet the specifications and requirements as set forth in the Draft Residential Solid Waste Services and Street Sweeping Contract(Attachment 2).

DH The Proposer certifies that Proposer has made an examination of the services as applicable to the proposal, and fully understands the character of the work to be done.

DH The Proposer warrants that the requirements of the Draft Residential Solid Waste Services and Street Sweeping Contract as described in this RFP, its enclosures, and all addenda have been thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts upon which the proposal is based.

DH The Proposer certifies that all proposed transfer and processing facilities are fully permitted and capable of handling the City of Rancho Cordova's Solid Waste during the term of the Residential Solid Waste Services and Street Sweeping Contract. Processing facilities must have appropriate permits from all applicable regulatory entities (including but not limited to CalRecycle and the Local Enforcement Agency) in place at all times.

DH The Proposer agrees to pay up to \$65,000 of the cost of each of the two (2) Performance Reviews, during the initial term of the Agreement. This amount will be escalated annually by the same percentage increase of percentage change in the "Consumer Price Index" (CPI) used to adjust customer rates. Adjusted cost shall be rounded to the nearest cent.

DH The successful Proposer agrees to submit a Performance Bond or Letter of Credit in the amount of one million dollars (\$1,000,000) effective August 1, 2023.

DH The Proposer agrees to reimburse the City for the solicitation, evaluation and award of this procurement process, in an amount set by the City. This one-time payment is due and payable to the City within thirty (30) days after the Effective Date of the Residential Solid Waste Services and Street Sweeping Contract .

DH The Proposer acknowledges the validity of the proposal contents, including proposed Service Rates and pricing for a period of one hundred eighty (180) days from the proposal due date.



**Form H (continued)
PASS/FAIL REQUIREMENTS**

Having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work within the time fixed and upon the terms and conditions provided in the Draft Residential Solid Waste Services and Street Sweeping Contract (Attachment 2), at the service rates set forth on Form K (Attachment 1):

PROPOSER: Atlas Disposal Industries, LLC

President/Partner/Owner/Managing Member Dell Loy Hansen

Secretary _____

Firm Name Atlas Disposal Industries, LLC

Individual: ☐ Partnership ☐ Joint Venture ☒ LLC

Corporation: _____, A Corporation (State of Incorporation) ☐

SIGNATURE INSTRUCTIONS:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the proposal.

Signature: _____

Date: 9/13/2023



Form I
NOTICE TO PROPSERS REGARDING CONTRACTUAL REQUIREMENTS

Residential Solid Waste Services and Street Sweeping Contract
City of Rancho Cordova, California

1. SUMMARY OF CONTRACT REQUIREMENTS

- a. A contract is required for any service performed on behalf of the City. Work cannot begin until the contract has been fully executed by both parties.

2. SUMMARY OF INSURANCE REQUIREMENTS

- a. These are the Insurance Requirements for Proposers providing services or supplies to the City. By agreeing to perform the work or submitting a proposal, you verify that you **comply with and agree to be bound by these requirements. When Contract documents are executed, the actual Contract language and Insurance Requirements may include additional provisions as deemed appropriate by City's Risk Manager.**
- b. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. **These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Proposer's liability under this agreement.** The full coverage and limits afforded under Proposer's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 - all the Insurance coverage and limits carried by or available to the Proposer; or 2 - the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.
- c. Proposer shall furnish the City with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

3. INSURANCE

a. General Insurance Requirements

- i. All insurance shall be primary insurance and shall name City of Rancho Cordova as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.
- ii. If the operation under this Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then Proposer agrees that the minimum limits hereinabove designated shall be changed accordingly upon written request by the Risk Manager.
- iii. Proposer agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Proposer may be held responsible for the payment of damages to persons or property resulting from Proposer's activities, the activities of its subcontractor or the activities of any person or persons for which Proposer is otherwise responsible.



Form I (continued)
NOTICE TO PROPSERS REGARDING CONTRACTUAL REQUIREMENTS

- iv. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the City's Risk Manager shall be submitted to City prior to execution of this Agreement on behalf of the City.
 - v. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums otherwise, without 30 days prior written notice of amendment or cancellation to City. In the event the said insurance is canceled, Proposer shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.
 - vi. All required insurance must be in effect prior to awarding this Agreement, and it or a successor policy must be in effect for the duration of this Agreement. Maintenance of proper insurance coverage is a material requirement of this Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If Proposer, at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, City shall be permitted to obtain such insurance in Proposer's name at Proposer's sole cost and expense, or may terminate this Agreement for material breach.
 - vii. Without limiting any other Proposer obligation regarding insurance, should Proposer's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, Proposer must notify City within 24 hours of receipt of notice of cancellation. Furthermore, Proposer must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. Proposer must ensure that there is no lapse in coverage.
- b. General Liability and Property Damage Insurance**
- i. Proposer agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, and property damage, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of Proposer, its subcontractor, or any person acting for Proposer or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Proposer, or its subcontractor, or any person acting for Proposer, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$5,000,000 per occurrence will be considered equivalent to the required minimum limits.
- c. Automotive Insurance**
- i. Proposer shall procure and maintain public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$5,000,000 combined single limit. If Proposer does not use automobiles in performing its work under this Agreement, Proposer shall provide a waiver releasing City from all liability resulting from Proposer's use of personal vehicles under this Agreement.



Form I (continued)
NOTICE TO PROPSERS REGARDING CONTRACTUAL REQUIREMENTS

d. Worker's Compensation Insurance

- i. Proposer shall procure and maintain Worker's Compensation Insurance in the amount of \$3,000,000 per occurrence or as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both Proposer and City against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by Proposer in the course of carrying out this Agreement.
- ii. Waiver of Subrogation: The insurer(s) agree to waive all rights of subrogation against City, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of the workers compensation policy which arise from work performed by Proposer for City.

Questions and requests for modification of these terms must be negotiated and approved prior to bid closing and are at the full discretion of the City.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City.

Authorized Signature

Date

Printed Name

[Handwritten Signature] 9-12-23
[Handwritten Name: Dave Sikich]



**Form J
REFERENCES**

**Residential Solid Waste Services and Street Sweeping Contract
City of Rancho Cordova, California**

The following are the names, addresses, and telephone numbers of three public agencies for which Proposer has performed work of a similar scope and size within the past 3 years. If the instructions on this form conflict with the references requested in the scope of work, the scope of work shall govern. Complete this form out accordingly. Fill out this form completely and upload it with your proposal.

1. Sacramento County Department of Airports

Name and Address of Owner / Agency

Tawna Galvan, Park Maintenance Superintendent / galvant@sacounty.gov / (916) 874-0525

Name, Email and Telephone Number of Person Familiar with Project

\$597,000 Annually

Waste, recycling, organic collection

Active contract

Contract Amount

Type of Work

Date Completed

2. Sacramento County Service and Facilities

Name and Address of Owner / Agency

Kelli Sequest, Waste Management Program Manager / sequestk@sacounty.gov / (916) 717-9621

Name, Email and Telephone Number of Person Familiar with Project

\$2,254,900 annually

Waste, recycling, organics collection

Active contract

Contract Amount

Type of Work

Date Completed

3. California State University, Sacramento

Name and Address of Owner / Agency

Ryan Rodd, Director of Energy and Sustainability / ryan.todd@csus.edu / (916) 278-2817

Name, Email and Telephone Number of Person Familiar with Project

\$245,000 Annually

Waste, recycling, organics collection

Active contract

Contract Amount

Type of Work

Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom Proposer intends to procure insurance bonds:

Gallagher, Cyndi Bellman, 5360 Jackson Dr. La Mesa CA 91942 / (619) 501-1899

Atlantic Specialty Insurance Company, 605 Highway 169 North, Plymouth MN 55441 / (952) 852-2431



**Form K
SERVICE RATES PROPOSAL**

INSTRUCTIONS

Proposers must submit Service Rates for which Proposers propose to provide service. Service Rates must include all current applicable City Regulatory Fees, and Proposers must be prepared to submit supplemental information to the City upon request detailing what dollar amount of each fee is included in the proposed rates.

Additionally, please add the proposed Service Rates associated with each Proposal Service Alternative or Agreement Exception if they impact the proposed rates.

The four service rate options are:

1. Base Services utilizing Kiefer Landfill.
2. Base Services using an alternative landfill.
3. Base Services with new carts.
4. Base Services with only two Large Item collections per year.
5. Any service alternative to the Base Services and specified options.



Form K (continued)
SERVICE RATES PROPOSAL

Base Rates are using the current carts,
Kiefer Landfill, and three large item pick-ups

	7/1/2024 Rates Republic	BASE PROPOSAL Option 1 Kiefer Landfill	Option 2 Alternate Landfill (optional)	Option 3 New Carts	Option 4 Two Large Item Collections	Service Alternative
Desired Landfill		Kiefer	N/A	Kiefer	No New Carts	N/A
32-gallon trash can	\$28.95	\$32.71		\$33.87	\$32.13	
64-gallon trash can	\$34.47	\$38.95		\$40.33	\$38.26	
96-gallon trash can	\$45.91	\$51.88		\$53.71	\$50.96	
Street Sweeping	\$1.09	\$1.77		\$1.77	\$1.77	
Additional large item/yard (over 10 yards)	\$11.34	\$12.81		\$13.27	\$12.59	
Late set-out trash per cart (same day)	\$7.34	\$8.29		\$8.59	\$8.15	
Late set-out trash per cart (next day)	\$12.45	\$14.07		\$14.57	\$13.82	
Late set-out recycle per cart (same day)	\$6.68	\$7.55		\$7.82	\$7.41	
Late set out recycle per cart (next day)	\$10.38	\$11.73		\$12.14	\$11.52	
Late set-out green waste/cart (same day)	\$6.68	\$7.55		\$7.82	\$7.41	
Late set-out green waste/ cart (next day)	\$11.80	\$13.33		\$13.81	\$13.10	
Extra 32-gallon trash cart	\$7.89	\$8.92		\$9.23	\$8.76	
Extra 64-gallon trash cart	\$11.08	\$12.52		\$12.96	\$12.30	
Extra 96-gallon trash cart	\$15.68	\$17.72		\$18.35	\$17.40	
Extra recycle cart	\$2.98	\$3.37		\$3.49	\$3.31	
Extra green waste cart	\$5.12	\$5.79		\$5.99	\$5.68	
Extra cart exchange	\$33.05	\$37.35		\$38.67	\$36.69	
Recycle contamination charge	\$23.34	\$26.37		\$27.31	\$25.91	
Green waste contamination charge	\$23.34	\$26.37		\$27.31	25.91	
32-gallon cart replacement with delivery	\$78.08	\$88.23		\$91.35	86.67	
64-gallon cart replacement with delivery	\$83.35	\$94.19		\$97.52	92.52	
96-gallon cart replacement with delivery	\$88.56	\$100.07		\$103.62	98.30	

The monthly fees for residential waste collection and recycling services are dependent on the garbage can size. The monthly fees cover the following services: curbside collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public education and outreach; customer service and billing; the bulky item program and illegal dumping collection; street sweeping; and one additional free recycling or organics cart.

CITY DIRECT CHARGES		
Debris Collection Service above 2,000 yd ³ (Section 12.02.2)	\$160	Per Ton
Street Sweeping Other Associated Work (Section 17.23.1)	\$235	Per Vehicle per Hour
Emergency Services Hourly Rate (Section 19.01)	\$250	Per Vehicle per Hour

Section 6

Service Exceptions/ Alternatives



Exceptions to Attachment 2: Draft Franchise Agreement

Atlas takes no exceptions to the draft *Franchise Agreement*.



Proposal Alternatives

Please see our alternatives to the proposal and specific language necessary for inclusion in the Residential Solid Waste Services and Street Sweeping Contract.

As we submit this proposal, the City of Rancho Cordova is finalizing their Climate Action and Adaptation Plan (CAAP) “to serve as a comprehensive roadmap to community sustainability and resilience in the city. “The plan was developed over two years through extensive public, stakeholder, and leadership engagement, along with experts in the sustainability field. Primary goals of plan included establishing current emissions inventories, targets, and plans for a reduction of 36% from the 2019 MTCO₂e baseline by 2030, and an 81% reduction from 2019 emissions by 2045.

The plan focuses on a number of reduction targets for the City, one of which was Solid Waste.

Strategy Solid Waste-1	Annual GHG Reduction Potential (MTCO ₂ e)*	2030	2045
Avoid disposal of organic waste in landfills		8,800	32,600
Solid Waste-1.1: Increase recovery of edible food waste (Quantified)			
Solid Waste-1.2: Eliminate disposal of organic waste in landfills (food waste, yard waste) (Quantified)			

Chapter 3 of the CAAP states: Emissions in the solid waste sector are associated with the decomposition of community-generated organic waste in landfills. In 2019, this sector contributed a total of 3 percent of communitywide emissions. The State has adopted a variety of legislative actions aimed at reducing GHG emissions from organic waste, but the City will need to take steps at the local level to effectively reduce waste emissions and achieve its emissions reduction targets. Significant reductions could be made by changing individual behavior through partnerships with local waste haulers and outreach to residents and businesses. Implementing local actions focused on these sectors will increase the pace of GHG emissions reductions while improving community resilience and energy reliability.

Strategy Solid Waste-1. Avoid Disposal of Organic Waste in Landfills

Communitywide emissions would be reduced by diverting waste away from landfills and into other waste streams such as recycling or composting. Implementing strategies and measures to improve waste diversion programs will serve to protect natural resources while minimizing contributions to climate change.

This section outlines the strategies and measures the City will implement to support this objective. The measure under this strategy would reduce communitywide emissions by approximately 8,800 MTCO₂e in 2030. The following table outlines the framework to decrease GHG emissions under this strategy.



Strategy Solid Waste-1
Avoid disposal of organic waste in landfills

Solid Waste-1.1: Increase recovery of edible food waste (Quantified)

Solid Waste-1.2: Eliminate disposal of organic waste in landfills (food waste, yard waste) (Quantified)

Target Year	Performance Metric*	Annual GHG Reduction Potential (MTCO ₂ e)*	Percent of the City's Total Reductions
2030	Amount of landfilled waste is 30% lower in 2030 (relative to 2019)	8,800	11%
2045	Amount of landfilled waste is 90% lower in 2045 (relative to 2019)	32,600	11%

Supporting actions provided include:

- Require edible food recovery program partnerships with food generators. Develop a program to connect grocery stores and restaurants with food banks and shelters.
- Require local restaurants to compost organic food waste, consistent with SB 1383.
- Continue to fund and operate the green waste and food waste pick-up services.
- Continue to operate the City's "pay-as-you-throw" and recycling services for residential and commercial waste.
- Adopt an ordinance to limit landfill-disposal of organic waste generated by large organizations and events. Require organizations over 50 employees to implement organization-wide waste reduction initiatives, and mandate composting, the use of only compostable or recyclable materials by vendors, and adequate staff to ensure proper disposal at events that require a City-issued permit.
- Partner with other local jurisdictions and waste management companies (haulers and landfills) to create a divertible material (for example, recyclables) ban at landfills.
- Develop a reuse facility that makes building materials available to customers and acts as an outlet for reusable items otherwise destined for landfill.
- Expand organic waste outreach and education initiatives to improve awareness of benefits and importance of diversion.
- Increase waste diversion at government owned buildings.
- Increase construction and demolition diversion rates at City construction sites.

We would like to focus on streamlining the first 'supporting action': *a. work with stakeholders to establish edible food recovery program and develop partnerships with food generators. Develop a program to connect grocery stores and restaurants with food banks and shelters.* As we believe doing so will:



- Target the primary GHG related solid waste item (putting organics into landfills.)
- Effectively encourage engagement in a number of other actions listed.

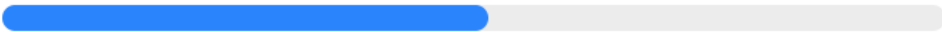
Food recovery was specifically listed by Rancho Cordova residents during the CAAP public engagement process as important to them personally.

Below is poll information conducted by Ascent as part of the CAAP development, along with data on the largest factors in Rancho Cordova emissions:

Ranking poll

Which would reduce the disposal of organic waste?

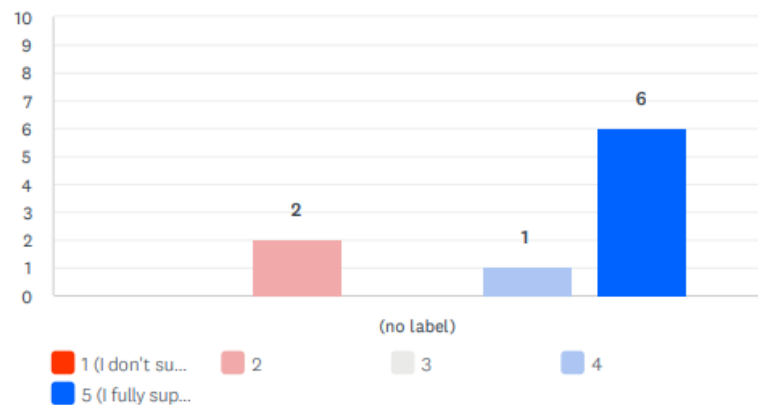
010

1. Programs to connect grocers and restaurants with food banks and shelters
A horizontal bar chart for item 1. The bar is blue and extends to the value 2.70 on the right. The total length of the bar, including the grey portion, represents the maximum possible value of 3.00.
2.70
2. Outreach and education program on the benefits of food waste reduction
A horizontal bar chart for item 2. The bar is blue and extends to the value 2.30 on the right. The total length of the bar, including the grey portion, represents the maximum possible value of 3.00.
2.30
3. Encourage residents and businesses to perform on-site composting of food waste and/or green waste
A horizontal bar chart for item 3. The bar is blue and extends to the value 2.10 on the right. The total length of the bar, including the grey portion, represents the maximum possible value of 3.00.
2.10
4. Community composting and food donation programs
A horizontal bar chart for item 4. The bar is blue and extends to the value 2.00 on the right. The total length of the bar, including the grey portion, represents the maximum possible value of 3.00.
2.00



Q36 Developing a food donation and food waste diversion program to connect businesses like grocers and restaurants with food banks and shelters.

Answered: 9 Skipped: 1

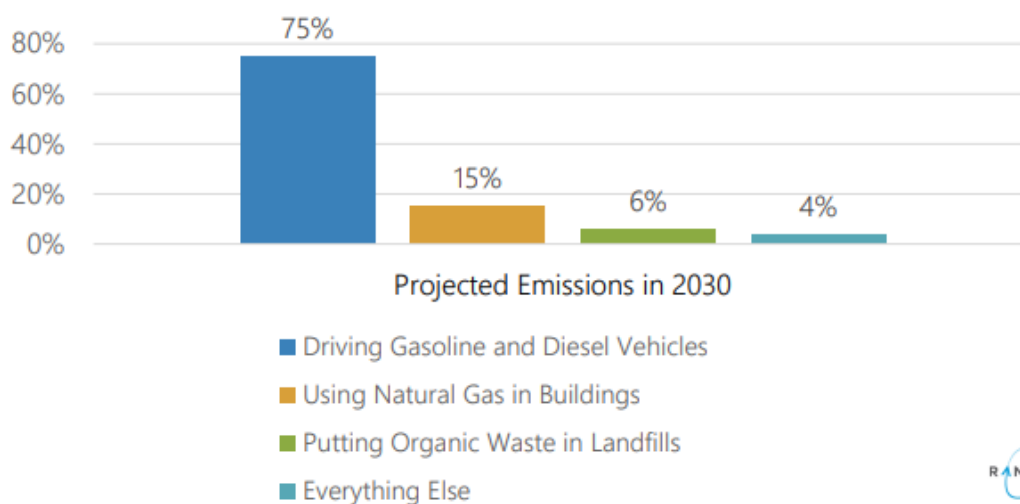


	1 (I DON'T SUPPORT) (1)	2 (2)	3 (3)	4 (4)	5 (I FULLY SUPPORT) (5)	TOTAL	WEIGHTED AVERAGE
(no label)	0%	22%	0%	11%	67%		
	0	2	0	1	6	9	4.22

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
2.00	5.00	5.00	4.22	1.23

Where do the City's emissions come from?

Activities Contributing to Climate Change in Rancho Cordova



Present food donation collection program here for the Food Locker and working with Soil Born Farms for the education piece on reducing food waste at home. An additional supporting action we believe powerful is increase waste diversion at government owned buildings. Doing so will serve as an opportunity for Rancho Cordova to highlight its dedicated public servants as a mean of engaging the whole community.

Section 5.2 of the CAAP, 'Implementation Strategy,' also lists focus on municipal operations as an initial focus:

Municipal Operations: City specific actions to update and make municipal operations more efficient. These measures would be implemented by the City and would reduce emissions specifically related to municipal operations.

Lastly, Chapter 4 of the CAAP discusses Climate Adaptation and Resilience. We believe engagement in waste reduction and recycling has so far been limited because of the disconnect between people's day-to-day recycling practices and their direct impact on the lives of real and local people. As such, it only makes sense for us as the waste/recycling hauler and educator to contribute, emphasize, and continually tie together the waste/recycling process with tangible social concepts people can empathize with. For the Rancho Cordova area, there is no greater climate related issue than the effects of extreme heat on local vulnerable populations. *Of the four climate hazards assessed for the city, the city, inclusive of its populations and assets, is most vulnerable to the potential impacts of increased temperatures and extreme heat.*



Table 4.2 Changes in Extreme Heat in the City of Rancho Cordova

Annual Averages	Historic (1961-1990)	Near-Term (2021-2050)	Midterm (2040-2070)	Long-Term (2070-2099)	
				Medium Emissions	High Emissions
Number of Extreme Heat Days	4	19	32	29	48
Number of Heat Waves	0.2	1.4	4.8	4.0	7.8
Number of Days in Longest Stretch of Consecutive Extreme Heat Days	2.5	6.3	7.2	8.5	14.2

Source: CEC 2021b.

Table 4.7 Vulnerability Scoring Summary for the City of Rancho Cordova

Climate Hazard	Vulnerability Score		
	Adaptive Capacity	Potential Impacts	Vulnerability
Increased Temperatures and Extreme Heat	Low	High	5
Extreme Precipitation and Flooding	Medium	High	4
Drought and Water Supply	Medium	Medium	3
Wildfire	High	Medium	2

Source: Ascent Environmental 2023.

The CAAP provides a list of potential action items to address extreme heat, two of which are related to planting trees:

1c. Conduct a mapping exercise to determine locations around the city that experience the greatest impact from the urban heat island effect and utilize this information to prioritize locations for increased tree planting and sustained tree management.

1d. Continue hosting community tree-planting events and offering free trees for residents, businesses, and community-based organizations through the City's Urban Forest program.

Planting trees is not only a popular means of resident engagement but provides relief from the heat island effect while at the same time offsetting carbon in the atmosphere.

We would like to sponsor at the upcoming Mill's Crossing project, a creative educational display (with live trees and information on how to volunteer) showing the progress and work being done to plant trees around the City. As part of our contract, we would contribute \$5,000 to such a display.

Additionally, we would recommend the planting of fruit trees, which would allow for future harvesting, and current promotion of Harvest Sacramento.

<https://soilborn.org/initiatives/harvest-sacramento/>



https://www.youtube.com/watch?time_continue=56&v=CaMr4Yi6G7g&embeds_referring_euri=https%3A%2F%2Fsoilborn.org%2F&source_ve_path=MTM5MTE3LDI4NjY2&feature=emb_logo

Atlas appreciates the City's willingness and long-term commitment to sustainability, as demonstrated through the development of the CAAP.

One of our missions as your hauler is to provide the City with quantifiable data for your 2028 CAAP Update showing GHG reductions in the solid waste sector on track to achieve the 2030 and 2045 goals.

Master Plan Overview & Context

Program Overview





Table 5.1 City's Implementation and Monitoring Timeframe

Year	Milestone	Description
2023	Plan adopted	City Council adopts the Plan.
2023	Develop Implementation Strategy	City staff begins to develop the implementation strategy.
2023	Plan Implementation	City staff begins to implement Plan measures.
2025	Monitoring Report	City staff will prepare a monitoring report every two years and present the report to City Council and Planning Commission. The first monitoring report will be completed two years from Plan adoption. Each monitoring report will evaluate implementation status of the Plan's GHG reduction measures. The monitoring report will identify whether any of the measures require amendment to maintain progress toward achieving the emissions reductions identified in the Plan.
2028	GHG Emissions Inventory Update	An updated GHG inventory will be prepared to track the Plan implementation progress by assessing the City's progress towards achieving the emissions reductions identified in the Plan.
2028	Plan Update	Based on the results of the monitoring report and updated GHG emissions inventory, the City will update the Plan to include new or amended measures, remove, or update any ineffective measures, and incorporate new technologies and methodologies as necessary to ensure the Plan is on track to achieve the City's target and goal.

Section 7

Appendix

Appendix 1: Vehicle Specifications

Appendix 2: Cart Specifications

LET2

LOW ENTRY TILT 2 CREW CAB

CNG


CLASS	7 and 8
GVWR	46,000 - 72,000 lbs
HORSEPOWER	320 - 350 hp
TORQUE	1,000 - 1,450 lb-ft
ENGINE	Cummins L9N, X12N
TRANSMISSION	5 th Generation Allison 3000 RDS and 4500 RDS
CAB WIDTH	94 inches
STEERING	LH, RH, or Dual
SEATS	2 or 4
DOORS	Standard, Bi-Fold, or Flip-up Fold Back





Heil® Rapid Rail®

Continuous Pack Automated Side Loader.

No one has more experience with automated refuse collection than Heil, and no automated product has a longer track record than the Heil Rapid Rail automated side loader. More than 30 years after its introduction, the Rapid Rail continues to be the standard to which all others are compared. The Rapid Rail lift arm's lengthy reach, fast cycle times, continuous packing big swing paddle, and solid lightweight structural design make it a highly productive and efficient automated collection choice for large and small fleets alike.

Our unique lift geometry provides a direct line to the hopper, without the "kick-out" of some other systems, so the Rapid Rail can pick up where other vehicles can't. Add to that an eight-foot reach, 1,600-pound lift capacity, plus an eight-second cycle time, and you've got a fast and efficient vehicle that can collect over 1,000 homes per day.

The Rapid Rail has a patented paddle packer that continuously sweeps the three cubic yard hopper, boosting productivity, because the operator does not have to pause between stops to activate the packer. Instead, the operator can continue to collect their route while the paddle packer cleans the hopper. The continuous packer design also provides added driver convenience, because the operator doesn't have to clean behind the packer paddle. The standard Select-O-Pack feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, extending the life of the paddle packer.

With 30 years of proven performance, the Rapid Rail offers the toughest, lightweight body in the industry. We use high-tensile strength steel throughout for superior strength, without unnecessary weight. The body also features a full radius at all corners for easier off-loading of refuse, ensuring that the load is completely discharged each time.

The Rapid Rail is available in eight different body sizes, from 16 to 32 cubic yards. Single axle or tandem axle configurations provide the most flexibility of any automated system. All models are available to dump.

To learn more about adding the Rapid Rail to your fleet, contact your Authorized Heil Dealer. To find the Dealer nearest you, visit heil.com/dealers.

The Heil® Rapid Rail®

Design, performance and reliability that works for YOU.



Add 3rd Eye® Digital Packages
Connect for service verification, body/chassis data, fuel tax reporting, and route management. Includes factory installed 3rd Eye Mobile, with the ability to connect up to eight cameras.



Add 3rd Eye® IRIS Collision Warning Radar
3rd Eye family of IRIS Collision Warning Radar protects both your drivers, your assets, and those in close proximity to your vehicle using existing 3rd Eye Mobile camera cables.



Add Body Rooftop CNG Storage
Our system enables your CNG refuse fleet to deliver the same productivity you would expect from a diesel unit while saving money with clean, domestic, compressed natural gas fuel.



Add 300-Gallon Grabbers
The lift can efficiently handle containers from 30 gallons up to 300 gallons, making it an ideal solution for mixed routes with both commercial and residential applications.

Smarter By Design, With Loyalty Built In

The Rapid Rail® was specifically designed with unique features, based on customer input, that make it durable, easy to maintain, and smooth to operate.

Heil® Rapid Rail®

- + **PATENTED PADDLE PACKER** - The patented Rapid Rail paddle packer continuously sweeps the hopper, eliminating the need to stop and pack the load, as well as the need to clean out debris from behind the packer. This keeps the hopper clear, free of bridged loads, and ready to accept container contents.
- + **2X INCREASED PADDLE LIFE** - New materials and welding procedures, better spline design, increased upper and lower bearing size, and replaceable engineered plastic bearing between lower bearing housing and actuator plate all result in increased paddle life by 2X from the legacy design.
- + **NEW PACKER SHAFT SEAL DESIGN** - The packer shaft seal redesign virtually eliminates leaks, and is also easily replaceable when service is needed. This new design also keeps the bottom bearing clean, preventing corrosive leachate from getting on the lower bearing as well as the actuator.
- + **UPPER AND LOWER BEARING GREASE LINES** - New hard-tube lube lines to the upper and lower bearings assure that grease can easily be applied from ground level.
- + **UNIQUE LIFT GEOMETRY** - Because the lift geometry provides a direct line to the hopper, there is no "kick-out" as seen with other systems, enabling the Rapid Rail to get in and out of tight spaces easily.
- + **RAPID RAIL® GRABBER GEARS** - Made from specially formulated, high-strength, low-alloy steel, the Rapid Rail features superior hardened grabber gears that virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with virtually no evidence of wear.

Reliable Automated Side Loader Performance

- + **QUIET, FUEL-EFFICIENT OPERATION** - The Heil Operate-in-Gear-at-Idle System comes standard. It is designed to help you finish routes faster. This saves up to one gallon of fuel per hour, while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.
- + **EASILY ACCESSIBLE HYDRAULICS** - Hydraulic cylinders are installed in Service Smart locations to make them readily accessible from the ground for easy maintenance. The twin packer cylinders are located under the body to help protect them from refuse abrasion. While other bodies need four cylinders to raise, lower, and lock the tailgate, the Rapid Rail uses only two.
- + **NO PACKER PANEL** - The Rapid Rail has a patented rotating packer design that continuously sweeps the hopper and packs the load, so the operator can keep collecting without stopping to cycle the packer. Because there is no packer panel to slide into the body, there are also no shoes, guide tracks, or guide rails to wear out — and you never have to clean out behind the packer.
- + **ENHANCED VISIBILITY** - The Rapid Rail offers outstanding visibility for operators, enabling them to drive from the preferred left-hand side of the truck, and provides flexibility in selecting a cab style; either cab-over or conventional styles are compatible.
- + **MOBILE CONTROLLER** - The "brain" of our system is the rugged mobile controller. This brilliant innovation provides unbeatable intelligence and precise control. Placing the mobile controller in a protected location gives us the intelligence we need and the durability our customers demand, resulting in less downtime, ease of service, and unmatched simplicity of operation.

Discover What Sets The Rapid Rail® Apart



RAPID RAIL® AUTOMATED LIFT

The Rapid Rail automated lift arm can efficiently handle containers from 30 gallons up to 300 gallons, making it an ideal solution for commercial and residential applications. The redesigned lift features a six-roller carriage that distributes the load evenly across the arm, greatly increasing its life.



BIG SWING PADDLE PACKER

Improved Big Swing design increases paddle life by 2X from the previous version. The newly designed packer shaft seal also virtually eliminates leaks. Hard tube lines to upper and lower bearings allow grease to be applied from the ground level.



SELECT-O-PACK

Select-O-Pack allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged. This feature helps to extend the life of the paddle packer.



LIGHTWEIGHT BODY

The solidly designed lightweight body allows for a more optimal payload, and is ideal for areas with stringent weight restrictions.



Smarter By Design, With Loyalty Built In

The Heil® Rapid Rail® was specifically designed to maximize your efficiency on daily collection routes.

Heil® Rapid Rail® Specifications

Performance Specifications	
Lift Capacity	Up to 1,600 lbs.
Lift Cycle Time (complete*)	8 seconds
Lift Reach	8 ft.
Compaction	Up to 700 lbs. per yd ³
Working RPM (operate-in-gear-at-idle)	750 (arm) & 1,500 (packer)

* Complete cycle time defined as grip, dump, return and release

Cylinder Specifications			
Body Cylinders	Type	Bore x Stroke	
Tailgate Raise	(2) Double acting	in.	3.0 x 18.5
		mm	76 x 470
Packing Paddle	(2) Double acting	in.	5.0 x 42.0
		mm	127 x 1,066
Body Hoist	(2) Double Acting	in.	4.0 x 55.5
		mm	102 x 1,407
Lift Cylinders			
Grip	(1) Double Acting	in.	3.0 x 8.0
		mm	76 x 203
Dump	(1) Double Acting	in.	3.0 x 8.0
		mm	76 x 203
Raise	(1) Double Acting	in.	3.0 x 16.0
		mm	76 x 406
Reach	(1) Double Acting	in.	1.75 x 71.25
		mm.	44 x 1,810

Hydraulic Specifications	
PUMP	Operate-In-Gear-At-Idle (standard)
Type	Front mount Tandem vane
Maximum Operating Pressure	2,200 psi (15,168 kPa)
Working RPM	1,500 RPM (packer) 750 RPM (arm)
Flow @ Working RPM	33/17 GPM (packer/arm)
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (190 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Shutoff	Suction line
Lift and Packing Control	Soft-shift electric over hydraulic
Hoist and Tailgate Control	Electric over hydraulic

Automated Lift Specifications	
Lift Load Capacity	1,600 lbs.
Cycle Time	8 seconds
Reach	8 ft.
Ground Clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,950 lbs. approximate
Controls	Electric over hydraulic

* Weight includes standard 60/90 gallon grabbers. 300 gallon grabbers are optional.

Typical Chassis Configuration*		16 yd ³	20 yd ³	22 yd ³	24 yd ³	24 yd ³	26 yd ³	30 yd ³	32 yd ³
Axe	Single	Single	Single	Single	Tandem	Tandem	Tandem	Tandem	Tandem
	Min. GVWR ⁽¹⁾	lbs.	33,000	35,000	37,000	41,000	41,000	45,000	50,000
Min. GAWR	Front (1)	lbs.	12,000	14,000	14,000	15,000	15,000	15,000	16,000
	Rear	lbs.	21,000	21,000	23,000	26,000	26,000	30,000	34,000
Usable CA/CT	in.	134 CA	157 CA	157 CA	189 CA	173 CT	173 CT	185 CT	195 CT
C.O.E. Wheelbase	in.	161	182	182	213	197	197	210	220
Conventional Cab Wheelbase	in.	206	227	227	258	242	242	255	265
Min. Platform	in.	180	204	204	215	234	234	246	258

* OPERATE-IN-GEAR units require engines with at least 325 ft. lbs. of net torque available at idle, with idle speed set between 650 and 750 RPM. Recommended 160 or 200 amp alternator.
(1) Front axle min. GAWR requirements may be reduced up to 2,000 lbs. for chassis with actual, unladen bare front axle weights of 6,000 lbs. or less.

Body Specifications		16 yd ³	20 yd ³	22 yd ³	24 yd ³	26 yd ³	30 yd ³	32 yd ³
Body Capacity	yd ³	16	20	22	24	26	30	32
	m ³	12.2	15.3	16.8	18.4	19.9	22.9	24.5
Hopper Capacity	yd ³	3	3	3	3	3	3	3
	m ³	2.3	2.3	2.3	2.3	2.3	2.3	2.3
Overall Length*	in.	194	218	239	248	269	281	293
	mm	4,928	5,537	6,071	6,299	6,833	7,137	7,442
Overall Length (Tailgate Raised)*	in.	224	248	254	278	284	309	321
	mm	5,690	6,299	6,452	7,061	7,214	7,849	8,153
Overall Width	in.	96	96	96	96	96	96	96
	mm	2,438	2,438	2,438	2,438	2,438	2,438	2,438
Overall Height Above Frame	in.	97	97	97	97	97	109	109
	mm	2,464	2,464	2,464	2,464	2,464	2,769	2,769
Loading Sill Height Above Frame	in.	68	68	68	68	68	68	68
	mm	1,727	1,727	1,727	1,727	1,727	1,727	1,727
Mounted Weight (Route Ready)	lbs.	10,400	11,000	11,200	12,000	12,200	13,200	13,600
	kg.	4,718	4,990	5,081	5,444	5,534	5,988	6,170

Including 30 in. for lift mount

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.



Date
09/06/2023

Quote Information
202309021239-B751

2024 Sales LET2
Qty: 13

Prepared For
Atlas Disposal
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Sacramento, CA 95826
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Shipping Destination: Ft. Payne, AL (Heil)

**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL****CUSTOM REQUESTED OPTIONS**

FRAME NEEDS TO BE APPROVED

PROPSHAFT NEEDS TO BE APPROVED

MODEL		DESCRIPTION
9999-CUSTOM-139415	FUEL TYPE	CNG
9999-CUSTOM-140397	BODY APPLICATION	HEIL ASL - RAPID RAIL, 22-28 CY, CNG
9999-CUSTOM-142671	SURFACE	OPERATES IN LANDFILL
9999-CUSTOM-83335	PRODUCT AVAILABILITY	ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY
9999-CUSTOM-83098	CARB/EPA	CARB / EPA - CLEAN IDLE COMPLIANT
9999-CUSTOM-142054	FRAME - WHEELBASE	210 WHEELBASE
9999-CUSTOM-83058	FRAME SILLS	SINGLE SILL
9999-CUSTOM-142332	FRAME SILL LENGTH	30' FRAME SILLS
9999-CUSTOM-82526	CAB STYLE	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-82531	CAB / DOORS	LET2 STANDARD CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS
9999-CUSTOM-82493	DRIVE TYPE	RH DRIVE
9999-CUSTOM-83080	ENGINE MODEL	CUMMINS L9N, LET2
9999-CUSTOM-83084	TRANSMISSION MODEL	ALLISON 3000RDS, LET2
1000-3237	ENGINE	CUMMINS L9N, CARB HHD, 320HP, A/C, 3000RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
1007-1161	TRANSMISSION	TRANSMISSION ALLISON 3000RDS, TC-418, NON-RETARDER
9999-CUSTOM-142855	REAR SUSPENSION MODEL	HMX-EX-400 - HENDRICKSON HAULMAAX, 40,000 LBS RATED
9999-CUSTOM-83052	REAR DRIVE AXLE MODEL	DSH44P - REAR DRIVE AXLE

QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
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**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS (CONT.)****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL**

MODEL		DESCRIPTION
1201-1602	REAR SUSPENSION	REAR SUSPENSION ASSY - HENDRICKSON HMX-EX-400, @ 4° & 9.5°
2102-0133	ABS SYSTEM	ABS SYSTEM, BENDIX 4S/4M, ATC, 500K BAUD

CHASSIS		DESCRIPTION
9999-CUSTOM-142363	ENGINE PTO ADAPTER	1350/1410 FEPTO ADAPTER
2000-4830	DECALS - CHASSIS EXTERIOR	DECALS, EXTERIOR, CNG, TRANSYND
2003-0614	HVAC - CHASSIS	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING
2201-0118	WINDSHIELD WIPERS - CHASSIS	WINDSHIELD WIPERS, SINGLE DRIVE
1010-1232	AIR CLEANER	AIR CLEANER, CUMMINS L9N, CUMMINS OPTI-AIR, LET2
2103-0294	ELECTRICAL, ENGINE	ELECTRICAL, ENGINE, CUMMINS L9N, 500K BAUD
1006-1121	ENGINE MOUNTING	ENGINE MOUNTING, CUMMINS L9/L9N, SINGLE SILLS, 3000RDS, NON-RETARDER
1802-0076	CAB MOUNTING	CAB MOUNTING - LET2 STANDARD CAB
1502-0580	FRAME - FRONT EXTENSION	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER
1503-2963	OVER ENGINE CROSSMEMBER	OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2
2100-3347	ELECTRICAL, BASE, CHASSIS	ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG
1908-0088	AIR PIPING, REAR AXLE	AIR PIPING, TANDEM REAR AXLE
1204-0227	REAR BUMP BLOCKS	REAR BUMP BLOCK, CAST BOLT ON, HMX
1402-0629	POWER STEERING RESERVOIR	POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2
1401-0334	STEERING COLUMN CHASSIS (RH)	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 16" WHEEL
1400-0715	STEERING GEAR	STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2
2501-1525	TRANSMISSION OIL PIPING	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS
9999-CUSTOM-140304	FRAME MODIF, CENTER BEARING DRILLING	NO OPTION, CENTER BEARING DRILLING

QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
202309021239-B751 (Revision 1)	September 06, 2023	2 of 14	Atlas Disposal	Dobbs Truck Group

**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS (CONT.)****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL**

OPTIONS, CHASSIS		DESCRIPTION
1100A-0059	FRONT STEER AXLE	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, >190" WB, 16.5 X 7 ES1100 BRAKES
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS
2000-4718	LUBE, REAR DRIVE AXLE	LUBE, REAR AXLE, SYNTHETIC, DS405/DSH44P AXLES 80W-140
2503-0790	FUEL TANK	CUSTOMER SUPPLIED CNG TANK AND FMM, LET2
2100-3374	FUEL ACCESSORIES	CNG FUEL CAP/DOOR START INHIBIT (1 FRONT BUMPER FILL CAP AND FCM DOOR INTERLOCK)
2101-0634	BATTERY BOX	BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, STEEL COVER
1503-2281	BATTERY BOX SPACERS	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
2100-2518	ELECTRICAL, BATTERY DCS INDICATOR LIGHT	BATTERY DISC SWITCH, 1" AMBER INDICATOR (PILOT LIGHT) AT BATTERY BOX
2100-3272	ELECTRICAL, JUMP START	ELECTRICAL, JUMP START MOUNTED TO BATTERY BOX, STUD POST TERMINALS
2000-4831	ELECTRICAL, BATTERY CABLES	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 32/44, DISC SWITCH
2100-3324	ELECTRICAL, POWER FEED HARNESS	ELECTRICAL, POWER FEED, L9N/X12N, LH UP TO STA. 50
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2
1004A-0010	EXHAUST STACK	FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 36" LONG
2100-3361	ENGINE, ALTERNATOR	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N
2000-4701	ENGINE, DIPSTICK/OIL FILL	ENGINE DIPSTICK MTG ONLY, L9/L9N
162X-0529	ENGINE PROGRAMMING PARAMETERS	ENGINE PRGM-L9N, A/C, 5 MIN IDLE SHUTDOWN, 1450 RPM TA, 65 MPH
2502-0798	AIR DRYER	AIR DRYER, BENDIX, AD-IP
1910-0457	AIR PIPING, AIR DRYER	AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 68 / FRONT
2502-0827-CAB	AUTO NEUTRAL	PARK BRAKE AUTO NEUTRAL
2100-3505	ELECTRICAL, TCM	TCM-ALLISON,3000RDS,SGL DR,TC418,6 SPD,145 AG,L9N,500K, 6THGEN, FUEL SNS2.0
1502-0629	FRONT BUMPER	FRONT BUMPER, WIDE FLANGE FLAT BUMPER
1801-0591	FENDERS, FRONT	FENDER, FRONT - BLACK PLASTIC, LET2
1503-2857	AIR PIPING, FRAME SUPPORTS	FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, SINGLE SILLS

QUOTATION

DATE

PAGE

CUSTOMER NAME

DEALER NAME

**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS (CONT.)****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL**

OPTIONS, CHASSIS		DESCRIPTION
1906-0776	AIR PIPING, FRAME	FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS
1904-0073	AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES	BENDIX HEATED DV-2 AUTOMATIC DRAIN VALVE @ WET TANK ONLY
1906-0434	AIR PIPING, OPTIONAL CHARGE VALVE	SCHRADER CHARGE VALVE @ AIR DRYER
9999- CUSTOM- 142071	AIR SUSPENION OVERRIDE	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS
2000-4582	AIR HORN, CHASSIS	AIR HORN, DUAL TONE, UNDER CAB
2000-4368	BACK-UP ALARM	BACK-UP ALARM, ECCO RM907, 82-107DB, REVERSE SENSING, MOUNTS TO CTR BRG
9999- CUSTOM- 139179	RETAINER CABLES	NO OPTION-RETAINER CABLES
2-515-4787- 0139	TIRES/WHEELS - FRONT STEER AXLE	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 2.14" INSET
8-515-4787- 0140	TIRES/WHEELS - DRIVE AXLE	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 7.00" OUTSET
2501-1541	OIL PIPING, CAB TILT	CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW
1005-1893	ENGINE COOLING	RADIATOR; CUMMINS 2021 L9N, OFFSET RADIATOR LET2
2500-0122	ENGINE COOLING, OPTIONS	COOLANT RECOVERY BOTTLE
1004-2074	EXHAUST	EXHAUST, CUMMINS L9N, LET2
9999- CUSTOM- 140340	TRAILER BRAKES	NO OPTION - TRACTOR PROTECTION VALVE

OPTIONS, CAB		DESCRIPTION
1803-0087-CAB	CAB - DOOR (LH)	STANDARD DOOR, LH, ELECTRIC ROLL UP
1804-0086-CAB	CAB - DOOR (RH)	STANDARD DOOR, RH, ELECTRIC ROLL UP
1806-1316-CAB	CAB - MIRROR (LH)	REMOTE CONTROLLED SPLIT LENS MIRROR, LH STANDARD DOOR, 19 X 8 HEATED/MOTORIZED/LIGHT, SINGLE CONTROL, LUCERIX
1808-0106-CAB	CAB - MIRROR (RH)	REMOTE CONTROLLED SPLIT LENS MIRROR, RH STANDARD DOOR, 19 X 8 HEATED/MOTORIZED/LIGHT, LUCERIX
1806-1331-CAB	CAB - MIRROR, SPOT	MIRROR, SPOT - (1) LH / (1) RH BOTTOM MIRROR ARM, 7X8 RECTANGULAR, BLACK PLASTIC, HEATED
1401-0334-		

**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS (CONT.)****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL**

OPTIONS, CAB		DESCRIPTION
CAB	STEERING COLUMN CAB (RH)	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-82610	RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE	RADIO - MOUNTED ON RH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
2003-0614-CAB	HVAC - CAB	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING
2003-0369-CAB	CAB - DEFROST FANS	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
2100-3405-CAB	CAB, ELECTRICAL - IGNITION	CAB, IGNITION (6) KEYS D250, STD/BI-FOLD DOOR C250
2202-0082-CAB	CAB - DASH/INSTRUMENTATION	DIGITAL DASH, RHD, 8" SAMSUNG DISPLAY, MPH/KPH; DIESEL/CNG, LET2
2100-3436-CAB	CAB, ADAS	ELECTRICAL, CAB, MOBILE EYE ADAS
2100-2265-CAB	CAB - 12V POWER OPTIONS	2-WAY RADIO WIRE ROUTED TO OVERHEAD CONSOLE, 30 AMPS
2100-3219-CAB	CAB - 12V POWER OPTIONS	DISABLE AM/FM RADIO IN REVERSE
1907-0462-CAB	CAB - AIR PIPING	CAB AIR PIPING, RHD ONLY, SIT-DOWN SEATING, RH FOOTREST, LET2/LET2CC
1810-0061-CAB	CAB GRILLE	BATTLE GRILLE, SMOOTH FLAT BLACK

OPTIONS, CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	CAB - SEAT MATERIAL	SEAT - ASPHALT CLOTH
2001-0508-CAB	CAB - SEATS (LH)	SEAT 2-WAY ADJUSTABLE, SEARS C2, ASPHALT CLOTH, LH, LET2
2011-0273-CAB	CAB - SEATS (RH)	SEAT AIR RIDE, SEARS C2, ADJUSTABLE LUMBAR, ASPHALT CLOTH, RH, LET2
2000-4780-CAB	CAB - SEAT BELTS (LH)	SEAT BELT, BLACK, LH SIDE, FIXED SEAT, LET2
2000-4856-CAB	CAB - SEAT BELTS (RH)	SEAT BELT, BLACK, RH SIDE, AIR RIDE SEAT, LET2

CAB	DESCRIPTION	
1800-1894-CAB	CAB MODEL	CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2
1809-0174-CAB	CAB - OVERHEAD CONSOLE / RADIO	OVERHEAD CONSOLE, RHD, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2

**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS (CONT.)****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL**

CAB		DESCRIPTION
1809-0167-CAB	CAB - FLOOR GRIP TAPE	FLOOR GRIP TAPE INSTALLATION, LET2
1001-0946-CAB	CAB - ACCELERATOR PEDAL	ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE
2100-3347-CAB	CAB - BASE ELECTRICAL	ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT
2000-4561-CAB	CAB - GRAB HANDLES (LH)	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	CAB - GRAB HANDLES (RH)	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-82815	CAB, ELEC - DOOR WINDOWS - SWITCH COUNT	RH DRIVE, LH E/R, RH E/R
2100-3351-CAB	CAB, ELECTRICAL - DOOR WINDOWS	CAB, ELECTRICAL, POWER WINDOWS, 3 SWITCHES
2100-3374-CAB	FUEL ACCESSORIES, CAB	CNG FUEL CAP/DOOR START INHIBIT (1 FRONT BUMPER FILL CAP AND FCM DOOR INTERLOCK)
2000-4582-CAB	CAB - AIR HORN	AIR HORN, DUAL TONE, UNDER CAB
2102-0133-CAB	CAB - ABS SYSTEM	CAB ABS SYSTEM, BENDIX 4S/4M, ATC, 500K BAUD
1908-0088-CAB	CAB AIR PIPING, REAR AXLE	CAB AIR PIPING, TANDEM REAR AXLE, 4S/4M
2000-4810-CAB	DECALS - CAB INTERIOR	DECALS, INTERIOR, SINGLE DRIVE, CNG
2000-4797-CAB	DECALS - CALIFORNIA PROPOSTION 65	DECAL - CALIFORNIA PROPOSITION 65
1810-0043-CAB	CAB - MISC COMPONENTS	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
9999-CUSTOM-142070	AIR SUSPENSION OVERRIDE	NO OPTION - AIR SUSP DUMP VALVE, CAB

PAINT		DESCRIPTION
356-0322	PAINT, CAB	PAINT, CAB, STANDARD WHITE, G2-3460715-A
356-0323	PAINT, CHASSIS	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	PAINT, BUMPER	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

**BATTLE
MOTORS****TECHNICAL SPECIFICATIONS (CONT.)****ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL**

WARRANTY		DESCRIPTION
306A-0001	WARRANTY, CHASSIS	WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE
306A-0041	WARRANTY, ENGINE	WARRANTY, CUMMINS STANDARD, 2 YEAR
9999-CUSTOM-83306	WARRANTY, ENGINE MAJOR COMPONENTS	NO OPTION-WARRANTY, MAJOR COMPONENTS
9999-CUSTOM-83307	WARRANTY, AFTERTREATMENT	WARRANTY, CUMMINS STANDARD, 2 YEAR
306A-0014	WARRANTY, TRANSMISSION	WARRANTY, ALLISON, 3000RDS, 2 YR EXT, 5 YR COVERAGE
306A-0022	WARRANTY, DRIVE AXLE	WARRANTY, STANDARD 2 YEAR

CUSTOM OPTIONS		DESCRIPTION
9999-CUSTOM-140515	FRAME (QUOTE ONLY)	LET2 SINGLE SILL FRAME (TO BE DESIGNED BY ENGINEERING)
9999-CUSTOM-141985	PROP SHAFT (QUOTE ONLY)	PROP SHAFT (TO BE DESIGNED BY ENGINEERING)
9999-CUSTOM-141986	AIR PIPING, AIR DRYER (QUOTE ONLY)	NO OPTON (AVAILABLE IN UPPER SELECTION)


BATTLE
 MOTORS

TECHNICAL SPECIFICATIONS (CONT.)
ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

VEHICLE SPECIFICATION SUMMARY		UNIT	DESCRIPTION
MODEL			SALES LET2
ENGINE			CUMMINS L9N, CARB HHD, 320HP, A/C, 3000RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
PEAK POWER	HP	320	
PEAK TORQUE	NM	1000 @ 1300	
TRANSMISSION			TRANSMISSION ALLISON 3000RDS, TC-418, NON-RETARDER

**BATTLE
MOTORS**

GVWR

ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE	DSH44P	22,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	22,000 @ 130 / 68
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	RSH44	22,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	22,000 @ 130 / 68
DRIVETRAIN GVWR (LBS)						64,000
ENGINE APPLICATION GVWR (LBS)						66,000
TRANSMISSION APPLICATION GVWR (LBS)						62,000
TRUCK GVWR (LBS)						62,000

**BATTLE
MOTORS**

GVWR

ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

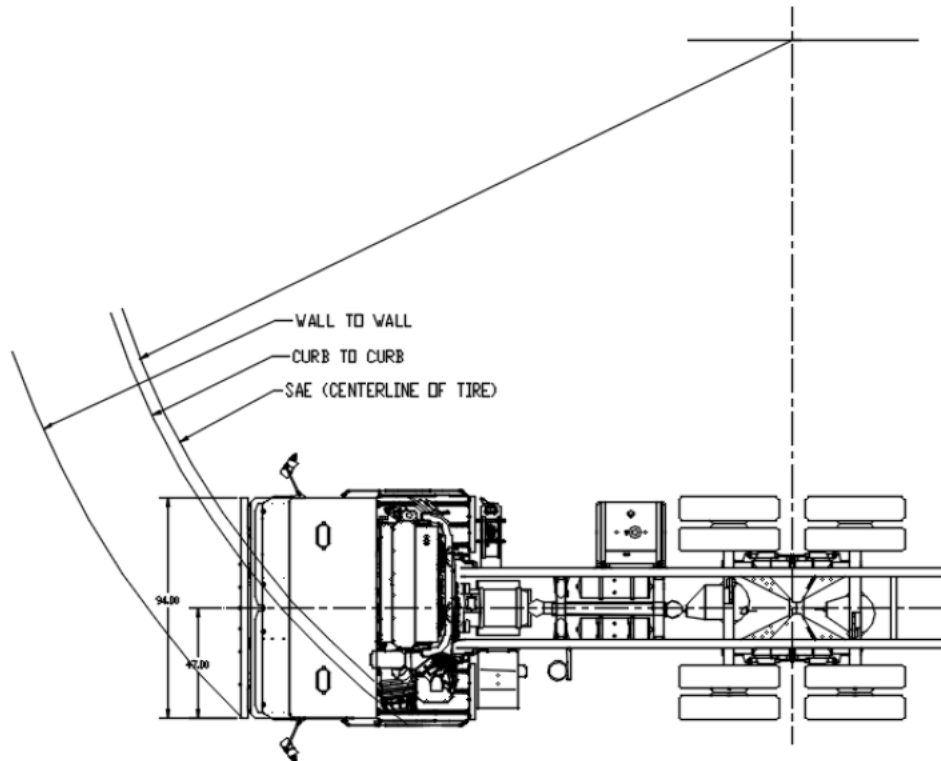
AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE	DSH44P	22,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	22,000 @ 130 / 68
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	RSH44	22,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	22,000 @ 130 / 68
DRIVETRAIN GVWR (LBS)						64,000
ENGINE APPLICATION GVWR (LBS)						66,000
TRANSMISSION APPLICATION GVWR (LBS)						62,000
TRUCK GVWR (LBS)						62,000



COMPONENT LOCATIONS

ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

COMPONENT	LOCATION
BATTERY CABLES	LH STA. 32/44
AIR DRYER	LH STA. 68 / FRONT



ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	36
CURB-TO-CURB (FT)	37
WALL-TO-WALL (FT)	39



COMPONENT LOCATIONS (CONT.)

ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)

FRONT AXLE GROUND LOAD (LBS)	10,469
REAR AXLE GROUND LOAD (LBS)	6,001
TOTAL VEHICLE WEIGHT (LBS)	16,470

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	186	INCHES
AF (AFTER FRAME)	UNKNOWN	INCHES



PAINT SPECIFICATIONS

ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

LOCATION	SELECTION
BATTERY BOX	POWDER COATED BLACK
BUMPER	STANDARD BLACK
CAB	STANDARD WHITE
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	XTRA POLISH
FUEL TANK	
REAR WHEELS	XTRA POLISH



CHANGE AND CANCELLATION POLICY

ATLAS DISPOSAL 3 AXLE HEIL RAPID RAIL CNG ASL PROPOSAL

CHANGE POLICY

Outside 12 weeks

Changes will be considered on a case-by-case basis outside of 12 weeks. All approved and accepted changes will be charged a \$250 fee per change.

Inside 12 weeks

Changes on non-major components will be considered on a case-by-case basis inside 12 weeks. All approved and accepted changes will be charged a \$250 fee per change.

No major component changes or chassis swaps will be accepted inside of 12 weeks. Major components include, but are not limited to, frame rails, cabs, engines, transmissions, axles, and suspensions

Inside 10 weeks

No changes or swaps will be accepted inside 10 weeks.

CANCELLATION POLICY

Chassis Orders Inside 12 weeks

Cancellations will be considered on a case-by-case basis inside of 12 weeks. All approved and accepted cancellations will be charged a \$5,000 fee per truck

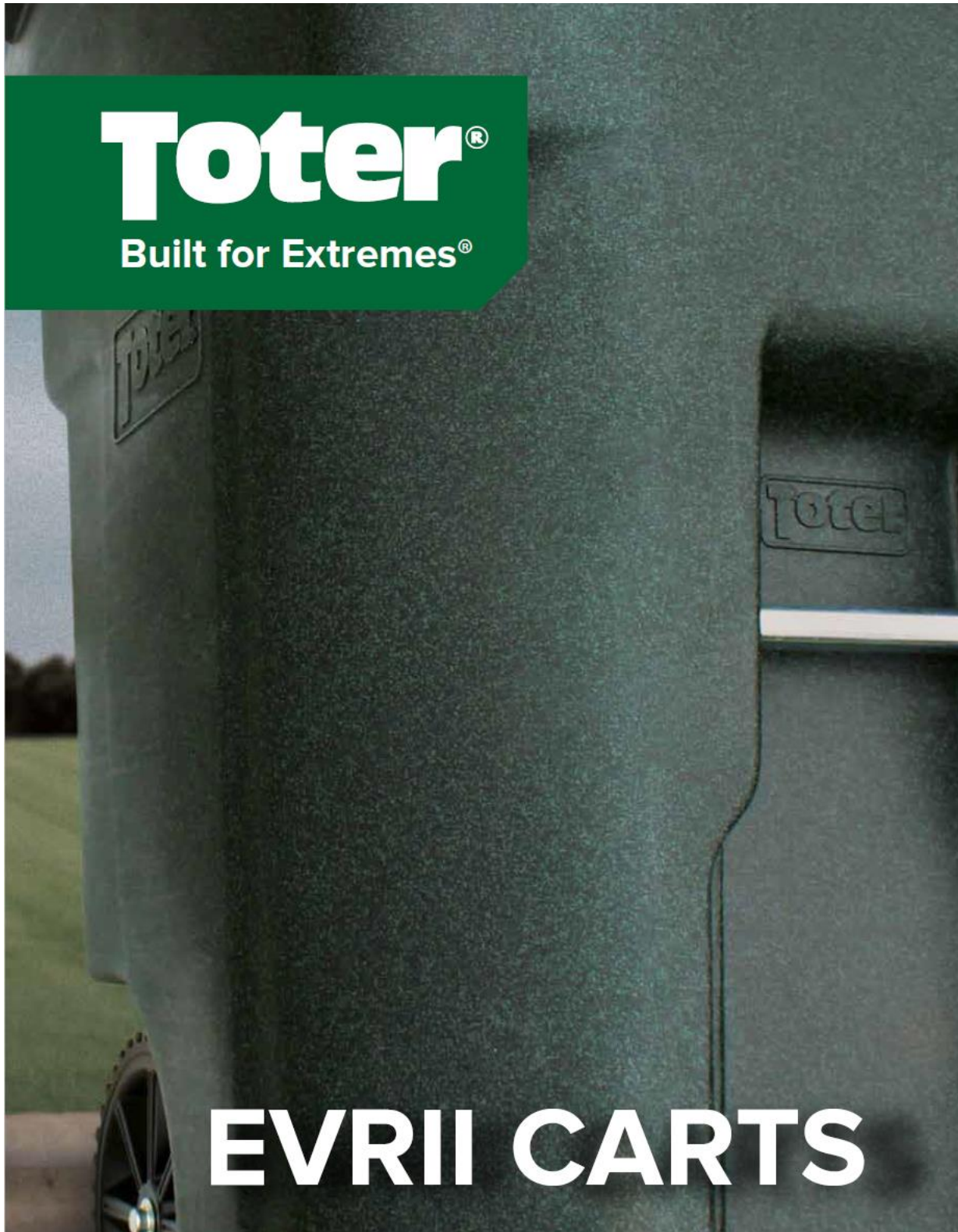
Chassis Orders Inside 10 weeks

No cancellations of chassis orders will be accepted inside 10 weeks.

Custom Chassis and Uniquely Specified Trucks Inside 12 weeks

No cancellations of custom chassis and uniquely specified orders will be accepted inside 12 weeks. A deposit of up to 25% may be required with a guaranteed purchase order for custom chassis.

All change and cancellation fees shall be automatically debited, via electronic means, through Automated Clearing House (ACH) transfers from the Customer directly to the Company in United States currency within fifteen (15) days of change or cancellation.





In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter molds intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology offer important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. During our molding

process, molds are filled with a pre-measured amount of plastic micro-pellets, then moved into an oven to melt the plastic material while the machine rotates. This rotation in heat causes the plastic to coat the inside of the mold. This method does not require high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle (unlike stress created by injection molding). The mold is transferred to a cooling chamber to cure, where a microprocessor controls the cooling cycle to optimize impact strength and performance of the final product. After slowly cooling with air and water, the cart is removed from the mold to be trimmed, imprinted and assembled. Important products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when serviced by an automated arm, and especially in cold temperatures. Extreme environments, such as Anchorage, Chicago, Detroit, Seattle, Pasadena, and numerous other cities have proved that advantage. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts. Our molding process and material create a 15-20+ year cart life expectancy, which in turn allows Toter to back our carts with a 12 year cart body warranty and 10 years on all other components.

A few of our customers with carts over 15-20+ years old include are:

- Macon, GA - 132K carts over 45 years
- Washington, DC - 377K carts over 40 years
- Visalia, CA - 105K carts over 35 years
- Salt Lake City, UT - 259K carts over 34 years
- Pasadena, CA - 86K carts over 33 years
- Statesville, NC - 21K carts over 33 years
- Winston-Salem, NC - 214K carts over 31 years
- Tucson, AZ - 337K carts over 31 years
- Dayton, OH - 288K carts over 31 years
- Austin, TX - 775K carts over 30 years
- Pensacola, FL - 28K carts over 29 years
- Des Moines, IA - 189K carts over 29 years
- Houston, TX - 464K carts over 24 years
- San Antonio, TX - 1 million carts over 18 years
- Montgomery County, MD - 59K carts over 18 years
- Fort Worth, TX - 82K carts over 18 years
- Vancouver, BC, Canada - 232K carts over 17 years
- Lauderdale County, FL - 31K carts over 17 years
- Fort Wayne, IN - 200K carts over 16 years
- Greensboro, NC - 118K carts over 15 years
- Akron, OH - 145K carts over 15 years



The list shows just a very few of our thousands of customers. Reference information is included in this submission.



TOTER'S COMMITMENT TO SUSTAINABILITY –

We invite the City to consider a new Toter program – Project25!

Toter launched in October 2021 a new sustainability program as part of our Corporate REsponsibility (CORE) initiative known as **Project25**. As part of this program, Toter is committing to reduce the amount of virgin resin used in our entire manufacturing operation's roll cart production by 25%. Toter can then manufacture Black carts with up to 50% recycled resin (and lesser percentages of inclusion in other colors, like green). The recycled resin will include post-consumer (PCR) and post-industrial (PIR) recycled materials and will soon be utilized at higher levels in Toter's six most popular colors.

Project25 ensures that we are consciously decreasing the carbon footprint of our carts and our customers' sustainability in waste collection projects! We are focusing on the Toter brand products, and this commitment will help reduce Toter's carbon footprint by at least 9% per cart.



The decrease per cart is calculated from a 2020 study by Resource Recycling Systems, who evaluated a Toter cart's cradle to grave carbon footprint in an ISO 14044 compliant life cycle assessment (LCA) with a critical review. The LCA estimated that 62% of a Toter cart's environmental footprint comes from resin.

"Of course, maintaining Toter's legendary toughness and durability, while reducing the virgin resin in our carts, was the only option," added Kinder. "As Toter's LCA confirmed, extending a cart's lifespan is one of the most critical components to decreasing a cart's carbon footprint." Toter carts will continue to be "Built for Extremes™" - maintaining toughness and durability, while not only reducing virgin resin and increasing recycled material usages, but also maintaining the long lifespan of carts Toter customers have experienced in the past.

With Project25, Toter continues to be a leader in the industry in the manufacture of more sustainable carts while maintaining construction quality and color selection. Find out more about our LCA and Project25 and help reduce your carts' carbon footprint at www.toter.com.



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim® to extend the life of the cart.

Think Tough.



Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike injection molded carts
- Tough and durable
- 12-year body warranty
- Fade-resistant



BEFORE

Toter carts are extremely impact-resistant – they flex, but don't break.



AFTER

CART FEATURES



Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.

Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Rugged wheels make maneuvering a breeze – even when completely full.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.





- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



**96-gallon EVRII
Universal / Nestable**

Part Number:
79296
Size (l x w x h)
35-1/2" X 29-3/4" X 43-1/2"
Load Rating
335 lbs/151.9 kg
Wheel Diameter
10"



**35-gallon EVRII
Universal**

Part Number:
79235
Size (l x w x h)
23-3/4" X 19-3/4" X 38-1/4"
Load Rating
122 lbs/55 kg
Wheel Diameter
10"



**64-gallon EVRII
Universal / Nestable**

Part Number:
79264
Size (l x w x h)
31-1/2" x 24-1/4" x 41-3/4"
Load Rating
224 lbs/101.6 kg
Wheel Diameter
10"



**32-gallon EVRII
Universal / Nestable**

Part Number:
79232
Size (l x w x h)
24" x 19-3/4" x 37-1/2"
Load Rating
112 lbs/50.8 kg
Wheel Diameter
8"



**48-gallon EVRII
Universal / Nestable**

Part Number:
79248
Size (l x w x h)
28-3/4" x 23-1/2" x 37-1/2"
Load Rating
168 lbs/76.3 kg
Wheel Diameter
10"



**21 & 24-gallon EVRII
Universal****

Part Number:
79221 & 79224*
Size (l x w x h)
23-1/2" X 19-3/4" X 34-1/2"
Load Rating
21 gal- 73.5 lbs/33.4 kg
24 gal- 84.0 lbs/38.1 kg
Wheel Diameter
10"



**16-gallon EVRII
Universal / Nestable****

Part Number:
79216
Size (l x w x h)
24" x 19-3/4" x 37.25"
Load Rating
56 lbs / 25 kg
Wheel Diameter
10"

* Does not nest when fully assembled.
** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Toter organics carts are leak-resistant with a fully enclosed stop bar journal under normal usage.

Available in 21-, 32-, 48-gallon sizes

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg



EXCEEDS ANSI STANDARD
Independently tested to
withstand 6-H lbs per gallon.

OPTIONAL FEATURES:
Lids to keep critters out with
a locking gravity latch that
opens automatically when
cart is picked up by the waste
collector



AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Available at an additional charge

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVRII Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.

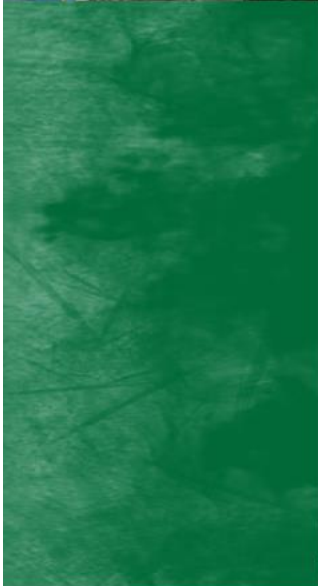


Toter carts are compatible with both fully automated arms (left) and semi-automated lifters (right).



STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVRII Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.



Advanced Rotational Molding™ Process

How is a tough-as-nails Toter® cart manufactured? It begins with our patented Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle.

The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with injection-molded products.

The mold is then transferred to the cooling chamber for curing. The cooling cycle is controlled to optimize the final product's impact strength and performance. After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and Advantages of Our Process

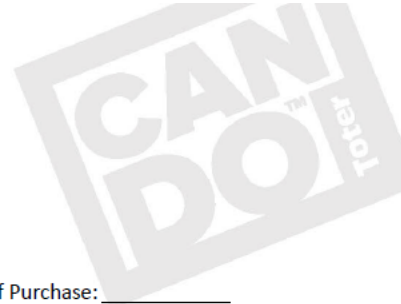
Advanced Rotational Molding™ eliminates the built-in stress, weakness and brittleness associated with injection-molded products. In addition, Toter uses linear medium-density polyethylene (MDPE) that is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high-density polyethylene (HDPE), which is rigid and brittle and offers poor impact resistance.

- Superior toughness and durability
- Single-piece product design
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish



MORE PRODUCTS AVAILABLE AT TOTER.COM





Original Purchaser: _____

Date of Purchase: _____

**MANUFACTURER'S DIRECT TWELVE/TEN YEAR WARRANTY
RESIDENTIAL WHOLESALE/MUNICIPAL**

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container– Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: www.toter.com, the terms of which are incorporated herein, a hardcopy of which is available upon request. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

Toter® Two-Wheel Cart/Container

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; all other standard components - 10 Years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable and does not include freight.

Specifically excluded from this warranty are labor and installation, alterations, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC

Effective for qualified purchases on or after January 25, 2016

(Rev. 05/2016)

P.O. Box 5338 | 841 Meacham Road | Statesville, NC 28677 | 704.872.8171 | 800.424.0422 | www.toter.com



SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF ALTERATIONS, NEGLIGENCE OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 05/2016)

P.O. Box 5338 | 841 Meacham Road | Statesville, NC 28677 | 704.872.8171 | 800.424.0422 | www.toter.com



January 5, 2024

EXHIBIT 6

BEST AND FINAL PROPOSAL

Dave Sikich, CEO
 Brian Waters, COO
 Atlas Disposal
 3035 Prospect Park Drive
 Rancho Cordova, CA 95670

1) Best and Final Rates:

Refer to Form K

2) Proposed Processing Facilities:

Our Facilities: **Unchanged from original proposal**

Recycling Center Sacramento Recycling and Transfer (SRT) 8491 Fruitridge Road, Sacramento CA 95826 Distance from City Hall: 7.8 miles Hours: 8am – 5pm Permitted Capacity: 2,500 TPD Recovery rate net of residuals: In compliance	Materials Accepted Mixed Municipal See also: CalRecycle SWIS Facility Information: https://www2.calrecycle.ca.gov/SolidWaste/Site/Summary/2543 And the following Summary Page from the above site.
Composting Facility Napa Recycling – Yolo County Central Landfill 44090 County Road 28H, Woodland CA 95776 SWIS 57-AA-00001 Distance from City Hall: 26.4 miles Hours: 6:30am – 4pm Permitted Capacity: 1,000 TPD Recovery rate net of residuals: In compliance	Materials Accepted Green Waste Food Waste See also: CalRecycle SWIS Facility Information: https://www2.calrecycle.ca.gov/SolidWaste/Site/Summary/4033 And the following Summary Page from the above site.
Disposal Site County of Sacramento – Kiefer Landfill {Accepts: MSW} 12701 Kiefer Boulevard,	Zanker - Greenwaste 4201 Florin Perkins Rd {Accepts: Bulk Waste & C & D Material} Sacramento, CA 95826

3) New Vehicle Specifications:

Refer to Form E* - Unchanged from original proposal

4) **Public Education Budget:**

The 2025 proposed public education budget stays the same as what we presented in December of 2023, at **\$162,000**. However, we did reallocate the dollar amounts to reflect our priorities within the education campaign elements as per the chart below.

We will be enhancing it with a sponsored scholarship program. We will be providing \$5,000 annually in scholarship funds to Rancho Cordova. We will provide this with a distribution based on the 5 council districts (\$1,000 per district). The criteria will be created in partnership with the city council members of each district. We would like to propose the criteria be around the emphasis on Environmental impact.

2025 Public Education Budget Comparison	
Education Campaign Elements	Atlas
4 Annual Campaigns	\$40,000
Annual Customer Service Guide (design, mailing)	\$25,000
School Outreach	\$8,500
Contamination Auditing	\$6,000
Hauler transition campaign *2024	\$34,000
Compost workshops	\$2,000
Edible Food Education and Collection Events	\$12,500
<i>Sustainability in Events</i>	<i>\$3,000</i>
Promotional Items for event giveaways	\$3,000
<i>Scholarships</i>	<i>\$5,000</i>
Other (flyers, digital ads, social media, etc.)	\$23,000
Total Proposed 2025 Public Education Budget	\$162,000
*Without hauler transition campaign after Year 1	\$128,000

5) **Annual Tip-Fee Increases at Disposal Facilities:**

The cost of disposal at our designated landfill (Kiefer) is only 10% of total services. For this reason, a landfill increase, even a significant increase, will not materially change our total costs. In the instance where the annual tip-fee increase at the designated landfill exceeds the annual CPI adjustment during the 10-year contract term, it is highly unlikely Atlas will need to request an extraordinary adjustment.

Kiefer is funded through the Solid Waste Enterprise Fund. This limits their increases to their actual costs and not a profit margin. As the largest privately held company using Kiefer Landfill, we are extremely comfortable with their rate structure and future increases throughout the life of this contract.

If the disparity between the annual CPI and Kiefer Landfill's increase is in excess of 8%, (CPI at 2% vs Kiefer's increase at 10%), Atlas may ask for an extraordinary adjustment. Things we will consider before asking for an extraordinary adjustment are:

- ability to mitigate landfill increases.
- history of increases (Kiefer has a history of not increasing every year)
- probability of future increases
- the impact of overall costs

We are comfortable with the provision in the draft franchise agreement that specifies the process in which an extraordinary rate adjustment is requested. Atlas would submit the request with payment of \$25,000 to defray the City's cost to review. The request and burden of proof is on Atlas to explain the extraordinary increase and why it is needed. The City has the sole determination over the approval of the request.

6) **Pro's and Con's:**

Slide below: Presented in December 2023

Atlas Disposal		Republic Services	
<u>Pros</u>	<u>Cons</u>	<u>Pros</u>	<u>Cons</u>
Local headquarters and call center	No previous residential contracts	Significant residential experience	Corporate structure sometimes challenging
Higher diversion (45% to 52%)	Higher rates for standard collection services	Nearly 20-year history in Rancho Cordova	Lower diversion (43%)
~1M less vehicle miles over 10-year contract	Transition can be confusing to residents	No transition of service providers	~1M more vehicle miles over 10 years
~ 50% higher public education budget	Rate uncertainty with Kiefer landfill disposal	Significant financial/staff resources	Lower public education budget
Lower total cost over 10-year contract		Possible future electrification of fleet	Higher total cost over 10-year contract
Edible food recovery to support non-profits		Future advances in plastics recycling (Polymer Center)	Remote call centers sometimes challenging
RNG equivalent fuel		Positive customer survey response	

Elaborating on the Existing Pro's:**1M less vehicles miles over 10-year contract:**

- This saves the equivalent of 40.16 trips around the equator.
- This will have a positive impact on the environment.
- It will decrease the likelihood of an incident or accident on the road for the public and our drivers.
- Per the State-by-State IIHS, for every 100 million miles driven there are 12.9 deaths per year and 39,508 crashes. This equates to saving 1.29 lives and 3,950.80 crashes over the 10-year contract. *Resource:* www.iihs.org
- There is less wear and tear on the roads of Rancho Cordova.
- We will be able to stabilize pricing with less wear and tear on our vehicles and fuel, which will help control the overall cost of our operation and contract.

Local headquarters and call center:

- All customer service calls are handled in the City of Rancho Cordova.
- Our employees are not set up remotely.
- Atlas employees currently office out of Prospect Park location in Rancho Cordova and are familiar with the community.
- Our employees are part of the culture of Rancho Cordova and can build a rapport with those customers quickly.
- In the early years, the Atlas leadership team provided waste collection services firsthand in the Rancho Cordova area as drivers.
- Local owners will always respond, and no consultants will represent Atlas in absence of a leader.

Adding Pro's:**No previous residential contract:**

- Total of 50+ years' leadership experience in executing residential services.
- The Atlas brand has been around for more than 25 years.
- Atlas has zero turnover in executive leadership.
- Atlas has been and is currently participating in the following items specific to Rancho Cordova.
 - ✓ Atlas is a proud sponsor of many major Rancho Cordova City events.
 - ✓ Atlas is a member of the Chamber of Commerce.
 - ✓ Atlas is a board member of Capital Air Show.
 - ✓ Atlas has had 4 team members attend the leadership Rancho Cordova class.
 - ✓ Atlas has been a longstanding Magic Maker for the Cordova Community Council in addition to being on their board for many years.

The Contract:

- In our initial response, Atlas has zero exceptions to the contract and Republic had 17 exceptions.
- Atlas approval process and decision making is made by local leadership when it comes to this contract. There is no corporate red tape.

The Rate:

- Atlas rate methodology is designed to encourage recycling in alignment with the city goals.
 - ✓ If the city feels like individual services should be weighted differently, we would be happy to engage in rate setting conversation.
- In an apple-to-apple comparison using Kiefer landfill, Atlas was 10 million dollars and/or 10% cheaper over the 10-year contract.
- In our initial response Atlas was also cheaper taking into account all available landfill options.

Transition can be confusing to residents:

- The only item(s) that will change is the truck color. Residents don't care about the color of the truck.
- There will be no changes to the services provided to residents.
- The goal is to retain all drivers/operators during the transition.
- Atlas service is rated over 4 stars on Google and Yelp.

Experience in Rancho Cordova:

- 25 years serving the community of Rancho Cordova as Atlas.

Financial Resources:

- Financial decisions are made quicker and easier based on local ownership.
- The City of Rancho Cordova staff has vetted and verified that our finances are able to support this contract.

Future of our Fleet:

- Every company needs to follow the state mandate to electrification of fleet.
- Electrification of the Atlas Fleet is currently being executed due to mandate.
- We installed charging stations in our yard.
- We have truck(s) on order.

Technology:

- At Atlas, we will continue to build onto Smart City and Smart Waste Management programs. We currently use 3rd Eye and GPS tracking. Please refer to document 1.1 of the appendix for more information.
- We will utilize our social media platform, email distribution and mailers to help enhance the communication of this transition.
- A mobile application is being created for the enhancement of our customer experience with Rancho Cordova residents.
- We will use a survey function such as "Ask Nicely or Survey Monkey" to collect data on feedback. This will help with improving services.

Appendix 1:1**Embracing Advanced Technological Innovations at Atlas Disposal for Sustainable and Efficient Solid Waste Management in Smart Cities****Introduction**

Atlas Disposal, a leader in modern waste management, is dedicated to pioneering innovative solutions that align with the evolving concept of Smart Cities. Recognizing the critical role of Artificial Intelligence (AI), data analytics, and cybersecurity, our strategy is to enhance operational efficiency, promote environmental sustainability, and foster community development through high-paying technical jobs.

Smart Cities and Smart Waste Management in Rancho Cordova**Embracing the Smart City Concept**

In the era of Smart Cities, Atlas Disposal and the City of Rancho Cordova are at the vanguard of waste management transformation. Smart Cities utilize advanced electronic methods for data collection and analysis, improving asset, resource, and service management.

Smart Waste Management as a Core Element

Smart waste management is vital in this transition. Together with Rancho Cordova, Atlas Disposal is digitizing waste management operations using IoT, GPS, and RFID technologies. This shift towards smart, efficient, transparent systems is in line with our advanced AI and data analytics strategy.

Our Commitment to Smart City Development

Our collaboration with Rancho Cordova goes beyond technological advancement; it's about enhancing community welfare and sustainable urban development. Integrating smart waste management within the Smart City framework sets a model for future cities.

Technological Innovations and Their Implementation**1. AI and Data-Driven Strategies**

- Enhanced Route Optimization
- Improved Waste Sorting and Recycling Processes
- Customer Engagement and Education

2. Cybersecurity Measures

- Ensuring data security in a data-centric environment.

Benefits of Technological Innovations

- **Operational Efficiency:** Streamlined processes for enhanced productivity.
- **Environmental Sustainability:** Carbon footprint and energy consumption optimization.
- **Customer Satisfaction:** Improved service quality through technology.
- **Compliance and Reporting:** Automated and real-time monitoring.

Community Impact and Job Creation

- **High-Paying Technical Jobs:** Creation of technical roles in emerging technologies.
- **Training and Development Programs:** Workforce development in the tech sector.
- **Community Engagement and Support:** Strengthening community relations.

Future Initiatives and Growth

- **Sustainable Operations:** Long-term environmental commitments.
- **Smart Scheduling and Debris Analysis:** AI algorithms for city planning.
- **Waste Generation Prediction:** Predictive analytics for resource allocation.
- **Strategic Decision-Making:** Technology-driven growth planning.

Conclusion

Atlas Disposal is committed to technological innovation, with a focus on environmental stewardship and community welfare. Our approach is designed to not only optimize operations but also support strategic decision-making for growth and sustainability in the Smart City framework.

References

1. Role Of Technologies And Mobile Apps In Waste Management by Amit Samsukha, Forbes Technology Council. Forbes Article
2. Integrating Smart Technology in Urban Waste Management by the Smart City Development Journal.
3. AI in Environmental Services: Transforming Waste Management from the Environmental Tech Innovation magazine.
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5. Sustainable Urban Planning: The Role of Smart Waste Management by the International Journal of Urban Development.

Form K (continued)
SERVICE RATES PROPOSAL

Base Rates are using the current carts,
Kiefer Landfill, and three large item pick-ups

	7/1/2024 Rates Republic	BASE PROPOSAL Option 1 Kiefer Landfill	Option 2 Alternate Landfill (optional)	Option 3 New Carts	Option 4 Two Large Item Collections	Service Alternative
Desired Landfill		Kiefer				
32-gallon trash can	\$28.95	\$ 31.54				
64-gallon trash can	\$34.47	\$ 37.79				
96-gallon trash can	\$45.91	\$ 50.72				
Street Sweeping	\$1.09	\$ 1.53				
Additional large item/yard (over 10 yards)	\$11.34	\$ 12.81				
Late set-out trash per cart (same day)	\$7.34	\$ 8.29				
Late set-out trash per cart (next day)	\$12.45	\$ 14.07				
Late set-out recycle per cart (same day)	\$6.68	\$ 7.55				
Late set out recycle per cart (next day)	\$10.38	\$ 11.73				
Late set-out green waste/cart (same day)	\$6.68	\$ 7.55				
Late set-out green waste/ cart (next day)	\$11.80	\$ 13.33				
Extra 32-gallon trash cart	\$7.89	\$ 8.92				
Extra 64-gallon trash cart	\$11.08	\$ 12.52				
Extra 96-gallon trash cart	\$15.68	\$ 17.72				
Extra recycle cart	\$2.98	\$ 3.31				
Extra green waste cart	\$5.12	\$ 5.79				
Extra cart exchange	\$33.05	\$ 37.35				
Recycle contamination charge	\$23.34	\$ 26.37				
Green waste contamination charge	\$23.34	\$ 26.37				
32-gallon cart replacement with delivery	\$78.08	\$ 88.23				
64-gallon cart replacement with delivery	\$83.35	\$ 94.19				
96-gallon cart replacement with delivery	\$88.56	\$ 100.07				

The monthly fees for residential waste collection and recycling services are dependent on the garbage can size. The monthly fees cover the following services: curbside collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public education and outreach; customer service and billing; the bulky item program and illegal dumping collection; street sweeping; and one additional free recycling or organics cart.

CITY DIRECT CHARGES		
Debris Collection Service above 2,000 yd ³ (Section 12.02.2)	\$ 160.00	Per Ton
Street Sweeping Other Associated Work (Section 17.23.1)	\$ 235.00	Per Vehicle per Hour
Emergency Services Hourly Rate (Section 19.01)	\$ 250.00	Per Vehicle per Hour

3559

Exhibit 7

3560

Monthly Street Sweeping Reports

3561 Contractor shall compile data on a daily basis and report the following information in
3562 electronic format to City on a monthly basis:

3563 Daily Route Data – Contractor shall provide the following data for each portion of the route
3564 swept. Data shall include at a minimum, the following information:

- 3565 1. Date of sweep
- 3566 2. Route number
- 3567 3. Street Sweeper identification number performing each route
- 3568 4. Name of sweeper operator on each route
- 3569 5. Total number of miles scheduled on entire route
- 3570 6. Total number of miles swept on entire route
- 3571 7. Beginning and ending odometer readings for portion of route completed
- 3572 8. Location of Sweep Waste transfer site or dumpsite
- 3573 9. Estimate of tons of debris collected and delivered to transfer site or dumpsite
- 3574 10. Estimate of volume (in cubic yards) of debris collected and delivered to transfer
3575 site or dumpsite
- 3576 11. Listing of streets not swept and reason for not sweeping
- 3577 12. Approximate number of parked cars using on-street parking on each sweep route
- 3578 13. Location of street trees that interfere with sweeping operations

Residential Solid Waste Services and Street Sweeping Contract

3579

Exhibit 8

3580

Example Quarterly Report Table Format and Content

3581

3582 Customer Services Comment Report

Services Performed		JAN	FEB	MAR
BU1	Charged Bulky Pickup service	205	181	343
BU2	Violation of Bulky policy and or piles larger than 10yds (yds over collected)	54	284	327
BU3	Illegal Dumping / City reported (yds collected)	23	32	3
BUL	Scheduled Bulk Pickups-Regular	1717	1584	2564
APP	Scheduled Bulk Pickups-White Goods	127	126	177
EXB	Extra Pickup -- Same Day	7	6	0
EXR	Extra Pickup -- Off Day	17	13	26
EXC	Chargeable Container Exchange	4	1	4
RTM	Missed Trash Pickups	253	101	105
RRM	Missed Recycle Pickups	113	38	53
RYM	Missed Greenwaste Pickup	55	52	26
NCE	Valued Customer Courtesy Ret-Trip	12	18	15
MED	Sharps Stops for Pickups	14	18	36
MED	Sharp Container Pickups	22	31	48
Comments or Call-Ins		JAN	FEB	MAR
CSNC	Non-Billable Cart Change	0	1	6
CSBC	Change in Billing Cart Size	6	6	11
CSTN	Tagged-No Service	0	0	0
CSTY	Tagged-Still Serviced	0	0	0

Residential Solid Waste Services and Street Sweeping Contract3583 Residential Disposal Report

Report Year		2023	
Disposal Site: Newby Island MRF		Jan	Feb
A1	Recyclables Collected	549.9	389.3
A2	Residual %	18%	18%
A3	Residual Amount (A1*A2)	99.0	70.1
A4	Net Diverted Recyclables (A1-A3)	450.9	319.2
Disposal Site: Forward Landfill; Kiefer Landfill			
B1	Waste Collected	1,504.6	1,211.4
Disposal Site: Disposal Site Varies			
	Mixed Organic Waste Collected (tons)	749.9	870.0
	Residual % - estimation*	3.46%	
	Residual Amount (tons)	25.95	-
C1	Total Diverted (tons)	723.96	869.96
Disposal Site: Organics Waste Disposal Site Allocations			
	Percentage allocated to Bowles Farming, Dos Palos (tons) estimate	63.43%	
	Yard Waste sent to Bowles Farming, Dos Palos (tons) estimate	475.67	-
	Percentage allocated to Van Vleck, Rancho Murieta (tons) estimate	9.08%	
	Yard Waste sent to Van Vleck, Rancho Murieta (tons) estimate	68.09	-
	Percentage allocated to Yolo County Central Landfill (tons) estimate	27.49%	
	Mixed Organics sent to Yolo County Central Landfill (tons) estimate	206.15	-
Disposal Site: Elder Creek			
D1	Bulky Item Clean-up White Goods	14.1	23.0
Disposal Site: Zanker (Florin Perkins Disposal) and Sierra Waste			
E1	Bulky Item Material Collected	336.2	263.5
E2	Residual % - estimation*	20.1%	20.1%
E3	Residual Amount (E1*E2)	67.61	52.98
E4	Net Diverted Bulky Items (E1-E3)	268.6	210.5
F1	Illegal Dumping Yards Collected**		
Recycling Facility: Safety Kleen			
H1	Used Oil (Gallons)	46	350.0
H2	Oil Filters	11	95.0
H3	Used Oil Diversion (H1*7.58lbs/2000)	0.2	1.3
Recycling Facility: CEAR			
I1	CRT Collection - Sierra Waste	3.15	1.52
I2	CRT - Elder Creek	-	-
I3	Total CRT (I1+I2)	3	2
I4	CRT Diversion (I3*50 lbs/2000)	0.08	0.04
Recycling Facility: Modern Waste			
J1	Batteries (Bags)	34	195
J2	Batteries Diverted -Tons (I1/2000)	0.05	0.3
Disposal Site: Stericycle			
K1	Sharps Stops for Pickups	10	21
K2	Sharp Container Pickups	18	37
T1	Total Diverted (A4+C1+D1+E4+G1+H3+I4+J2)	1,457.9	1,424.3
T2	Total Disposed (A3+B1+E3)	1,697.1	1,334.5
T3	Total Collected (T1+T2)	3,154.9	2,758.8
T4	Diversion Rate (T1/T3)	46.2%	51.6%
*estimation based on SWA's facility average from the past quarter			
**Yardage correlated with the city service requests			

3584

Exhibit 9

3585

Administrative Charges

3586

3587

PERFORMANCE STANDARD ITEM	ADMINISTRATIVE CHARGE	IF CURED WITHIN 30 Days (1)	CONTRACT REFERENCE (2)
ARTICLE 1 - DEFINITIONS			
ARTICLE 2 - TERM OF CONTACT			
ARTICLE 3 -CONDITIONS GOVERNING SERVICES PROVIDED BY THE CONTRACTOR			
ARTICLE 4 - FRANCHISE FEES AND PAYMENTS			
Failure to submit to City all payments by the deadlines required under the provisions of this Agreement	1% of total amount due for every month or portion of a month overdue.		Article 4
ARTICLE 5 -COLLECTION RATES			
ARTICLE 6 -COLLECTION SERVICE BILLINGS			
ARTICLE 7 - DIVERSION REQUIREMENTS			
Failure to meet Annual Minimum Diversion Requirement	Shortfall of 0.1% - 2%: \$25,000 Shortfall greater than 2%: \$50,000		Article 7
ARTICLE 8 - SERVICE UNITS			
Failure to provide carts to new Service Units within five (5) Work Days (3)	\$50/day		Section 8.02.1

Residential Solid Waste Services and Street Sweeping Contract

ARTICLE 9 - GENERAL REQUIREMENTS			
Commingling of any of the three commodities or Commingling of any City materials with non-City materials	\$1,000/event		Section 9.07
Disposing of Recyclable Materials or Organic Recyclable Materials without the City's written approval	\$1,000/event		10.08.3
Failure to follow Recyclable Materials and Organic Recyclable Material Contamination Protocols or issue Contamination Notice	\$250/route/day		Section 9.09
Failure to complete Transition Plan as specified in Exhibit 9	\$100/day/individual requirement	\$0.00	9.14
Failure of collection containers to be compliant with the specifications of Exhibit 4	\$50/container/day	\$0.00	Exhibit 4
ARTICLE 10 - RESIDENTIAL COLLECTION SERVICE			
Failure or neglect to complete at least ninety percent (90%) of each route on the regularly scheduled collection day	\$1,000/route		Articles 10, 13
Providing collection services outside of specified hours and days of collection	\$100/day		Section 10.05
Failure to return containers to the upright position in the same location as set out for collection	\$25/container for any more than ten (10) knocked over containers per day for all routes		Section 10.06

Residential Solid Waste Services and Street Sweeping Contract

Failure to provide Additional Containers within five (5) Work Days of Service Recipient request (3)	\$50/day	Section 10.06.3	
Failure to replace containers within five (5) Work Days of Service Recipient request (3)	\$50/day	Section 10.06.4	
Failure to exchange containers within five (5) Work Days of Service Recipient request (3)	\$50/day	Section 10.06.6	
Delivery of any Solid Waste load to a non-Approved facility	\$1,000/load	Sections 1.35, 1.56, 1.61 Sections 10.07.2, 10.08.3, 10.10.2	
Failure to schedule and collect Large Items within (7) Work Days of Service Recipient request (3)	\$50/day	Section 10.12.2	
Failure to process bulky waste and large Items for recovery using a City approved certified sorting facility	\$250 per load	Section 10.12.4	
ARTICLE 11 - CITY COLLECTION SERVICES			
ARTICLE 12 - OTHER COLLECTION SERVICE			
ARTICLE 13 - COLLECTION ROUTES			
Changing routes without proper notification and approval by the Contract Administrator	\$500/route/day	Section 13	

Residential Solid Waste Services and Street Sweeping Contract

Failure to conduct the required number of Route Reviews	\$50/review below minimum required annual number	\$0.00	Section 13.04
ARTICLE 14 - BILLING AUDITS AND PERFORMANCE REVIEWS			
ARTICLE 15 - COLLECTION EQUIPMENT			
Failure to use new collection vehicles as of July 1, 2026			\$100/day /vehicle \$0.00
Using a collection vehicle that is older than ten (10) years without City's written permission	\$100/day/vehicle		Section 15.02
Failure to display Contractor's name and customer service phone number on Collection vehicles as required	\$100/incident/day	\$0.00	Section 15.07
Vehicles in excess of legal load weight	\$100 per vehicle after ten (10) such instances in any given calendar quarter unless overweight by more than one (1) ton (2,000 lbs.)	Section 15.04	
Vehicles in excess of 2,000 lbs. legal load weight	\$250 per overweight load	Section 15.04	
ARTICLE 16 - CONTRACTORS OFFICE			
Failure to maintain call center hours as required by this Agreement			\$100 per day \$0.00

Residential Solid Waste Services and Street Sweeping Contract

Failure to respond to messages by the end of the next Work Day (3)	\$50/day	16.01.4		
Directing calls to City	\$100 per call		Section 16.02	
Any failure to have customer service representative answer phone call within a two (2) minute average for any month	\$2,500 per month		Not directly cited	
For each caller having to wait more than ten (10) minutes before call is answered or abandoned	\$50/call for all such calls in excess of one (1) per 1,000 calls received		Not directly cited	
ARTICLE 17 - STREET SWEEPING SERVICES				
Operating street sweeping vehicles in excess of ten (10) miles per hour while on route			\$100/day /vehicle	Section 17
Failure to maintain operable GPS system in street sweeping vehicle	\$100/day/vehicle		\$0.00	Section 17.20.3
Failure to fully complete a route as scheduled	\$250/route	Section 17.19.1		
Failure to provide required Monthly Report	\$100/day		\$0.00	Section 17.25
ARTICLE 18 - OTHER SERVICES				
Failure to perform all of the approved Public Education and Outreach Plan activities.			\$500/acti vity	\$0.00
ARTICLE 19 - EMERGENCY SERVICE PROVISIONS				

Residential Solid Waste Services and Street Sweeping Contract

ARTICLE 20 - RECORDKEEPING AND REPORTING					
Failure to provide the City with an up to date Implementation Record upon City's request				\$1,000/day	\$0.00
Failure to submit to the City all reports by the required deadlines	\$100/day	\$0.00	Section 20.02.1 Section 20.03.1		
Failure to include all parts of quarterly and annual reports	\$100/day	\$0.00	Section 20.02.02 Section 20.03		
ARTICLE 21 - NONDISCRIMINATION					
ARTICLE 22 - SERVICE INQUIRES AND COMPLAINTS					
Failure to respond to each compliant no later than the end of the following Work Day after receipt of complaint (3)				\$50/incident	Section 22
Failure to have resolved or initiated timely corrective action to resolve a complaint within three (3) Work Days of receipt of complaint (3)	\$50/incident		Section 20.01.5		
Failure to collect missed collection container by close of the next Work Day (3)	\$50/day		Section 22.1		
ARTICLE 23 - QUALITY OF PERFORMANCE OF CONTRACTOR					
ARTICLE 24 - PERFORMANCE BOND					
Failure of Contractor to provide proof of performance bond as required by this Agreement				Agreement Default	\$500 per Cured with days

Residential Solid Waste Services and Street Sweeping Contract

ARTICLE 25 - INSURANCE						
Failure of Contractor to provide proof of insurance as required by this Agreement					Agreement Default	\$500 per day cured within days
ARTICLES 26-30						
ARTICLE 31 - CONTRACTOR'S PERSONNEL						
Failure to have Contractor personnel in Contractor-provided uniforms					\$25/day/employee	\$0.00
ARTICLES 32-52						
(1) If not cured within 30 days Administrative Penalties shall apply from the original date of the infraction, except in the case of the proof of the Performance Bond and Insurance, which shall incur an administrative charge of \$500 per day until cured.						
(2) Not limited to cited reference. Other references may also apply.						
(3) Contractor to track and report performance relative to these Performance Standards as part of quarterly reports.						

3588

3589

3590

Attachment 4

DRAFT

RESIDENTIAL SOLID WASTE SERVICES AND
STREET SWEEPING SERVICES CONTRACT

Executed Between The
City of Rancho Cordova

And

Allied Waste Services of North America

January 1, 2025

1

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CITY OF RANCHO CORDOVA

244 This Contract made and entered into this _____, by and between the City of Rancho
245 Cordova, a municipal corporation of the State of California, hereinafter referred to as "City"
246 and Allied Waste Services of North America, hereinafter referred to as "Contractor".

247 The Legislature of the State of California, by enactment of the California Integrated Waste
248 Management Act of 1989 (the "Act") and subsequent additions and amendments (codified
249 at California Public Resources Code Section 40000 et seq.), has declared that it is in the
250 public interest to authorize and require local agencies to make adequate provisions for
251 solid waste, recyclables, and organic recyclables handling within their jurisdiction.

252 The State of California has found and declared that the amount of garbage generated in
253 California, coupled with diminishing landfill space and potential adverse environmental
254 impacts from landfilling and the need to conserve natural resources, have created an
255 urgent need for State and local agencies to enact and implement an aggressive integrated
256 waste management program. The State has, through enactment of the Act, directed the
257 responsible State agency, and all local agencies, to promote disposal site diversion and
258 to maximize the use of feasible garbage reduction, re-use, recycling, and composting
259 options to reduce the amount of garbage that must be disposed of in disposal sites.

260 In September 2016 Senate Bill 1383 (SB 1383) was signed into law establishing methane
261 emissions reduction targets including organics and recycling compliance targets as stated
262 in Health & Safety Code § 39730.6, which are designed to progressively achieve
263 California's goal of 75% recycling, composting or source reduction of solid waste by 2025.

264 Pursuant to its Municipal Code and California Public Resources Code Section 40059(a)
265 as may be amended from time to time, City has determined that the public health, safety,
266 and well-being require that an exclusive right be awarded to a qualified contractor to
267 provide for the collection of garbage, recyclable materials, and organic materials, except
268 for collection of materials excluded in City's Municipal Code, and other services related to
269 meeting the Act's 50 percent diversion goal and other requirements of the Act.

270 City further declares its intent to regulate and set the maximum rates Contractor may
271 charge Service Recipients for the collection, transportation, processing, recycling,
272 composting, and/or disposal of residential garbage, recyclable materials, and organic
273 materials.

274 The City Council has determined that Contractor, by demonstrated experience, reputation,
275 and capacity, is qualified to provide for the collection of residential garbage, recyclable

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276 materials, and organic materials within the corporate limits of City, the transportation of
277 such material to appropriate places for processing, recycling, composting and/or disposal;
278 and City Council desires that Contractor be engaged to perform such services on the basis
279 set forth in this Agreement.

280 This franchise agreement confers significant benefit to the Contractor including the use of
281 the City right of way to perform services. The City's franchise fees are similar to and in
282 some instances lower than comparable or geographically proximate jurisdictions. The City
283 has analyzed the amount of franchise fees charged to the Contractor and has determined
284 that these fees are reasonable in relationship to the value and benefits conferred to the
285 Contractor for the use of the City's right of way to perform services pursuant to the
286 franchise agreement as well as the increased burden to the City to maintain its right of
287 way attributed to traffic from Contractor's vehicles.

288 Contractor has represented that it has the ability and capacity to provide for the collection
289 of garbage, recyclable materials, and organic materials within the corporate limits of City;
290 the transportation of such material to appropriate places for processing, recycling,
291 composting and/or disposal; and the processing of materials.

292 Now, therefore, in consideration of the mutual covenants, Contracts and consideration
293 contained herein, City and Contractor hereby agree as hereinafter set forth:

294 **ARTICLE 1. Definitions**

295 For the purpose of this Residential Solid Waste Services and Street Sweeping Contract,
296 hereinafter referred to as "Contract", the definitions contained in this Article shall apply
297 unless otherwise specifically stated. If a word or phrase is not defined in this Article, the
298 definition of such word or phrase as contained in the appropriate chapter of the Rancho
299 Cordova Municipal Code shall control. When not inconsistent with the context, words
300 used in the present tense include the future, words in the plural include the singular, and
301 words in the singular include the plural. Use of the masculine gender shall include the
302 feminine gender.

303 1.01 Applicable Law. All Federal, State, County, and local laws, regulations, rules,
304 orders, judgments, decrees, rulings, permits, approvals, or other requirement of any
305 governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an
306 aspect of the Collection services, including judicial interpretations thereof, that are in force
307 on the Effective Date including without limitation the Act and all regulations of CalRecycle,
308 and as may be enacted, issued or amended thereafter, until termination or expiration of
309 this Contract.

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310 1.02 Approved Sharps Container. A receptacle that is approved by the City, for
311 the Collection of Sharps.

312 1.03 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to
313 and including eight (8) cubic yards, designed or intended to be mechanically dumped into
314 a loader packer type truck, that is approved for Collection Services by City. Bins may also
315 include compactors that are owned by City Service Units by which the City Collection
316 Service occurs.

317 1.04 Biohazardous or Biomedical Waste. Any waste which may cause disease or
318 reasonably be suspected of harboring pathogenic organisms; included are wastes
319 resulting from the operation of medical clinics, hospitals, and other facilities processing
320 wastes which may consist of, but are not limited to, human and animal parts, contaminated
321 bandages, pathological specimens, hypodermic needles, Sharps, contaminated clothing
322 and surgical gloves.

323 1.05 Blue Container. A Container colored as follows: (a) a lid shall be blue, or (b)
324 the body shall be blue and the lid shall be blue. Hardware such as hinges and wheels
325 may be any color.

326 1.06 Brown Goods. Electronic equipment such as stereos, televisions, computers,
327 monitors, VCR's and other similar items.

328 1.07 CalRecycle. The State of California Department of Resources Recycling and
329 Recovery.

330 1.08 Cart. A heavy plastic receptacle with an approximate capacity of at least thirty-
331 two (32) and not more than one hundred (100) gallons, having a hinged tight-fitting lid and
332 wheels, that is approved by the Contract Administrator for use by Service Recipients for
333 Collection Services under this Contract.

334 1.09 CERCLA. The Comprehensive Environmental Response, Compensation and
335 Liability Act of 1980 (42 U.S.C. Section 9600 *et. Seq*).

336 1.10 Change In Law. Change in Law means any of the following events or conditions
337 which has material and adverse effects on the performance by the parties of their
338 respective obligations under this Agreement (except for payment obligations), or on the
339 siting, design, permitting, acquisition, construction, equipping, financing, ownership,
340 possession, management operation or maintenance of the operating assets or providing
341 the franchise service or other matters to which Applicable Law applies:

342 A. the enactment, adoption, promulgation, issuance, modification, or
343 written change of or in Applicable Law, including but not limited to new or increased fees
344 and charges imposed by the State of California, U. S. Federal government, City of

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345 Rancho Cordova, or Sacramento County, directly related to the collection, handling,
346 processing, recycling or disposal of Solid Waste, or the enactment, adoption,
347 promulgation, issuance, modification, or written change in administrative or judicial
348 interpretation on or after Effective Date of any Applicable Law. Change in Law explicitly
349 precludes any changes in laws or regulations promulgated by any government agency
350 or regulatory body outside of the United States' jurisdiction;

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

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

372 1.11 City. The City of Rancho Cordova, California.

373 1.12 City Collection Service. City Garbage Collection Service, City Recycling
374 Collection Service, City Organic Recyclable Material Collection Service, City Container
375 Service, City Event Service, and Large Item Collection Service.

376 1.13 City Container Service. The Collection of Garbage and Recyclables from
377 public containers distributed and maintained by the City and the transport and delivery of
378 the collected materials to the appropriate facility.

379 1.14 City Event Service. The Collection of Garbage, Recyclables, and Organic
380 Recyclable Materials, and the provision of other services as set forth in this Contract, at
381 City-sponsored or supported events.

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382 1.15 City Service Unit. Those City properties as set forth in **Exhibit 3**, "City
383 Service Units", which is attached to and included in this Contract.

384 1.16 City Recycling Collection Service. The Collection of Recyclable Materials,
385 by the Contractor, including dry cell household batteries when set out in the place and
386 manner agreed to between the City and the Contractor, from City Service Units in the
387 Service Area and the delivery of those Recyclable Materials to a Materials Recovery
388 Facility.

389 1.17 City Garbage. Garbage resulting from the normal activities of a City Service
390 Unit. City Garbage must be generated by and at the City Service Unit wherein the City
391 Garbage is Collected and does not include items defined herein as Exempt Waste.

392 1.18 City Garbage Collection Service. The Collection of City Garbage by the
393 Contractor, from City Service Units in the Service Area, and the delivery of that City
394 Garbage to a Disposal Facility.

395 1.19 City Waste. City Garbage, Recyclables, Organic Recyclable Material, and
396 Large Items resulting from the normal activities of a City Service Unit. City Waste must
397 be generated by and at the City Service Unit wherein the City Waste is Collected and
398 does not include items defined herein as Exempt Waste.

399 1.20 Collection. The process whereby Residential Waste, City Waste,
400 Recyclable Materials and other materials are removed and transported to a Disposal
401 Facility, Organic Recyclable Material Processing Facility, Materials Recovery Facility or
402 other facility as appropriate.

403 1.21 Collection Services. Residential Collection Service, City Collection Service,
404 Special Clean-up Service, and Debris Collection Service.

405 1.22 Commercial Streets. Commercial Streets include larger arterial and major
406 collectors in the Service District, as designated by the Contract Administrator.

407 1.23 Construction and Demolition Debris. Used or discarded materials resulting
408 from construction, remodeling, repair or demolition operations on any pavement, house,
409 commercial building or other structure and such other materials as may be removed during
410 the normal cleanup process of such construction, remodeling, repair, or demolition
411 operations.

412 1.24 Consumer Price Index. Water and sewer and trash collection services in U.
413 S. city average, all urban consumers, seasonally adjusted. Series Ed: CUSR0000SEHG.

414 1.25 Container. Any Cart or Bin.

415 1.26 Contamination Charge. Additional charge to Service Recipient for
416 Recycling Carts or Organic Recyclable Material Carts that are visibly contaminated..

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417 1.27 Contract. The written document and all amendments thereto, between the
418 City and the Contractor, governing the provision of Residential Solid Waste Services and
419 Street Sweeping Contract as provided herein.

420 1.28 Contract Administrator. That person, or their designee, designated by the
421 City to administer and monitor the provisions of this Contract.

422 1.29 Contract Year. Each twelve (12) month period from January 1 to December
423 31.

424 1.30 Contractor. That person or entity that has obtained from the City a Contract
425 to provide Collection Services and Street Sweeping Services as set forth herein.

426 1.31 County. Sacramento County, California.

427 1.32 Curb Mile. The distance of one mile along one side of a street as measured
428 by the City along the center line of the street. Distances along Median Islands are
429 considered Curb Miles.

430 1.33 Debris Collection Service. The Collection and appropriate disposal or
431 processing of abandoned or discarded Large Items and other materials in the public right
432 of way by the Contractor within the Service Area. Such Collection by the Contractor shall
433 be limited to the equivalent of two thousand (2,000) cubic yards in any Contract Year.

434 1.34 Deceased Wildlife. Dead animals including squirrel or other rodent, bird,
435 raccoon, possum, coyote, deer or other non-domestic animals, as deemed appropriate by
436 the City, that are found on or near City rights-of-way.

437 1.35 Disposal Facility. The facility designated by Contractor and approved by the
438 City for the disposal, or processing as appropriate, of Residential Garbage, City Garbage
439 and other materials as appropriate and acceptable, which has obtained, and maintains
440 during the term of this Contract, valid permit(s) to accept, process or dispose of Residential
441 Solid Waste, City Solid Waste and such other materials as may be delivered by Contractor
442 under the terms of this Contract.

443 1.36 Dwelling Unit. An individual living unit in a dwelling unit as defined in
444 Government Code section 66411. 7(j)(2), single-family house, condominium, townhouse,
445 mobile home, duplex (two units), triplex (three units), fourplex (four units) or building of
446 four (4) or less total individual living units intended for, or capable of being utilized for,
447 residential living other than a Hotel or Motel.

448 1.37 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Materials,
449 Sludge, Stable Matter, Green Waste or lumber that is more than five (5) feet in length in
450 its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats,
451 boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those
452 wastes under the control of the Nuclear Regulatory Commission. Exempt Waste does not

Residential Solid Waste Services and Street Sweeping Contract

453 include Used Oil, Used Oil Filters, dry cell household batteries or Sharps when placed for
454 Collection as set forth in this Contract or as otherwise directed by the City.

455 1.38 Franchised Diversion Rate. The rate of diversion that Contactor achieves
456 as defined and calculated in Section 7.02 of this Agreement.

457 1.39 Food Waste. Food scraps and trimmings and other putrescible waste that
458 results from food production, preparation, storage, consumption, or handling. Food waste
459 includes, but is not limited to, meat, fish and dairy waste, fruit and vegetable waste, grain
460 waste, and compostable food soiled paper products.

461 1.40 Garbage. All putrescible and non-putrescible solid, semi-solid, and
462 associated liquid waste, as defined in California Public Resources Code section 40191,
463 attributed to normal activities of a Service Unit. Garbage must be generated by and at the
464 Service Unit wherein the Garbage is Collected. Garbage does not include those items
465 defined herein as Exempt Waste.

466 1.41 Gray Container. A Container colored as follows: (a) the lid shall be gray or
467 black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware
468 such as hinges and wheels may be any color.

469 1.42 Green Container. A Container colored as follows: (a) the lid shall be green,
470 or (b) the body shall be green, and the lid shall be green. Hardware such as hinges and
471 wheels may be any color.

472 1.43 Green Waste. Any vegetative matter resulting from normal yard and
473 landscaping maintenance that is not more than five (5) feet in its longest dimension or six
474 (6) inches in diameter or weighs no more than fifty (50) pounds. Green Waste includes
475 plant debris, such as Palm, Yucca and Cactus, grass clippings, leaves, pruning, weeds,
476 branches, brush, Christmas trees, and other forms of Organic Recyclable Material and
477 must be generated by and at the Residential or City Service Unit wherein the Green Waste
478 is Collected. Green Waste does not include items herein defined as Exempt Waste.

479 1.44 Green Waste Collection Service. The Collection of all Green Waste from
480 Residential or City Service Units in the Service Area and the delivery of that Green Waste
481 to a Green Waste Processing Facility.

482 1.45 Gross Revenues. All monetary amounts actually collected or received by
483 Contractor for the provision of Collection Services pursuant to this Contract. Gross
484 Revenue shall include all receipts from Service Recipients including late charges,
485 Contamination Charges, etc. , including franchise fees. The term Gross Revenues, for
486 purposes of calculating Franchise Fees, does not include any revenues generated from
487 Street Sweeping Fees, the sale of Recyclable Material, compost product or energy, grants,
488 cash awards, State of California Department of Conservation payments or rebates
489 resulting from the performance of this Agreement.

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490 1.46 Hauler Route. The designated weekly itinerary or sequence of stops
491 scheduled to be performed by one collection vehicle providing regularly scheduled
492 Garbage, Recyclable Material, or Organic Recyclable Material collection services (not on-
493 call or Bulky Item/Abandoned Waste) within the Contractor's collection service area under
494 the Contract

495 1.47 Hazardous Materials. Those materials that may have a negative impact on
496 human health or the environment, including but not limited to all hazardous materials
497 defined in Health and Safety Code Section 25501, subdivision (n), namely any material
498 that, because of its quantity, concentration, or physical or chemical characteristics, poses
499 a significant present or potential hazard to human health and safety or to the environment
500 if released into the workplace or the environment. Under this Agreement, "Hazardous
501 Materials" include, but are not limited to, hazardous substances, hazardous waste, per-
502 and polyfluoroalkyl substances ("PFAS"), lead-containing paint, polychlorinated biphenyls
503 ("PCBs"), asbestos-containing materials ("ACMs"), asbestos containing construction
504 materials ("ACCMs"), and any material that Contractor reasonably believe(s) would, as a
505 result of or upon acceptance, be violation of local, state, or federal law, regulation, or
506 ordinance, including waste that cannot be disposed of in Class III landfills or material or
507 waste that in Contractor's reasonable opinion would present a significant risk to human
508 health or the environment, cause a nuisance or otherwise create or expose Contractor or
509 City to potential liability. Hazardous Materials does not include any materials, wastes, or
510 Solid Waste defined as allowable materials for collection through this Agreement.

511 1.48 High Diversion Organic Recyclable Material Processing Facility. A facility
512 that is in compliance with the reporting requirements of 14 CCR Section 18815. 5(d) and
513 meets or exceeds an annual average mixed waste organic content recovery rate of 50
514 percent between January 1, 2022 and December 31, 2024, and 75 percent after January
515 1, 2025 as calculated pursuant to 14 CCR Section 18815. 5(e) for Organic Recyclable
516 Material received from the "Mixed Waste Organic Collection Stream" as defined in 14 CCR
517 Section 17402(a)(11.5).

518 1.49 Household Hazardous Waste. Any Hazardous Waste generated incidental
519 to owning or maintaining a Residential Service Unit, excluding any Hazardous Waste
520 generated in the course of operation of a business concern at a Residential Service Unit,
521 in accordance with Section 25218. 1 of the California Health and Safety Code.

522 1.50 Hotel or Motel. A structure or building unit(s) capable of being utilized for
523 residential living where such unit or a group of such units is regularly rented to transients
524 or held out or advertised to the public as a place regularly rented to transients for periods
525 of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to
526 operate as such.

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527 1.51 Implementation Record. The information required to be maintained as
528 required by SB 1383 Section 18995.2.

529 1.52 Kitchen Food Waste Pail. A receptacle with a rated capacity not exceeding
530 two and one-half (2.5) gallons, made in a material approved by the City, having a hinged
531 lid, suitable for use in a Residential Service Unit for temporary storage of Organic
532 Recyclable Material that is approved for such purpose by the City.

533 1.53 Large Green Waste. Oversized Green Waste such as tree trunks and
534 branches with a diameter of not less than six (6) inches and not more than two (2) feet
535 and a length of not more than five (5) feet in its longest dimension, which are attributed to
536 the normal activities of a Residential Service Unit or City Service Unit. Large Green Waste
537 must be generated by and at the Residential Service Unit or City Service Unit wherein the
538 Large Green Waste is Collected.

539 1.54 Large Items. Those materials including, but not limited to, furniture,
540 carpets, mattresses, White Goods, Brown Goods, clothing, tires, Large Green Waste, or
541 some combination of such items which are attributed to the normal activities of a
542 Residential Service Unit or City Service Unit. Large Items must be generated by and at
543 the Residential Service Unit or City Service Unit wherein the Large Items are Collected.
544 Large Items do not include items herein defined as Exempt Waste.

545 1.55 Large Item Collection Service. The periodic on-call Collection of Large
546 Items, by the Contractor, from Residential Service Units or City Service Units in the Service
547 Area, and the delivery of those Large Items to a City-Approved Materials Recovery Facility
548 or such other facility as may be appropriate under the terms of this Contract. Large Item
549 Collection Service does not include the Collection of Large Items through the use of Roll-
550 Off Containers.

551 1.56 Materials Recovery Facility ("MRF"). Any facility, designated by the
552 Contractor and approved by the City, which is designed, operated, and legally permitted
553 for the purpose of receiving, sorting, processing, storing, or preparing Recyclable
554 Materials for sale or recycling, and which has obtained and maintains during the term of
555 this Contract, valid permit(s) to accept, process and store Recyclable Materials and such
556 other materials as may be delivered by Contractor under the terms of this Contract.

557 1.57 Median Island. A dividing area, normally at curb height, between opposing
558 directions of traffic not normally located along streets.

559 1.58 Non-Collection Notice. A form developed and used by the Contractor, as
560 approved by the City, to notify Service Recipients of the reason for non-collection of
561 materials set out by the Service Recipient for Collection by Contractor pursuant to this
562 Contract.

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563 1.59 Organic Recyclable Material or "Organics". Organics includes: Items
564 defined as "Food Waste" & "Green Waste"; compostable bags; paper coffee filters; food
565 soiled paper; food soiled cardboard paper coffee cups and cup sleeves; wooden
566 chopsticks, coffee stick stirrers, popsicle sticks, ice cream spoons, skewers, and other
567 uncoated or untreated wooden utensils; brown paper bags; food soiled paper towels; food
568 soiled newspaper; uncoated paper and cardboard "to go" containers (no metal or plastic);
569 cloth tea bags (plastic free); cardboard or paper egg cartons / cardboard berry baskets;
570 compostable utensils and plates (excluding compostable plastic utensils or plates); wine
571 corks (cork); toothpicks (wood); paper cupcake or muffin wrappers; and paper
572 plates/paper straws with no wax lining. Non acceptable materials in the Green Container
573 include: any glass; any metal; any plastic; any hazardous waste or hazardous substances;
574 plastic coated "to go" containers; plastic chopsticks; non-food soiled paper; non-food
575 soiled cardboard; human, animal and pet waste; polystyrene (Styrofoam); treated wood
576 waste; digestate and sludges; manure; biosolids; organic textiles & carpet; biodegradable
577 plastic; and wax coated containers such as milk and juice cartons or -coated paper cups.

578 1.60 Organic Recyclable Material Collection Service. The Collection of all
579 Organic Recyclable Material from Residential and City Service Units in the Service Area
580 and the delivery of that Organic Recyclable Material to an Organic Recyclable Material
581 Processing Facility.

582 1.61 Organic Recyclable Material Processing Facility. Any facility, designated by
583 Contractor, and approved by the City, which is designed, operated and legally permitted
584 for the purpose of receiving and processing Organic Recyclable Material and Large Green
585 Material which has obtained, and maintains during the term of this Contract, valid permit(s)
586 to accept and process Organic Recyclable Material, Large Green Material and such other
587 materials as may be delivered by Contractor under the terms of this Contract.

588 1.62 Prohibited Container Contaminants.

589 1.62.1 Non-Organic Recyclable Material placed in the Green Container,
590 including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges,
591 non-compostable paper, Construction and Demolition Debris, Residential Garbage,
592 Exempt Waste, and Hazardous Waste.

593 1.62.2 Material placed in the Gray Container that is specifically identified
594 under the Contract for collection in the Green Container or Blue Container.

595 1.62.3 Non-Recyclable Material placed in the Blue Container. Paper
596 products and printing and writing paper may be considered acceptable and not considered
597 Prohibited Container Contaminants if they are placed in the Blue Container.

598 1.63 Recyclable Materials or "Recyclables". Those materials that have been
599 source separated from Garbage, Green Waste or Organic Recyclable Materials that are
600 to be delivered to and processed at a MRF for diversion from landfill disposal. These

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601 materials will be as defined by the City from time to time. Recyclable Materials being
602 Collected at the time of Contract execution include: newsprint (including inserts); mixed
603 paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft
604 brown bags and paper, paperboard, paper egg cartons, and telephone books); glass
605 containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding
606 forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel
607 including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2)
608 feet in any dimension for any single item); bimetal containers; mixed plastics such as
609 plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of
610 HDPE, LDPE, PET, or PVC; aseptic containers; polystyrene; and dry cell household
611 batteries when set out for Collection in the manner prescribed herein; and those materials
612 added by the Contractor or City from time to time. Recyclable Materials may have a
613 negative scrap value, no scrap value or a positive scrap value.

614 1.64 Residential Collection Service. Residential Garbage Collection Service,
615 Residential Recycling Collection Service, Organic Recyclable Material Collection Service,
616 Large Item Collection Service, Sharps Collection Service, and Residential Used Oil
617 Collection Service.

618 1.65 Residential Recycling Collection Service. The Collection of Recyclable
619 Materials by the Contractor from Residential Service Units, including dry cell household
620 batteries when set out by the Service Recipient in heavy duty plastic bags and placed on
621 the Blue Cart, in the Service Area and the delivery of those Recyclable Materials to a
622 Materials Recovery Facility.

623 1.66 Residential Service Unit. Any Dwelling Unit in the Residential Collection
624 Service Area utilizing a Gray Container for the accumulation and set out of Residential
625 Garbage.

626 1.67 Residential Garbage. Garbage resulting from the normal activities of a
627 Residential Service Unit. Residential Garbage must be generated by and at the
628 Residential Service Unit wherein the Residential Garbage is Collected and does not
629 include items defined herein as Exempt Waste.

630 1.68 Residential Garbage Collection Service. The Collection of Residential
631 Garbage, by the Contractor, from Residential Service Units in the Service Area and the
632 delivery of that Residential Garbage to a Disposal Facility.

633 1.69 Residential Street. Residential Streets include smaller local or
634 neighborhood streets within the Service District, as designated by the City Representative.

635 1.70 Residential Used Oil Collection Service. The Collection of Used Oil in Used
636 Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the Contractor, from
637 all Residential Service Units in the Service Area utilizing Used Oil and Filter Containers
638 for the accumulation and set-out of Used Oil and Used Oil Filters and the appropriate

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639 disposition of the Used Oil and Used Oil Filters in accordance with the requirements of
640 this Contract.

641 1.71 Residential Waste. Residential Garbage, Organic Recyclable Material,
642 Recyclables, Large Items, Used Oil, and Used Oil Filters resulting from the normal
643 activities of a Residential Service Unit. Residential Waste must be generated by and at
644 the Residential Service Unit wherein the Residential Waste is Collected and does not
645 include items defined herein as Exempt Waste.

646 1.72 Residual or Residuals. Residual or Residuals means waste material
647 remaining after the processing of Organic Recyclable Material or Recyclable Material at
648 any facility designed, operated, and legally permitted for the purpose of receiving and
649 processing Organic Recyclable Material or Recyclable Material that is sent to a Disposal
650 Facility for disposal.

651 1.73 Roll-Off Collection Service. The Collection of Roll-Off Containers.

652 1.74 Roll-Off Container. A metal container with a capacity of twenty (20) or more
653 cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate
654 facility.

655 1.75 Route Review. A visual inspection of contents within Containers along a
656 Hauler Route for the purpose of identifying Prohibited Container Contaminants, as
657 provided for in Section 13.04.

658 1.76 SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of
659 Division 30 of the California Public Resources Code, as it may be amended and as
660 implemented by the regulations of CalRecycle, together with Sections 39730.5 through
661 39730.8 of the California Health and Safety Code, as they may be amended.

662 1.77 Service Area. The area within the corporate limits of the City of Rancho
663 Cordova.

664 1.78 Service Unit. City Service Units and Residential Service Units.

665 1.79 Service Recipient. An individual receiving Collection Services.

666 1.80 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets,
667 and other devices that are used to penetrate the skin for the delivery of medications.
668 Sharps must be generated by the Service Recipient and at the Residential Service Unit
669 wherein the Sharps are Collected.

670 1.81 Sharps Collection Service. The on-call Collection of Sharps from
671 Residential Service Units when such Sharps are generated by the Service Recipient at
672 such Residential Service Unit and the appropriate disposal of the Sharps.

673 1.82 Sludge. The accumulated solids, residues, and precipitates generated as
674 a result of waste treatment or processing, including wastewater treatment, water supply

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675 treatment, or operation of an air pollution control facility, and mixed liquids and solids
676 pumped from septic tanks, grease traps, privies, or similar disposal objects or any other
677 such waste having similar characteristics or effects

678 1.83 Solid Waste. Solid Waste means all putrescible and non-putrescible solid,
679 semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes,
680 industrial wastes, Construction and Demolition Debris, discarded home and industrial
681 appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous
682 waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid
683 and semi-solid wastes. Solid Waste does not include any Hazardous Material, including
684 any hazardous waste or low-level radioactive waste regulated under Chapter 7. 6
685 (commencing with Section 25800) of Division 20 of the Health and Safety Code, or medical
686 waste. Solid Waste includes Recyclable Materials and Organic Recyclable Materials that
687 are set out for separate Collection for the purposes of Recycling or Organics Recycling,
688 and that are not landfilled.

689 1.84 Special Clean-Up Service. The periodic Collection of Large Items and other
690 materials using Roll-Off Containers by the Contractor resulting from City sponsored
691 special clean-up program events. Such Collection by the Contractor shall be limited to the
692 equivalent of twelve hundred (1,200) cubic yards in any Contract Year.

693 1.85 Street Sweeping Service. The sweeping of Residential Streets and
694 Commercial Streets, and the transportation and disposal of Sweep Waste.

695 1.86 Stable Matter. Manure and other waste matter normally accumulated in
696 stables or in livestock or poultry enclosures.

697 1.87 Sweep Waste. The accumulated waste materials generated as a result of
698 performing Street Sweeping Services. Sweep Waste includes, but is not limited to,
699 deposits of loose dirt, rocks, glass, cans, small debris, leaves, sticks, papers, yard
700 trimmings residue or any like materials that can be removed by Street Sweeping
701 operations.

702 1.88 Sweeper Route. A daily path or itinerary followed by a sweeper that has
703 been clearly divided into Residential and Commercial sections.

704 1.89 Traffic Island. Islands, some of which have handicapped access cut-outs,
705 which are usually found at street intersections whose primary function is to protect and aid
706 pedestrians from vehicles.

707 1.90 Used Oil. Any oil that has been refined from crude oil or has been
708 synthetically produced, and is no longer useful to the Service Recipient because of
709 extended storage, spillage or contamination with non-hazardous impurities such as dirt or
710 water; or has been used and as a result of such use has been contaminated with physical

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711 or chemical impurities. Used Oil must be generated by and at the Residential Service Unit
712 wherein the Used Oil is collected. Used Oil does not include transmission fluid.

713 1.91 Used Oil Container. A plain co-poly container provided by the Contractor
714 for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has
715 a screw-on lid and has a label designating it for use as a Used Oil Container.

716 1.92 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient
717 because of extended storage, spillage or contamination with non-hazardous impurities
718 such as dirt or water, or has been used and as a result of such use has been contaminated
719 with physical or chemical impurities. Used Oil Filters must be generated by and at the
720 Residential Service Unit wherein the Used Oil Filter is collected.

721 1.93 Used Oil Filter Container. A six (6) mil poly bag with double track seal with
722 dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one
723 and one-quarter (1¼) inch diameter hole above the seal, provided by the Contractor for
724 the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil
725 Filter Container.

726 1.94 White Goods. Inoperative and discarded refrigerators, ranges, water
727 heaters, freezers, and other similar household appliances.

728 1.95 Work Day. Any day, Monday through Friday that is not a holiday as set
729 forth in Section 9.03 of this Contract.

730 **ARTICLE 2. Term of Contract**

731 2.01 Term. The Term of this Agreement will be for ten (10) years beginning on
732 January 1, 2025 and terminating on December 30, 2034. Contractor shall commence
733 performance of its Collection Services and Street Sweeping Service obligations under this
734 Agreement on January 1, 2025 ("Effective Date").

735 2.02 Extension of Term. Contractor may request up to two, five (5) year term
736 extensions to the Initial Term, and at City's sole option, City may grant Contractor's
737 request to extend the term. Under no circumstances will City be obligated to extend the
738 term. Contractor must request the first five (5) year extension by January 1, 2033 in
739 order to be eligible for the term extension, and January 1, 2038 in order to be eligible for
740 the second term extension.

741 2.03 Other Provisions. The City may, at the end of the Contract or extension
742 term, as appropriate, either renegotiate the terms and conditions of the Contract with the
743 current Contractor or request proposals from qualified contractors to provide Collection
744 Services.

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745 2.04 Performance Review. Prior to a five (5) year extension a performance
746 review and financial review shall be conducted as described in Section 14.02. The cost
747 of the review shall be paid as specified in that Section.

748 **ARTICLE 3. Conditions Governing Services Provided by Contractor**

749 3.01 Grant of Exclusive Contract. Except as otherwise provided in this Contract,
750 the Contractor is herein granted an exclusive Contract to provide Collection Services and
751 Street Sweeping Services within the Service Area. No other Solid Waste services,
752 including commercial collection services and Roll-Off Collection Services, shall be
753 exclusive to the Contractor.

754 3.02 Sale or Donation of Recyclable Materials by Service Recipients. Nothing in
755 this Contract shall preclude a Service Recipient from transporting, selling or donating their
756 Recyclable Materials to a private or public entity provided that such entity does not charge
757 the Service Recipient a fee or service charge of any type related to the sale or donation
758 of the Recyclable Material.

759 3.03 Gardening or Landscaping Services. Green Waste removed from a
760 premises by a gardening, or landscaping, or tree trimming company as an incidental part
761 of a total service by that company rather than a hauling service is not part of this exclusive
762 Contract.

763 **ARTICLE 4. Franchise Fees and Payments**

764 4.01 Reimbursement Fee. Contractor shall reimburse the City in the amount of
765 one hundred and fifty thousand dollars (\$150,000), which Contractor and City agree
766 represents a reasonable reimbursement to City for staff, legal and consulting costs
767 incurred by the City in the negotiation of the Contract. The reimbursement fee is a one-
768 time payment to the City, paid within 60 days of execution of the Contract.

769 4.02 Franchise Fee. Contractor shall make payment to the City of a franchise
770 fee as specified in this Section 4.02. Payment to the City shall be due on the fifteenth (15th)
771 day of the month following the month the Gross Revenues are collected. Each such
772 payment shall be accompanied by an accounting, which sets forth Contractor's Gross
773 Revenue collected during the preceding month.

774 4.02.1 The franchise fee shall be a percentage of Contractor's Gross
775 Revenues collected each month under the terms of this Contract. Revenue received by
776 the Contractor from the sale of recyclable materials and revenues from Street Sweeping
777 Fees shall not be considered as Gross Revenues for purposes of the calculation of
778 franchise fees. The franchise fee percentage shall be eight percent (8%). Should the City
779 change the franchise fee at any point during this Contract, the Contractor has the right to

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780 adjust the service rates to account for that change. The City must approve any changes
781 to the service rates before the adjusted rates can be charged to the Service Recipients.

782 4.02.2 No acceptance by City of any payment shall be construed as an
783 accord that the amount is in fact the correct amount, nor shall such acceptance of payment
784 be construed as a release of any claim City may have against Contractor for any additional
785 sums payable under the provisions of this Contract. All amounts paid shall be subject to
786 independent audit and recalculation by City. If, after the audit, such recalculation indicates
787 an underpayment of more than five percent (5%) of the actual amount owed, Contractor
788 shall pay to City the amount of the underpayment and shall reimburse City for all
789 reasonable costs and expenses incurred in connection with the audit and recalculation,
790 within ten (10) days of receipt of written notice from City that such is the case. If, after
791 audit, such recalculation indicates an underpayment of five percent (5%) or less or an
792 overpayment, City shall notify the Contractor in writing of the amount of the overpayment
793 or underpayment, adjusted for all reasonable costs and expenses incurred in connection
794 with the audit and recalculation. Contractor may adjust the amount of the next franchise
795 payment due following receipt of such notice by the amount specified therein.

796 4.02.3 In the event the franchise fee or any other City fee is determined by
797 a court to be excessive, invalid or unenforceable, then: (i) Contractor shall not be obligated
798 to remit the future portion of the franchise fee or City fee deemed excessive, invalid, or
799 unenforceable to the City; (ii) to the extent the Customers are entitled to a reimbursement
800 of any excessive, invalid or unenforceable franchise fee or City fees, and City is required
801 to reimburse Contractor in the amount of the franchise fee or City fees previously remitted
802 to City that have been deemed excessive, invalid or unenforceable, thereafter, Contractor
803 shall directly reimburse all Customers entitled to reimbursement in the amount attributable
804 to each Customer account. In no event shall Contractor retain any portion of the fees
805 reimbursed by City; (iii) to the extent the Customers are entitled to a reimbursement of any
806 excessive, invalid, or unenforceable franchise fee or City fees, and City is required by a
807 court to directly reimburse Customers, Contractor shall assist City in identifying all
808 Customers entitled to a reimbursement, quantifying the reimbursement amount
809 attributable to each Customer account, and obtaining and providing to City any other
810 information needed to satisfy the obligations imposed by a court; and (iv) City and
811 Contractor will, within thirty (30) days following such court decision meet and confer to
812 negotiate in good faith and using reasonable efforts to attempt to agree on modifications
813 to the Agreement.

814 4.03 Annual Payment for City Services. Contractor shall fund additional services
815 in the amount of four hundred fifty thousand dollars (\$450,000) per year. That amount shall
816 be paid to the City on or before April 1 of each Contract Year. These funds may be
817 designated for the following services, or such other services as City may determine:

- 818
- Litter Cleanup Program;

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- 819 • Street Maintenance;
- 820 • Household Hazardous Waste Removal and Recycling Program.
- 821

822 The amount of expenditure for each program listed above, or additional programs not

823 listed, is completely at the discretion of the City.

824 4.04 Late Payments. In the event Contractor fails to pay the City any amounts

825 owed under this Article on or before the applicable due date, then in addition to the

826 amounts already owed, Contractor shall pay a penalty as specified in Article 23, except

827 to the extent that such lateness is due to extenuating circumstances. Contractor must

828 submit any request for approval of a late payment in writing at least five (5) Business

829 Days prior to the date on which fees are due, and the request must be accompanied by

830 a written explanation of the extenuating circumstances and adequate supporting

831 documentation. The City shall not unreasonably withhold its approval and shall notify

832 Contractor within three (3) Business Days of receiving the request whether and to what

833 extent the request has been approved.

834 **ARTICLE 5. Collection Service Rates**

835 5.01 Collection Service Rates. Contractor is solely responsible for determining the

836 rates it will charge for providing the Collection Services, provided that Contractor shall not charge

837 any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in

838 **Exhibit 1**, which may only be adjusted as provided in this Agreement.

839 5.02 Maximum Service Rate Adjustment. The Maximum Service Rates in

840 **Exhibit 1** shall be adjusted on July 1, 2025, and annually thereafter in accordance with

841 Section 5.03. No other adjustments shall be made except as provided in Section 28.01.

842 5.03 CPI Adjustment Calculation. Beginning on July 1, 2025, and each July 1

843 thereafter, rates shall be adjusted using the CPI Adjustment Calculation. The annual

844 adjustment shall be based on the percentage change in the 12 month average of the CPI

845 between the prior preceding calendar year ending December 31st and the preceding

846 calendar year ending December 31st. Therefore, the first rate adjustment effective July

847 1, 2025 will be based on the percentage change between the annual average of the CPI

848 for the year ended December 31, 2023 and the annual average of the CPI for the calendar

849 year ended December 31, 2024. The index sets published by the United States

850 Department of Labor, Bureau of Labor Statistics. Consumer Price Index series, All Urban

851 Consumers: Water and Sewer and Trash Collection Services, U. S. City Average

852 (CUSR0000SEHG). Contractor shall submit supporting documentation to justify the CPI

853 adjustment by April 1, 2025, and annually on April 1 thereafter. Late submittals will not be

854 accepted, and Contractor will forfeit a rate adjustment for that Contract year. The City shall

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855 evaluate the documentation submitted by the contractor and provide a written response
856 within 30 calendar days either approving or denying the annual rate adjustment.

857 5.03.1 Annual Rate Cap on Maximum Service Rates. In any Rate Year that
858 the calculation of the CPI-U exceeds five percent (5%), the total adjustment for that year
859 will equal five percent (5%) and the rollover amount will be added to the rate adjustment
860 percentage in the following year, or any subsequent year. If the CPI-U is negative (after
861 accounting for any applicable rollover percentages from prior years), there will be no CPI-
862 U adjustment for that year.

863 5.03.2 Rounding. Adjustments to the overall Service Rates shall be made
864 only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be
865 considered in making adjustments. All CPI indices shall be rounded at two (2) decimal
866 places for the adjustment calculations.

867 5.04 Extraordinary Adjustments. Contractor and City acknowledge that there
868 may be infrequent extraordinary events, including Change of Law, which, although they
869 do not prevent either party from performing, and thus do not implicate the force majeure
870 provisions hereof, nevertheless increase the cost of providing services above the Section
871 5.02 Maximum Service Rate Adjustment. The obligation of the parties in such event is to
872 negotiate in good faith in arriving at an appropriate adjustment in rates. Accordingly, at its
873 option, Contractor may apply to the City not more frequently than once every Contract
874 Year, for an extraordinary rate adjustment should an event or circumstance arise which
875 negatively impacts the economic operation of Contractor and which is in excess of the rate
876 adjustment resulting from the application of Section 5.03. An extraordinary adjustment in
877 rates will be deemed justified if it is necessary for the Contractor to make a substantial
878 change in its operations, or substantial capital expenditure or investment to perform its
879 obligations under this Agreement due to the occurrence of an event or circumstance which
880 is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only
881 be effective after approval by the City Council. For the purposes of this Section,
882 fluctuations in Recyclable Material revenue shall not be considered as a basis for an
883 Extraordinary Adjustment.

884 5.04.1 Contractor's Burden. In the event of such an application for an
885 extraordinary rate increase, it is understood that the Contractor shall have the burden of
886 demonstrating to the reasonable satisfaction of the City the basis for the extraordinary
887 increase cost. Contractor shall bear the burden of justifying its request and shall be solely
888 responsible for the cost of preparing and submitting sufficient documentation in support of
889 its request. City in its sole reasonable discretion may request Contractor to provide any
890 additional information it deems necessary to fully evaluate the request, and Contractor

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891 shall be solely responsible for the cost of providing such additional information. Contractor
892 shall allow City to review a report of its annual revenues and expenses for the services
893 provided in the City prepared by a Certified Public Accountant or a licensed public
894 accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and
895 Regulations of the State Board of Accountancy," as established by the California Code of
896 Regulations, Title 16, Chapter I ("Financial Statements"). Such Certified Public Accountant
897 or licensed public accountant shall be entirely independent of the Contractor and shall
898 have no financial interest whatsoever in the business of the Contractor. City shall have
899 the right to review this information in connection with the City's review of Contractor's
900 extraordinary rate adjustment request. With respect to any Financial Statements or any
901 other non-public information ("Confidential Information"), City agrees that: (a) it will hold in
902 confidence all Confidential Information; (b) it will restrict the disclosure of Confidential
903 Information within its own organization and to its agents or representatives who need to
904 know the Confidential Information for the purposes of the request; (c) it will not disclose
905 Confidential Information to any third party, excepting those subject to subsection (b),
906 without the prior written consent of the Disclosing Parties; (d) it will not copy and/or
907 reproduce any Confidential Information without the prior written approval of the Contractor;
908 and (e) it will not use Confidential Information except as required for consideration of the
909 request. City may consider increases or decreases in Contractor's total revenues and total
910 cost of services when reviewing an extraordinary rate adjustment request. The City will
911 inform the Contractor upon receiving a California Public Records Act request or a
912 subpoena for the Confidential Information by written notice delivered to the Contractor
913 ("Notice"). The Contractor will have five (5) calendar days from the date of the Notice to
914 inform the City in writing of its intent to assert its confidentiality rights under this
915 Agreement. The Contractor will have fifteen (15) calendar days from the date of the Notice
916 to seek judicial assistance to prevent the disclosure of the Confidential Information. If the
917 Contractor fails to act within the five (5) or fifteen (15) calendar day windows described
918 above, the City may disclose the requested Confidential Information to the requestor or
919 subpoenaing party. In the event Contractor seeks a court order to stay or enjoining the
920 disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its
921 Council, elected and appointed board or commission members, officers, employees,
922 volunteers and agents (collectively, "Indemnitees") from and against any and all loss,
923 liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of
924 any and every kind and description, whether judicial, quasi-judicial or administrative in
925 nature, arising or resulting from or in any way connected with the subject CPRA or FOIA
926 request for the Records. This Indemnity shall survive the expiration or termination of this
927 Agreement.

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928 5.04.2 Review Costs. At the time of its request, Contractor shall also
929 submit a payment to the City of Twenty-Five Thousand Dollars (\$25,000) to defray the
930 City's costs to review the request. In the event the City's reasonable costs exceed that
931 amount, Contractor shall reimburse the City for any documented amount in excess.

932 5.04.3 Meet and Confer. The City and Contractor agree to meet and
933 confer regarding the request and to negotiate in good faith regarding the appropriateness
934 of the requested adjustment.

935 5.04.4 City Review; Approval. City shall review the Contractor's request
936 and, in the City's sole and reasonable judgment, make the final determination as to
937 whether an adjustment to the Maximum Service Rates will be made, and, if an adjustment
938 is permitted, the appropriate amount of the adjustment. Approval of the City Council shall
939 be required for any Extraordinary Adjustments. The City shall notify Contractor of its
940 decision within ninety (90) calendar days regarding whether it accepts Contractor's
941 request. Except as provided herein, any such change approved by the City shall not be
942 implemented until January 1 of the next Rate Year unless a different time frame is
943 approved by the City Council.

944 5.05 Procedures in Event of Invalidation of Rate Adjustment. In the event that
945 City is unable by operation of Applicable Law to approve or implement a rate increase
946 under this Article 5, or some or all of the Maximum Service Rates are disallowed by
947 operation of Applicable Law, Contractor will have the right, within thirty (30) calendar days
948 after notice of any such inability to approve or invalidate an approved rate increase, to
949 request, in writing, that City negotiate in good faith regarding reductions in programs,
950 services, or fees to compensate for any negative impact from the unapproved or
951 invalidated rate increase. If City fails to commence negotiations in good faith or
952 negotiations are not completed within forty-five (45) calendar days following the date of
953 receipt of Contractor's request, either party may terminate this Agreement no earlier than
954 one hundred and eighty (180) calendar days after written notice to the other.

955 **ARTICLE 6. Collection Service Billing**

956 6.01 Responsibility for Service Billing and Collection. The Contractor shall be
957 solely responsible for the billing and collection of payments for all services it provides
958 under this Contract.

959 6.02 Placeholder for senior and low-income rate discount program.

960 6.03 Invoices. Contractor shall prepare and send out invoices, by either U. S.
961 mail or electronic mail, to each Service Recipient in advance of all services provided by
962 Contractor under this Agreement. If sent by mail, invoices for each billing period shall

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be placed in a separate envelope accompanied by a self-addressed return envelope. All invoices shall include Contractor's e-mail address and include directions for payment by payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a complete billing statement showing all charges and all services provided. City shall have the right to request that Contractor revise the format of all invoices and billing statements upon reasonable notice to Contractor.

6.04 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service Recipients on a bi-monthly basis. No invoice shall be due and payable sooner than the last day of the billing period.

6.05 Partial Month Service. If, during a month, a Service Unit is added to or deleted from Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis, meaning one-fourth of the applicable rate found in **Exhibit 1** multiplied by the number of weeks of service provided by Contractor.

6.06 Overpayments. Contractor shall refund or issue a service credit for overpayments by Service Recipients no later than thirty (30) calendar days after Contractor discovers or is notified of the overpayment. Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200.00) or the amount of Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account prior to the end of the billing period. Contractor may issue a service credit of no more than two (2) years against future invoices for all other overpayments.

6.07 Delinquent Service Accounts. Contractor shall report all Service Recipients whose accounts are delinquent by more than sixty 60 calendar days to the Contract Administrator annually by July 1st, so the City may begin the property tax lien process.

6.08 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other provision of this Article, Contractor reserves its right to, and may take such action as is legally available to Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor shall never discontinue Collection Services to any Service Unit.

ARTICLE 7. Diversion Requirements

7.01 Minimum Requirements. City requires Contractor to achieve a minimum annual Franchised Diversion Rates of 45% in 2025, 46% in 2026, 47% in 2027, 48% in 2028, 49% in 2029, 50% in 2030, 51% in 2031, 52% in 2032, and 53% in 2033 and 2034 (the "Minimum Annual Franchise Diversion Rate") Contractor must provide documentation to City within forty-five (45) days of the end of each calendar year stating and supporting that calendar year's Franchised Diversion Rate as set forth in Section 7.02.

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1000 7.01.2 If City fails to comply with CalRecycle diversion standards
1001 due to Contractor's failure to implement diversion programs and/or public education
1002 programs provided for in this Agreement and/or Contractor fails to achieve the Minimum
1003 Annual Franchised Diversion Rate as described in Section 7.01, Contractor must submit
1004 a corrective action plan to assist City to comply with Section 41780 and other Applicable
1005 Laws, by May 15th following the year the diversion requirements were not met.
1006 Contractor's corrective action plan is subject to approval by the Contract Administrator,
1007 and to be approved must constitute a good faith corrective action plan to allow City to
1008 comply with Public Resources Code section 41780 and other Applicable Laws.
1009 Implementation of the corrective action plan will be at Contractor's sole cost and
1010 expense. If Contractor fails to submit a corrective action plan acceptable to the City,
1011 Contractor may be subject to Administrative Charges as specified in Section 23.04.
1012 Provided that Contractor has implemented all required Contractor diversion and public
1013 education programs required under this Agreement, and has submitted a corrective
1014 action plan acceptable to the City, Contractor's failure to meet the Minimum Annual
1015 Franchised Division requirement under Section 7.01 shall not constitute an event of
1016 default under this Agreement.

1017 7.01.3 If Contractor fails to meet its Minimum Annual Franchised Diversion
1018 Rate or if City fails to comply with CalRecycle diversion standards, and Contractor has
1019 implemented all required Contractor diversion programs, the City may direct Contractor
1020 to modify its programs, or implement new diversion programs. Any such modification of
1021 Contractor's existing diversion programs or addition of new diversion programs done at
1022 the City's request would be in accordance with Section 28.01.

1023 7.01.4 Notwithstanding any other provision of this Agreement to the
1024 contrary, where CalRecycle has determined that there are no commercially viable
1025 markets for a specific type of Recyclable Materials, or with written notice to City,
1026 Contractor is unable to identify a market for one or more Recyclable Materials despite
1027 the exercise of commercially reasonable efforts to process and market the material, and
1028 determines, in the interest of safeguarding public health, to dispose of the Recyclable
1029 Material(s), such a determination shall not constitute a failure to implement service, a
1030 failure to implement a program, or an event of default hereunder. Viable markets include
1031 those that may charge a fee for accepting a Recyclable Material.

1032 7.02 Franchise Diversion Rate Calculation. For purposes of determining
1033 whether Contractor has met its Minimum Annual Franchised Diversion Rate
1034 requirements under this Agreement, City and Contractor agree the annual Franchised
1035 Diversion Rate will be calculated using the following formula: "*the tons of materials*
1036 *Collected by Contractor from Collection Services in City that are delivered to a Materials*
1037 *Recovery Facility, Organic Recyclable Material Processing Facility, or any other*
1038 *processing facility, or that are otherwise handled in a manner that counts as diversion*
1039 *under applicable CalRecycle regulations (in each case, net of all residue from*
1040 *processing), divided by the total tons of materials Collected in the City by Contractor*

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1041 *from the provision of Collection Services in each Calendar Year.”* The processing
1042 residue shall be based on the annual percentage rate reported for the processing facility,
1043 or as otherwise agreed to by the City and Contractor. Under no circumstances shall
1044 recovered material be used as alternative daily cover, land applied, or otherwise used
1045 in a manner that does not qualify that material as diversion under CalRecycle
1046 regulations.

1047 7.03 Warranties and Representations. Contractor warrants that it is aware of
1048 and familiar with City's residential waste stream, and that it has the ability to and must
1049 provide sufficient programs and services designed to ensure City will meet or exceed
1050 the diversion requirements as set forth in Section 7.01, as well as the diversion
1051 requirements of the Applicable Laws and that it will do so without imposing any costs or
1052 fees other than those set forth on **Exhibit 1**, except as provided in Section 28.01.

1053 7.04 Mutual Cooperation. City and Contractor will reasonably cooperate in good
1054 faith with all efforts by each other to meet City's diversion and other compliance
1055 requirements imposed by the Applicable Laws, and to meet Contractor's obligations
1056 under this Article 7. In this regard, City's obligations include, without limitation, making
1057 such petitions and applications as may be reasonably requested by Contractor for time
1058 extensions in meeting diversion goals, or other exceptions from the terms of Applicable
1059 Laws, and to agree to authorize such changes to Contractor's Solid Waste Collection
1060 Services, or Collection Service programs as may be reasonably requested by Contractor
1061 in order to achieve the minimum requirements of this Article 7.

1062 7.05 Guarantee. Except for programs currently required by Applicable Law but
1063 not set forth in this Agreement, or programs Contractor is expressly instructed by City
1064 not to implement, or services which a Service Recipient refuses to accept, Contractor
1065 guarantees that it will implement the diversion programs set forth in this Agreement such
1066 that: (i) Contractor and City will at all times be in compliance with the requirements of
1067 the Applicable Laws, and (ii) City will meet or exceed the diversion requirements
1068 (including, without limitation, amounts of Garbage to be diverted, time frames for
1069 diversion, and any other requirements) set forth in this Article 7 and the Applicable Laws,
1070 and all amendments thereto. In this regard Contractor agrees that it will, in addition to
1071 any other Agreement requirement, at its sole cost and expense:

1072 7.05.1 Assist City in responding to inquiries from CalRecycle or any other
1073 regulatory agency;

1074 7.05.2 Assist City in preparing for, and participating in, CalRecycle's biannual
1075 review of City's SRRE pursuant to Public Resources Code section 41825;

1076 7.05.3 Assist City in applying for any extension, including under Public Resources
1077 Code section 41820. 5, if so directed by City;

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1078 7.05.4 Assist City in any hearing conducted by CalRecycle, or any other regulatory
1079 agency, relating to City's compliance with the Applicable Laws; and

1080 7. 05.5 Provide City with Recycling, source reduction, and other technical
1081 assistance as may be needed to comply with the Applicable Laws.

1082 **ARTICLE 8. Service Units**

1083 8.01 Service Units. Service Units for Collection Services shall include all the
1084 following categories of premises which are in the Service Area as of January 1, 2025
1085 and all such premises which may be added to the Service Area by means of annexation,
1086 new construction, or as otherwise set forth in this Contract during the term of this
1087 Contract:

1088 8. 01.1 Residential Service Units

1089 8. 01.2 City Service Units (**Exhibit 3**)

1090 8. 01.3 Any question as to whether a premises falls within one of these
1091 categories shall be determined by the Contract Administrator and the determination of
1092 the Contract Administrator shall be final.

1093 8.02 Service Unit Changes. The City and Contractor acknowledge that during
1094 the term of this Contract it may be necessary or desirable to add or delete Service Units
1095 for which Contractor will provide Service.

1096 8.02.1 Additions and Deletions. Contractor shall provide services
1097 described in this Contract to new Service Units in Contractor's Service Area within five
1098 (5) Work Days of receipt of notice from the City or new Service Unit to begin such
1099 Service.

1100 8.03 Annexation. If during the term of the Contract, additional territory is
1101 acquired by the City through annexation, Contractor agrees to provide Collection
1102 Services in such annexed area in accordance with the provisions and service rates set
1103 forth in this Contract. Such Collection Services shall begin within five (5) Work Days of
1104 receipt of written notice from the City. Contractor shall not begin Collection Service
1105 without written authorization from the City.

1106 8.04 Route Map Update. Contractor shall revise the Service Unit route maps to
1107 show the addition of Service Units added due to annexation and shall provide such
1108 revised maps to the Contract Administrator as requested.

1109 **ARTICLE 9. General Requirements**

1110 9.01 Service Standards. Contractor shall perform all Collection Services and
1111 Street Sweeping Services under this Contract in a thorough and professional manner.
1112 Collection Services described in this Contract shall be performed regardless of weather

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1113 conditions or difficulty of Collection. Street Sweeping Services shall be performed
1114 regardless of weather conditions except when Contract Administrator temporarily
1115 removes streets from the schedule due to inclement weather pursuant to Section 17.15.

1116 9.02 Labor and Equipment. Contractor shall provide and maintain all labor,
1117 equipment, tools, facilities, and personnel supervision required for the performance of
1118 Contractor's obligations under this Contract. Contractor shall at all times have sufficient
1119 backup equipment and labor to fulfill Contractor's obligations under this Contract. No
1120 compensation for Contractor's services or for Contractor's supply of labor, equipment,
1121 tools, facilities or supervision shall be provided or paid to Contractor by City or by any
1122 Service Recipient except as expressly provided by this Contract.

1123 9.03 Holiday Service. The City observes Thanksgiving Day, December 25, and
1124 January 1 as legal holidays. Contractor shall not be required to provide Collection
1125 Services or Street Sweeping Service, or to maintain office hours on the designated
1126 holidays. In any week in which one of these holidays falls on a week day, Residential
1127 and City Collection Services, as appropriate, and Street Sweeping Services for the
1128 holiday and each Work Day thereafter will be delayed one Work Day for the remainder
1129 of the week with normally scheduled Friday Collection Services being performed on
1130 Saturday.

1131 9.04 Inspections. The City shall have the right to inspect the Contractor's
1132 facilities, Street Sweeping vehicles and Collection vehicles, and their contents, at any
1133 time while operating inside or outside the City.

1134 9.05 Spillage and Litter. The Contractor shall not litter premises in the process
1135 of providing Collection Services or Street Sweeping Services or while its vehicles are on
1136 the road. The Contractor shall transport all materials Collected under the terms of this
1137 Contract in such a manner as to prevent the spilling or blowing of such materials from
1138 the Contractor's vehicle. The Contractor shall exercise all reasonable care and diligence
1139 in providing Collection Services to prevent spilling or dropping of Solid Waste and shall
1140 immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste.
1141 Contractor shall cause all Sweep Waste to be transported in such a manner as to prevent
1142 the spilling or blowing of waste from the transporting vehicle. Contractor shall exercise
1143 all reasonable care and diligence in providing Street Sweeping Services to prevent
1144 spilling or dropping of Sweep Waste during collection activity and shall immediately, at
1145 the time of occurrence, clean up such spilled Sweep Waste.

1146 9.05.1 The Contractor shall not be responsible for cleaning up unsanitary
1147 conditions caused by the carelessness of the Service Recipient; however, the Contractor
1148 shall clean up any materials or residue that are spilled or scattered by the Contractor or
1149 its employees.

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1150 9.05.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or
1151 debris resulting from the Contractor's operations or equipment repair shall be covered
1152 immediately with an absorptive material and removed from the street surface. When
1153 necessary, Contractor shall apply a suitable cleaning agent to the street surface to
1154 provide adequate cleaning.

1155 9.05.3 The above paragraphs notwithstanding, Contractor shall clean up
1156 any spillage or litter caused by Contractor within two (2) hours upon notice from the City.

1157 9.05.4 To facilitate such cleanup, Contractor's vehicles shall always carry
1158 sufficient quantities of petroleum absorbent materials along with a broom and shovel.

1159 9.06 Ownership of Materials.

1160 9.06.1 Title to Residential Waste, City Waste and Recyclable Materials
1161 shall pass to Contractor at such time as said materials are placed in the Contractor's
1162 Collection vehicle.

1163 9.06.2 Title to material Collected as part of Special Clean-up Service shall
1164 pass to Contractor at the time the material is placed in the Roll-Off Container or other
1165 Collection vehicle or container approved for use in the Special Clean-Up Service event.

1166 9.06.3 Title to material Collected as part of Debris Collection Service shall
1167 pass to Contractor at such time as said materials are placed in the Contractor's
1168 Collection vehicle.

1169 9.06.4 Title to Sweep Waste shall pass to Contractor at such time as said
1170 materials are placed in Contractor's street sweeping vehicle.

1171 9.07 Commingling of Materials.

1172 9.07.1 Recyclable Materials. Contractor may not at any time commingle
1173 Recyclable Materials Collected pursuant to this Agreement with any other material type
1174 Collected by Contractor without the express prior written authorization of the Contract
1175 Administrator.

1176 9.07.2 Organic Recyclable Material. Contractor may not at any time
1177 commingle Organic Recyclable Material Collected pursuant to this Agreement with any
1178 other material type Collected by Contractor, without the express prior written
1179 authorization of the Contract Administrator.

1180 9.07.3 Non-City Garbage. Contractor shall not at any time commingle any
1181 materials collected in the City with any materials collected outside of the City.

1182 9.08 Recyclable Materials and Organic Recyclable Material Contamination.
1183 Contractor must offer the Service Recipients the correct combination of Cart and Bin

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sizes as necessary, that matches their unique service needs to reduce contamination of Recyclable Materials and Organic Recyclable Materials. Contractor is only required to collect and process Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Recyclable Materials and will only be required to collect Organic Recyclable Material if it has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

Contractor's route collection personnel will report to Contractor's supervisors if they observe potential contamination problems, and/or insufficient collection capacity. For purposes of determining if Recyclable Materials or Organic Recyclable Material are deemed to be contaminated, if, by visual or digital inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Recyclable Material, or if, by visual inspection, Organic Recyclable Material is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Recyclable Material will be deemed to be contaminated and Contractor may take the steps in Section 9.09.

9.09 Recyclable Materials and Organic Recyclable Material Contamination Protocols.

9.09.1 Contractor shall document Prohibited Container Contaminants, as set forth in Section 1.62 with still pictures or video, and must notify the Service Recipient of the Prohibited Container Contaminants and proper procedures for sorting Recyclable Materials and Organic Recyclable Materials in person through the application of a Non-Collection Notice, or by electronic communication. If Contractor does not possess an email address or phone number for the Service Recipient, Contractor may provide a written communication through U. S. mail, which shall include a request for an email address or phone number for future notifications.

9.09.2 Contractor may, at its discretion, Collect the Container as Recyclable Materials, Organic Materials, or as Garbage. Service Recipient may be charged the City-approved Contamination Charge set forth in **Exhibit 1**. The Service Recipient will receive, upon request of Service Recipient or the City, one courtesy waiver of the Contamination Charge.

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

Residential Solid Waste Services and Street Sweeping Contract1222 9.10 Disputes Over Excess Contamination Charges.

1223 9.10.1 If Service Recipient disputes an action undertaken by Contractor as
1224 described above, which must be within 30 days of the disputed action, Contractor shall
1225 initially use good faith efforts to informally resolve the dispute.

1226 9.10.2 If not resolved within ten (10) Business Days, Contractor shall
1227 temporarily halt any Contamination Charge and/or increased service resulting from
1228 increasing the Container size or collection frequency until the dispute is resolved in
1229 accordance with this Section. Contractor may request a ruling by the Administrator to
1230 resolve the dispute. A request by Contractor to the Contract Administrator to rule on
1231 any such dispute must be filed within ten (10) Business Days of Contractor's halting of
1232 its actions, and must include written documentation and digital/visual evidence of
1233 ongoing overall problems.

1234 9.10.3 The Contract Administrator may request a meeting (in person or
1235 phone) with both the Service Recipient and Contractor to resolve the dispute. If Contract
1236 Administrator requests a meeting and Service Recipient does not respond to Contract
1237 Administrator within thirty (30) Business Days of request by Contractor to Contract
1238 Administrator to rule on any such dispute, Contractor may charge Service Recipient the
1239 prior halted contamination charge and/or increased Service Rate from the date on which
1240 the increased services (e.g., increasing the Container number, size or collection
1241 frequency) commenced at rates as set forth in the **Exhibit 1** and dispute will be final.

1242 9.10.4 Following a meeting between Contract Administrator, Service
1243 Recipient, and Contractor, the Contract Administrator will rule on the dispute within ten
1244 (10) Business Days, and the Contract Administrator's decision on resolving the dispute
1245 between and Service Recipient will be final. If the Contract Administrator rules in favor
1246 of the Service Recipient, Contractor will credit the disputed contamination charges or
1247 increased Service Rate. If the Contract Administrator rules in favor of Contractor,
1248 Contractor may charge Service Recipient the prior halted contamination charge and/or
1249 increased Service Rate from the date on which the increased services (e.g., increasing
1250 the Container number, size or collection frequency) commenced at rates as set forth in
1251 **Exhibit 1**.

1252 9.11 Plan of Correction. If Contractor fails to follow the Recyclable Materials
1253 and Organic Recyclable Material Contamination procedures as set forth in this Article,
1254 Contractor shall prepare and submit to the Contract Administrator a plan of correction
1255 within fifteen (15) Business Days of demand from the City. Upon approval by the plan
1256 of correction by the Contract Administrator, Contractor shall implement the plan of
1257 correction.

1258 9.12 Recyclable Material and Organic Recyclable Material Capacity. Contractor
1259 shall guarantee sufficient processing capacity for all Recyclable Materials and Organic

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1260 Recyclable Materials for the term of the Agreement using at the Contractor's designated
1261 Material Recovery Facility and Organic Recyclable Material Processing Facility. Should
1262 Contractor's proposed Disposal Facility be used, Contractor shall guarantee sufficient
1263 disposal capacity for the term of the Agreement.

1264 9.13 Regulations and Record Keeping. Contractor must comply with emergency
1265 notification procedures required by Applicable Laws and regulatory requirements. All
1266 records required by regulations must be maintained at Contractor's facility. These
1267 records must include waste manifests, waste inventories, waste characterization
1268 records, inspection records, incident reports, and training records.

1269 9.14 Transition Plan. Contractor must adhere to the Transition Plan included in
1270 the Contractor's Proposal as **Exhibit 6**.

1271 **ARTICLE 10. Residential Collection Service**

1272 10.01 Residential Collection Service. These services shall be governed by the
1273 following terms and conditions:

1274 10.02 Conditions of Service. The Contractor shall provide Residential Collection
1275 Service to all Residential Service Units in the Service Area whose; Residential Garbage
1276 is properly containerized in Gray Containers, Recyclable Materials are properly
1277 containerized in Blue Containers, except as set forth in Section 10.08.1, and Organic
1278 Recyclable Material is properly containerized in Green Containers, except as set forth
1279 in Section 10.09.1, where the Gray, Blue, and Green Containers have been placed within
1280 three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
1281 roadway, or other such location agreed to by the Contractor and Service Recipient, that
1282 will provide safe and efficient accessibility to the Contractor's Collection crew and
1283 vehicle.

1284 10.03 On-Premises Service. Notwithstanding any term or definition set forth in
1285 this Contract, Contractor shall provide on-premises Collection of Residential Garbage,
1286 Recyclable Materials, and Organic Recyclable Materials to a Residential Service Unit if
1287 all adult Service Recipients residing therein have disabilities that prevent them from
1288 setting their Gray, Blue or Green Container at the curb for Collection and if a request for
1289 on-premises service has been made to, and approved by, the Contract Administrator in
1290 the manner required by City. The Contract Administrator shall notify the Contractor in
1291 writing of any Residential Service Units requiring on-premises service along with the
1292 date such service is to begin. No additional monies shall be due to the Contractor for the
1293 provision of on-premises service.

1294 10.03.1 Collection Day. Contractor shall provide on-premises
1295 Collection Service on the same Work Day that curbside Collection Service would
1296 otherwise be provided to the Residential Service Unit.

Residential Solid Waste Services and Street Sweeping Contract1297 10.04 Frequency and Scheduling of Service.

1298 10.04.1 Residential Garbage and Organic Recyclable Material
1299 Collection Service shall be provided **one (1) time per week** on a scheduled route basis.
1300 Residential Recycling Collection Service, including Residential Used Oil Collection
1301 Service, and dry cell battery collection, shall be provided **one (1) time every other week**
1302 and shall be scheduled so that a Residential Service Unit receives Residential Garbage
1303 Collection Service, Residential Recycling Collection Service, and Organic Recyclable
1304 Material Collection Service, including Residential Used Oil Collection Service, on the
1305 same Work Day.

1306 10.05 Hours and Days of Collection. Residential Collection Service shall be
1307 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m.,
1308 Monday through Friday with no service on Saturday (except for holiday service as set
1309 forth in Section 9.03 of this Contract) or Sunday. The hours, days, or both of Collection
1310 may be extended due to extraordinary circumstances or conditions with the prior written
1311 consent of the Contract Administrator.

1312 10.06 Manner of Collection. The Contractor shall provide Residential Collection
1313 Service with as little disturbance as possible and shall leave any Gray, Blue or Green
1314 Containers in an upright position at the same point it was Collected without obstructing
1315 alleys, roadways, driveways, sidewalks or mail boxes. Contractor shall maintain a
1316 system capable of tracking the time required to respond to all customer complaints and
1317 service requests, including but not limited to cart replacement, cart exchanges, providing
1318 Carts to new Service Units and Large Item Collection Service

1319 10.06.1 Contractor's employees providing Residential Collection
1320 Service shall follow the regular walk for pedestrians while on private property and shall
1321 not trespass nor cross property to the adjoining premises unless the occupant or owner
1322 of both properties has given permission. Care should be taken to prevent damage to
1323 property, including flowers, shrubs, and other plantings.

1324 10.06.3 Additional Blue or Green Container. Upon request, Contractor shall
1325 provide one (1) additional Blue or Green Container to any Residential Service Unit for
1326 the provision of Recycling or Organic Recyclable Material Collection Service. This
1327 service shall be provided by Contractor at no additional charge to the Service Recipient.
1328 Contractor shall be compensated for the delivery or exchange of additional Cart(s) in
1329 accordance with Section 10.06.6.

1330 10.06.4 Replacement of Gray, Blue and Green Containers. Contractor's
1331 employees shall take care to prevent damage to carts by unnecessary rough treatment.
1332 However, any Container damaged by the Contractor shall be replaced by the Contractor,

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1333 at the Contractor's expense, within five (5) Work Days at no cost or inconvenience to
1334 the Service Recipient.

1335 10.06.4.1 Upon notification to the Contractor by the City or a
1336 Service Recipient that the Service Recipient's Gray, Blue or Green Containers(s) has
1337 been lost, stolen or damaged beyond repair through no fault of the Contractor, or needs
1338 replacement due to age and normal wear and tear, the Contractor shall deliver a
1339 replacement Containers(s) to such Service Recipient within five (5) Work Days. Upon
1340 notification to the Contractor by the Service Recipient that the Service Recipient's
1341 Kitchen Food Waste Pail has been lost or damaged beyond repair, the Contractor shall
1342 deliver up to one replacement Kitchen Food Waste Pail at no additional charge to the
1343 Service Recipient within (5) Work Days during the term of the Contract. The Contractor
1344 shall maintain records documenting all Containers replacements occurring on a monthly
1345 basis.

1346 10.06.4.2 Each Service Recipient shall be entitled to the
1347 replacement of one (1) lost, destroyed, or stolen Gray Container, one (1) lost, destroyed,
1348 or stolen Blue Container, and one (1) lost, destroyed, or stolen Green Container during
1349 the term of this Contract at no cost to the Service Recipient. Except in the case of a
1350 Container that must be replaced because of damage caused by Contractor, due to
1351 damage caused by age, or in the case where Contractor elects to replace a Container
1352 rather than repair it on-site, Contractor shall be compensated for the cost of those
1353 replacements in excess of one (1) per type of Container per Service Recipient during
1354 the term of the Contract, in accordance with the "Container Replacement" Service Rate
1355 set forth in **Exhibit 1**, or as may be adjusted under the terms of this Contract.

1356 10.06.4.3 Contractor understands and agrees that this
1357 provision is intended to be applied on a per Container type, Service Recipient basis and
1358 accordingly each Service Recipient could receive up to three (3) replacement Container,
1359 one (1) of each type, during the life of the Contract.

1360 10.06.5 Repair of Gray, Blue and Green Containers. Contractor shall be
1361 responsible for repair of Container(s) in the areas to include but not be limited to, hinged
1362 lids, wheels and axles. Within five (5) Work Days of notification by the City or a Service
1363 Recipient of the need for such repairs, the Contractor shall repair the Container or, if
1364 necessary, remove the Container for repairs and deliver a replacement Container to the
1365 Service Recipient.

1366 10.06.6 Container Exchange. Upon notification to the Contractor by the
1367 City or a Service Recipient that a change in the size of a Gray, Blue or Green Container
1368 is required, or that the Service Recipient requires a second Blue or Green Container,
1369 the Contractor shall deliver such Container to such Service Recipient within five (5) Work

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1370 Days. Each Residential Service Unit shall be eligible to receive one (1) free Gray, Blue
1371 and Green Container exchange per Contract Year during the term of this Contract and
1372 one free delivery of a second Blue or Green Container during the term of this Contract.
1373 Accordingly, Contractor shall be compensated for the cost of those exchanges in excess
1374 of one (1) per Container type per Contract Year, in accordance with the "Container
1375 Exchange" service rate as set forth in **Exhibit 1** or as may be adjusted under the terms
1376 of this Contract.

1377 10.06.7 Ownership of Gray, Blue and Green Container. Ownership of
1378 Gray, Blue and Green Container(s) shall rest with the Contractor, except that ownership
1379 of Gray, Blue and Green Container(s) in the possession of a Service Recipient at the
1380 end of this Contract may rest with the City, at City's sole discretion. In the case of the
1381 termination of the Contract due to the default of the Contractor, the Gray, Blue, and
1382 Green Containers, shall, at City's sole discretion and at no additional cost to the City,
1383 become the property of the City and Contractor shall submit to the Contract
1384 Administrator an inventory of Gray, Blue, and Green Containers, including their
1385 locations, together with all proof of ownership, and shall take all steps necessary to
1386 transfer ownership to City.

1387 10.07 Residential Garbage Collection Service. This service will be governed by
1388 the following terms and conditions:

1389 10.07.1 Non-Collection. Except as set forth in Section 10.12,
1390 Contractor shall not be required to Collect any Residential Garbage that is not placed in
1391 a Gray Container. In the event of non-collection, Contractor shall affix to the Gray
1392 Container a Non-Collection Notice explaining why Collection was not made. Contractor
1393 shall maintain a copy of such notices during the term of this Contract.

1394 10.07.2 Disposal Facility. Except as set forth below, all Residential
1395 Garbage Collected as a result of performing Residential Garbage Collection Service
1396 shall be transported to, and disposed of, at the Disposal Facility. In the event the
1397 Disposal Facility is closed on a Work Day, the Contractor shall transport and dispose of
1398 the Residential Garbage at such other legally permitted disposal facility as designated
1399 in writing by City. Failure to comply with this provision shall result in the levy of an
1400 administrative charge as specified in Article 23 of this Contract and may result in the
1401 Contractor being in default under this Contract.

1402 10.08 Residential Recycling Service. This service will be governed by the
1403 following terms and conditions:

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1404 10.08.1 Overages. Corrugated cardboard that will not fit inside the Blue
1405 Container may be placed beside the Blue Container for Collection.

1406 10.08.2 Recycling - Improper Procedure. Except as set forth in this Section
1407 10.08.2, the Contractor shall not be required to Collect Recyclable Materials if the
1408 Service Recipient does not segregate the Recyclable Materials from Residential
1409 Garbage. Furthermore, except as set forth in Section 10.08.1 above, Contractor shall
1410 not be required to Collect any Recyclable Material that is not placed in a Blue Container.
1411 If Recyclable Materials are contaminated through commingling with Residential
1412 Garbage, the Contractor shall, if practical, separate the Residential Garbage from the
1413 Recyclable Materials and dispose of the Residential Garbage in the Gray Container. The
1414 Recyclable Materials shall then be Collected, and Non-Collection Notice left on the Blue
1415 Container explaining why the Residential Garbage is not considered a Recyclable
1416 Material. However, in the event the Recyclable Materials and Residential Garbage are
1417 commingled to the extent that they cannot easily be separated by the Contractor or the
1418 nature of the Residential Garbage renders the entire Blue Container contaminated, the
1419 Contractor will leave the Blue Container un-emptied along with a Non-Collection Notice
1420 that contains instructions on the proper procedures for setting out Recyclable Materials.
1421 If contents in the Blue Container are contaminated, the Contractor will have the option
1422 to collect the contaminated Container and charge a Contamination Charge. Contractor
1423 will be required to take a picture of the contamination and notify the customer using a
1424 Non-Collection/Contamination notice.

1425 10.08.3 Material Recovery Facility. All Recyclable Materials Collected as
1426 a result of performing Recycling Services shall be delivered to the Material Recovery
1427 Facility. Failure to comply with this provision shall result in the levy of an administrative
1428 charge as specified in Article 23 of this Contract and may result in the Contractor being
1429 in default under this Contract.

1430 10.08.4 Recycling - Changes to Work. Should changes in law arise that
1431 necessitate any additions or deletions to the work described herein, including the type
1432 of items included as Recyclable Materials, the parties shall negotiate any necessary cost
1433 changes and shall enter into a Contract amendment covering such modifications to the
1434 work to be performed and the compensation to be paid before undertaking any changes
1435 or revisions to such work.

1436 10.09 Organic Recyclable Material Collection Service. This service will be
1437 governed by the following terms and conditions:

Residential Solid Waste Services and Street Sweeping Contract

1438 10.09.1 Christmas Tree Collection. The Contractor shall Collect Christmas
1439 Trees set out at the curb for Collection during the three-week period beginning
1440 December 26 and annually thereafter during the term of this Contract. Contractor shall
1441 deliver the Collected Christmas Trees to an appropriate facility for processing. Christmas
1442 Trees shall be limited to 8 feet tall , and must be generated by and at the Residential
1443 Service Unit wherein the Christmas Tree is Collected. This annual service shall be
1444 provided at no additional charge to the Service Recipient.

1445 10.09.1.1 Contaminated Christmas Trees. Christmas trees that are
1446 flocked, contain tinsel or other decorations may be transferred and/or delivered to the
1447 Disposal Facility at the discretion of the Contractor.

1448 10.09.2 Non-Collection. Except as set forth in Section 10.09.1 above,
1449 Contractor shall not be required to Collect any Organic Recyclable Material that is not
1450 placed in a Green Container. Furthermore, Contractor shall not be required to provide
1451 Leaf Collection Service as detailed in Section 10.11 if a bag contains any material other
1452 than leaves. In the event of non-collection, Contractor shall affix to the Green Containers
1453 or bags a Non-Collection Notice explaining why Collection was not made. Contractor
1454 shall maintain a copy of such notices during the term of this Contract. If contents in the
1455 Green Containers are contaminated, the Contractor will have the option to collect the
1456 contaminated Container and charge a Contamination Charge. Contractor will be
1457 required to take a picture of the contamination and notify the customer using a Non-
1458 Collection Notice.

1459 10.10 Organic Recyclable Material Processing Services. Contractor shall ensure
1460 that all Organic Recyclable Material Collected pursuant to this Contract is diverted from
1461 the landfill in accordance with Applicable Law.

1462 10.10.1 Contractor shall ensure that the Organic Recyclable Material
1463 Collected pursuant to this Contract is not disposed of in a landfill, except as a residue
1464 resulting from processing.

1465 10.10.2 Organic Recyclable Material Processing Facility. Contractor must
1466 ensure that all Organic Recyclable Material collected pursuant to this Contract is
1467 diverted from the landfill in accordance with Applicable Law. Contractor shall deliver all
1468 Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material
1469 Processing Facility, a fully permitted Transfer Station, or other properly permitted facility.
1470 All expenses related to Organic Recyclable Material processing and marketing will be
1471 the sole responsibility of Contractor.

1472 10.11 Leaf Collection Service. Contractor shall provide Leaf Collection Service at
1473 the normal Organic Recyclable Material Collection pick-up date and time. Contractor

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1474 shall collect up to four (4) 30-gallon bags per Service Unit per Collection. This service
1475 shall be provided at no additional cost to the City or Service Recipient.

1476 10.12 Large Item Collection Service. This service will be governed by the following
1477 terms and conditions.

1478 10.12.1 Conditions of Service. The Contractor shall provide Large Item
1479 Collection Service to all Residential Service Units in the Service Area whose Large Items
1480 have been placed within three (3) feet of the curb, swale, paved surface of the public
1481 roadway, closest accessible roadway, or other such location agreed to by the Contractor
1482 and Service Recipient, that will provide safe and efficient accessibility to the Contractor's
1483 Collection crew and vehicle. The Service Recipient shall be limited to ten (10) cubic
1484 yards per Collection. Accordingly, Contractor shall be compensated for the cost of
1485 Collecting Large Items in excess of this limitation in accordance with the "additional
1486 Large Item Collection" service rate as set forth in **Exhibit 1** or as may be adjusted under
1487 the terms of this Contract. Each Residential Service Unit in the Service Area shall be
1488 entitled to receive Large Item Collection Service up to three (3) times per Contract Year.

1489 10.12.2 Frequency of Service. Large Item Collection Service shall be
1490 provided within seven (7) days of receipt of the request, excluding Saturdays, Sundays
1491 and Holidays, as set forth herein. The Service Recipient shall not intentionally
1492 commingle Large Items with other Residential Waste. Large Item Collection Service will
1493 occur on the same day as Garbage Collection Service, Recycling Collection Service and
1494 Organic Recyclable Material Collection Service, unless Service Recipient requests a
1495 specific date in advance. Large Items placed in the public right of way more than twenty-
1496 four (24) hours before their scheduled Collection day may be considered illegal dumping
1497 if placement of such items is in violation of the Rancho Cordova Municipal Code and
1498 City may request Contractor to remove such items. If permissible, such removal shall be
1499 considered a special pick up for the service recipient and be subject to the special pick
1500 up fees as set forth in **Exhibit 1**.

1501 10.12.3 Care of Large Items. During the Collection and transporting of
1502 Large Items, Contractor shall take reasonable care to see that reusable goods are not
1503 damaged. In the event that Contractor Collects Large Items that contain Freon,
1504 Contractor shall handle such Large Items in a manner such that the Large Items are not
1505 subject to regulation as Hazardous Waste under applicable state and federal laws or
1506 regulations.

1507 10.12.4 Maximum Reuse and Recycling. Contractor must process bulky
1508 waste and Large Items collected from Service Units pursuant to this Contract locally,
1509 using a City-approved, sorting facility. Contractor shall ensure that Organic Recyclable

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1510 Material and Recyclable Material Collected pursuant to this Contract is diverted from the
1511 landfill in accordance with Applicable Law.

1512 10.13 Residential Used Oil Collection Service. This service will be governed by
1513 the following terms and conditions:

1514 10.13.1 Conditions of Service. In conjunction with the provision of
1515 Residential Recycling Collection Service, the Contractor shall provide Residential Used
1516 Oil Collection Service to all Residential Service Units in the Service Area utilizing Used
1517 Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter
1518 Containers for the accumulation and set out of their Used Oil Filters where the Used Oil
1519 Containers and Used Oil Filter Containers have been placed within three (3) feet of the
1520 curb, swale, paved surface of the public roadway, closest accessible roadway, or other
1521 such location agreed to by the Contractor and Service Recipient, that will provide safe
1522 and efficient accessibility to the Contractor's Collection crew and vehicle.

1523 10.13.2 Non-Collection. Contractor shall not be required to collect material
1524 placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used
1525 Oil Filters, as appropriate, and is free of contamination other than contamination
1526 normally expected to be present as a result of the use, storage or spillage of the Used
1527 Oil or Used Oil Filter. In the event of non-collection, Contractor shall affix to the Used Oil
1528 or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not
1529 made and maintain a copy of such notice during the term of this Contract. Prior to the
1530 end of the Work Day, Contractor shall notify the Contract Administrator, either by Fax or
1531 e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or
1532 Filter was placed in an improper container, Contractor shall also leave Used Oil or Used
1533 Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set
1534 out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used
1535 Oil Filters along with the Non-Collection Notice.

1536 10.13.3 Spillage. Contractor shall carry oil absorbent material on all
1537 vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills
1538 during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or
1539 which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection
1540 vehicle.

1541 10.13.4 Used Oil and Used Oil Filter Containers. To the extent allowed by
1542 Contractor, residents may provide their own used oil and used filter containers.
1543 However, in the event Contractor allows the use of resident-provided containers,
1544 Contractor shall assume any and all liabilities related to the use of such resident-

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provided containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of City or a Service Recipient, Contractor shall, at Contractor's sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the City or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

10.13.4.1 At the time Contractor Collects Used Oil from a Service Recipient, Contractor shall, at Contractor's sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. Contractor shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

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

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

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

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

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

10.14.1 Collection. Within one (1) week after request by Service Recipient Contractor will collect any Sharps discarded in Approved Sharps Containers provided by the Service Recipient, at that Service Recipient's Residential premise without surcharge to the Service Recipient or charge to the City. As part of the Sharps Collection Service, Contractor shall provide an option for Service Recipients to mail back their Sharps, if contained in a Contractor approved container for a fee. If Contractor delivers Approved Sharps Container(s) to a transfer station that Contractor owns or operates,

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1581 Contractor will arrange for a medical waste hauler to pick up the Approved Sharps
1582 Container(s), and stage or store the Container(s) until the certified medical waste hauler
1583 collects the Container(s).

1584 10.14.2 Container. Contractor will, at the sole cost to the Contractor,
1585 provide Service Recipients with an Approved Sharps Container for use in the Sharps
1586 Collection program.

1587 10.14.3 Service Recipient Appointment. Contractor will follow the following
1588 procedure:

1589 10.14.3.1 Contractor will receive the Service Recipient's telephone
1590 request for Sharps Collection Service during phone hours at the local, toll-free telephone
1591 number that Contractor must maintain.

1592 10.14.3.2 If the Service Recipient provides his or her telephone
1593 number to Contractor on that call, Contractor will return the call to schedule and Collect
1594 an Approved Sharps Container on Service Recipient's regularly scheduled Collection
1595 day between 6 a.m. and 3 p.m.

1596 10.14.3.3 Contractor will arrange with Service Recipient where
1597 Service Recipient will personally deliver the Approved Sharps Container to the
1598 Contractor's employee when the employee knocks on or rings the bell at the Service
1599 Recipient's front door. Contractor may not arrange with Service Recipient to set out any
1600 Approved Sharps Container at the Service Recipient's curbside set-out site. In addition
1601 to the personal delivery of the Approved Sharps Container by the Service Recipient to
1602 the Contractor's employee, the City may arrange for a drop-off location at one of the
1603 City's owned facilities. Contractor will record the time and place of regularly scheduled
1604 Collection on the Service Recipient's subscription form.

1605 10.14.4 Non-Collection. Contractor is not required to Collect Sharps in the
1606 following events:

1607 10.14.4.1 Service Recipient discards materials other than Sharps,
1608 such as prescription drugs,

1609 10.14.4.2 Service Recipient does not discard Sharps in an
1610 Approved Sharps Container,

1611 10.14.4.3 Sharps have spilled out of the Approved Sharps
1612 Container, or the Container is broken, split or otherwise damaged, or it is not sealed
1613 properly, or

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1614 10.14.4.4 Service Recipient does not set out the Approved Sharps
1615 Container at the place arranged between the Service Recipient and the Contractor: for
1616 example, Service Recipient sets out the container at the curb.

1617 In any of these events, Contractor will complete and leave a Non-
1618 Collection Notice securely attached to the discarded material container, describing the
1619 reason that the Contractor did not Collect the Approved Sharps Container.

1620 10.14.5 Handling Sharps.

1621 10.14.5.1 Contractor's employee will record Collection thereof on his
1622 or her route sheet.

1623 10.14.5.2 Contractor will transport Approved Sharps Container to
1624 **[Contractor to identify location].**

1625 10.14.5.3 Contractor will arrange for disposal of Sharps in
1626 accordance with Applicable Law.

1627 10.14.6 Customer Education and Outreach. Contractor will provide all
1628 Customers with a description of the Sharps Collection program.

1629 **10.15 Place holder for Edible Food Collection Program**

1630 **ARTICLE 11. City Collection Service**

1631 11.01 City Collection Service. Except as set forth below, the Contractor shall
1632 provide City Collection Service to all City Service Units in the Service Area as described
1633 in **Exhibit 3**. This service will be governed by the following terms and conditions:

1634 11.01.1 Hours of Collection. City Collection Service shall be provided,
1635 commencing no earlier than 5:00 a.m., provided the City Service Unit is located a
1636 minimum of one hundred (100) feet from residential property, and terminating no later
1637 than 7:00 p.m., Monday through Friday. The hours of Collection may be extended due
1638 to extraordinary circumstances or conditions with the prior written consent of the
1639 Contract Administrator.

1640 11.01.2 Accessibility. Contractor shall Collect all Gray, Blue or Green
1641 Containers that are readily accessible to the Contractor's crew and vehicles and not
1642 blocked. However, Contractor shall provide "push services" as necessary during the
1643 provision of City Collection Services. Push services shall include, but not be limited to
1644 dismounting from the Collection vehicle, moving the Gray, Blue, or Green Containers
1645 from their storage location for Collection and returning the Gray, Blue, or Green
1646 Containers to their storage location.

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1647 11.01.3 Manner of Collection. The Contractor shall provide City Collection
1648 Service with as little disturbance as possible and shall leave Gray, Blue, or Green
1649 Containers at the same point it originally located without obstructing alleys, roadways,
1650 driveways, sidewalks or mail boxes.

1651 11.01.4 Purchase and Distribution of Container(s).

1652 11.01.4.1 Contractor is responsible for the purchase and delivery
1653 of Kitchen Food Waste Pails to all newly constructed Residential Service Units in the
1654 City, and for lost or stolen pails at the request of the Service Recipient. Kitchen Food
1655 Waste Pails to Service Units in the Service Area. Each Service Unit shall be eligible to
1656 request one (1) Kitchen Food Waste Pail per year at no additional charge.

1657 11.01.5 Replacement of Gray, Blue, and Green Container(s). Care shall
1658 be taken by Contractor's employees to prevent damage to Containers by unnecessary
1659 rough treatment. However, any Gray, Blue, or Green Container(s) damaged by the
1660 Contractor shall be replaced by the Contractor, at Contractor's expense, within five (5)
1661 Work Days at no cost or inconvenience to the Service Recipient.

1662 11.01.5.1 Upon notification to the Contractor by the City that a City
1663 Service Units' Container has been lost, stolen or that it has been damaged beyond repair
1664 through no fault of the Contractor, the Contractor shall deliver a replacement Gray, Blue,
1665 or Green Container to such Service Unit within five (5) Work Days.

1666 11.01.6 Gray, Blue, and Green Container(s). Contractor shall be
1667 responsible for repair of Containers. Within five (5) Work Days of notification by the City
1668 of the need for such repairs, the Contractor shall repair the Container or if necessary,
1669 remove the Container for repairs and deliver a replacement Gray, Blue, or Green
1670 Container. Gray, Blue, and Green Container repair shall also include the removal of
1671 graffiti from the Container.

1672 11.01.7 Gray, Blue, and Green Container Exchange. Upon notification to
1673 the Contractor by the City that a change in the size, or number of the Gray, Blue, or
1674 Green Container, or a change in the number of Gray, Blue, or Green Containers is
1675 required, the Contractor shall deliver such Containers to such City Service Unit within
1676 five (5) Work Days.

1677 11.01.8 Ownership of Gray, Blue and Green Container. Ownership of
1678 Gray, Blue and Green Container(s) shall be governed by the provisions of Section
1679 10.06.7.

1680 11.01.9 Annual Cleaning. Once each Contract Year, at no charge to the
1681 City, Contractor shall clean all Gray, Blue, or Green Containers at the City Service Unit's
1682 premises or shall replace the dirty Containers with clean Containers and remove the
1683 dirty Containers for cleaning.

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1684 11.02 City Service Unit Recycling Program. Contractor shall maintain a City
1685 Service Unit Recycling Program that includes Collection of Organic Recyclable Materials
1686 and Recyclable Materials. Contractor will educate City staff on the importance of source
1687 separating Recyclable Material and Organic Recyclable Materials from Garbage.
1688 Contractor shall provide educational material and signage annually for the City Service
1689 Unit Recycling Program at no additional cost to the City.

1690 11.03 City Garbage Collection Service.

1691 11.03.1 Conditions of Service. The Contractor shall provide City Garbage
1692 Collection Service to all City Service Units in the Service Area whose City Garbage is
1693 properly containerized in Gray Containers, where the Gray Containers are accessible
1694 as set forth in Section 11.01.2.

1695 11.03.2 Size and Frequency of Service. The size of the containers and the
1696 frequency of this service shall be provided as deemed necessary and as determined
1697 between the Contractor and the Contract Administrator, but such service shall be
1698 received no less than one (1) time per week with no exception for holiday(s) as set forth
1699 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1700 as determined between the Contract Administrator and the Contractor as long as the
1701 minimum frequency requirement is met. Service may be provided by Garbage Bin or
1702 Cart at the option of the City.

1703 11.03.3 Disposal Facility. All City Garbage, Collected as a result of
1704 performing City Garbage Collection Service shall be transported to, and disposed of, at
1705 the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, the
1706 Contractor shall transport and dispose of City Garbage at such other legally permitted
1707 disposal facility as designated in writing by City. Failure to comply with this provision
1708 shall result in the levy of an administrative charge as specified in Article 23 of this
1709 Contract and may result in the Contractor being in default under this Contract.

1710 11.04 City Recycling Collection Service. This service will be governed by the
1711 following terms and conditions:

1712 11.04.1 Conditions of Service. The Contractor shall provide City Recycling
1713 Collection Service to all City Service Units in the Service Area whose Recyclable
1714 Materials are properly containerized in Blue Containers, except as set forth in Section
1715 11.04.3 below, where the Blue Containers are accessible as set forth in Section 11.01.2.

1716 11.04.2 Size and Frequency of Service. The size of the containers and the
1717 frequency of this service shall be provided as deemed necessary and as determined
1718 between the Contractor and the Contract Administrator, but such service shall be
1719 received no less than one (1) time per week with no exception for holiday(s) as set forth

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1720 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1721 as determined between the Contract Administrator and the Contractor as long as the
1722 minimum frequency requirement is met. Service may be provided by Bin or Cart at the
1723 option of the City.

1724 11.04.3 Recycling - Improper Procedure. Recycling – Improper Procedure
1725 shall be governed by the provisions of Section 10.08.2.

1726 11.05 Material Recovery Facility. All Recyclable Materials Collected as a result of
1727 performing Recycling Collection Services shall be delivered to the Material Recovery
1728 Facility, as specified in the Contractor's Proposal **Exhibit 6**, and determined by
1729 Contractor at its sole discretion. Failure to comply with this provision shall result in the
1730 levy of an administrative charge as specified in Article 23 of this Contract and may result
1731 in the Contractor being in default under this Contract.

1732 11.06 Organic Recyclable Materials Collection Service. This service will be
1733 governed by the following terms and conditions:

1734 11.06.1 Conditions of Service. The Contractor shall provide Organic
1735 Recyclable Material Collection Service to all City Service Units in the Service Area
1736 whose Organic Recyclable Material is properly containerized in Green Containers,
1737 where the Green Containers are accessible as set forth in Section 11.01.2.

1738 11.06.2 Size and Frequency of Service. The size of the containers and the
1739 frequency of this service shall be provided as deemed necessary and as determined
1740 between the Contractor and the Contract Administrator, but such service shall be
1741 received no less than one (1) time per week with no exception for holiday(s) as set forth
1742 herein, except that Collection service scheduled to fall on a holiday may be rescheduled
1743 as determined between the Contract Administrator and the Contractor as long as the
1744 minimum frequency requirement is met. Service may be provided by Bin or Cart at the
1745 option of the City.

1746 11.06.3 Organic Recyclable Material Processing Facility. Contractor must
1747 ensure that all Organic Recyclable Material collected pursuant to this Contract is
1748 diverted from the landfill in accordance with Applicable Law. Contractor shall deliver all
1749 Collected Organic Recyclable Material to a fully permitted Organic Recyclable Material
1750 Processing Facility, a fully permitted Transfer station, or other properly permitted facility
1751 as described in the Contractor's Proposal **Exhibit 6**. All expenses related to Organic
1752 Recyclable Material processing and marketing will be the sole responsibility of
1753 Contractor.

1754 11.07 City Event Services. Contractor shall provide Garbage Collection and
1755 disposal services, Recyclable Material Collection and processing services, Organic

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1756 Recyclable Material Collection and processing services, and portable toilets at up to ten
1757 (10) City-sponsored or supported events as requested by City. Such services shall be
1758 provided in such a manner that all Garbage, Recyclable, Organic Recyclable Material,
1759 and portable toilet needs of the event are adequately and properly provided for by
1760 Contractor at no cost of any kind to the City or the City-supported sponsor of the event.

1761 11.08 Large Item Collection Service. Large Item Collection Service shall be
1762 governed by the provisions of Section 10.12.

1763 **ARTICLE 12. Other Collection Service**

1764 12.01 Additional Programs.

1765 12.01.1 Sharps Collection Service. Contractor shall provide Sharps
1766 Collection Service throughout the term of the Contract and CONTRACTOR will include
1767 information about the Sharps Collection Service in the Public Education and Outreach
1768 Programs undertaken pursuant to Article 18 throughout the term of the Contract.

1769 12.01.2 Dry Cell Battery Collection. Contractor shall collect dry cell
1770 household batteries as part of Residential Recycling Collection Service and
1771 CONTRACTOR will include information about dry cell battery collection services in Public
1772 Education and Outreach Programs undertaken pursuant to Article 18 throughout the term
1773 of the Contract.

1774 12.01.3 Public Outreach and Education Services. Contractor shall make
1775 expanded public outreach and educational services, as set forth in Section 18.01 of this
1776 Contract.

1777 12.02 Debris Collection Service.

1778 12.02.1 Conditions of Service. Contractor shall provide Debris Collection
1779 Service within the Service Area as requested by the City. In the event that the Contractor
1780 is notified by phone or in writing by the City of the location of abandoned debris,
1781 Contractor shall remove such item within forty-eight (48) hours of receipt of such
1782 notification.

1783 12.02.2 Contractor shall provide two thousand (2,000) cubic yards per
1784 Contract Year of Debris Collection Service at no additional charge to the City. The
1785 Contractor shall provide Debris Collection Service in excess of two thousand (2,000)
1786 cubic yards at the direction of the Contract Administrator, for a charge to the City not to
1787 exceed the rate set forth in **Exhibit 1**. The cubic yard charge to the City for Debris
1788 Collection Service in excess of the two thousand (2,000) cubic yard annual limit shall be
1789 adjusted annually in accordance with the percentage amounts identified in Section 5 03.

Residential Solid Waste Services and Street Sweeping Contract1790 12.03 Special Clean-Up Service.

1791 12.03.1 Contractor shall, in response to the written request of the Contract
1792 Administrator, deliver and collect Roll-Off Containers for use in special clean-up
1793 programs. Contractor, at the City Contract Administrators direction shall provide up to
1794 four (4) Special Clean-up Service events per year, with a total collection not to exceed
1795 One Thousand, Two Hundred (1,200) cubic yards in any Contract Year. Each clean-up
1796 event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00
1797 p.m. The Contract Administrator shall notify Contractor in writing not less than five (5)
1798 calendar days prior to the date of the service. The notice to Contractor shall specify the
1799 date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and
1800 the number of and size of the Roll-Off Containers to be delivered. As part of this service,
1801 Contractor shall provide on-site supervision at all times the Roll-Off Containers are
1802 available for Special Clean-Up Service. At such time as the Roll-Off Container is full, but
1803 not later than the end of the Special Clean-Up Service day, Contractor shall transport and
1804 deliver the Collected materials to the Disposal Facility, the Materials Recovery Facility, or
1805 such other facility as is appropriate for the disposition of the materials and approved by
1806 the Contract Administrator.

1807 12.03.2 With the prior written consent of the Contract Administrator,
1808 Contractor may provide for the Collection of materials at a Special Clean-up Service
1809 event in a vehicle or container other than a Roll-Off Container. However, in the event the
1810 Contractor elects to utilize this alternative Collection process, Contractor is responsible
1811 for obtaining documentation of the weight of the materials Collected, diverted and
1812 disposed in a manner that is acceptable to the City.

1813 **ARTICLE 13. Collection Routes**

1814 13.01 Service Routes. Contractor must provide City with maps and digital
1815 mapping data precisely defining Collection routes.

1816 13.02 Service Route Changes. Contractor must submit to City, in writing, any
1817 proposed route change (including maps thereof) not less than sixty (60) calendar days
1818 prior to the proposed date of implementation. Contractor may not implement any route
1819 changes without the prior review and written consent of the Contract Administrator. If
1820 the change will change the Collection day for a Service Recipient, Contractor must notify
1821 those Service Recipients in writing of route changes not less than thirty (30) calendar
1822 days before the proposed date of implementation.

1823 13.03 Collection Route Audits. City reserves the right to conduct audits of
1824 Contractor's Collection routes. Contractor must cooperate with City in connection
1825 therewith, including permitting City employees or agents, designated by the Contract
1826 Administrator, to ride in the Collection Vehicles to conduct the audits. Contractor has

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1827 no responsibility or liability for the salary, wages, benefits or worker compensation claims
1828 of any person designated by the Contract Administrator to conduct such audits.

1829 13.04 Route Reviews. Contractor will audit and report on a minimum of 5,000
1830 accounts per year, with those accounts distributed evenly among each Hauler Route,
1831 unless otherwise directed by the City.

1832 13.04.1 Contractor will conduct Route Reviews on collection days when
1833 Gray, Blue, and Green Containers are scheduled for a Hauler Route. A Route Review
1834 will consist of opening the Gray, Blue, and Green Container, searching the top layer of
1835 material for Prohibited Container Contaminants, filling out a Prohibited Contamination
1836 Contaminants Container tag, documenting the data for reporting (including
1837 photographing Prohibited Contamination Contaminants), and returning the Gray, Blue,
1838 and Green Container lids.

1839 **ARTICLE 14. Billing Audits and Performance Reviews**

1840 14.01 Contractor Billing Audits. Contractor Shall Review its Billings to all
1841 Customers. The purpose of the review is to determine that the amount which the
1842 Contractor is billing each Customer is correct regarding the level of service (i. e. ,
1843 frequency of collection, size of container, location of container) at the rates approved by
1844 City Council resolution. The Contractor shall review Customer accounts not less than
1845 annually and provide a written certification to the City that all such billing is correct. The
1846 documentation of the review, as well as verification that any errors have been corrected
1847 should be provided to the City annually.

1848 14.02. Performance and Financial Review. The City may contract with a solid
1849 waste consultant for an independent financial and performance review of Collection
1850 Services up to two (2) times during the initial ten year term of the Contract and one (1)
1851 time during any 5 year term extension. The primary objectives of the review are to ensure
1852 that service fees and franchise fees have been correctly calculated and paid, that
1853 diversion percentages have been properly calculated and that the Contractor is
1854 delivering services in accordance with the performance, reporting and diversion
1855 requirements of the Contract. Contractor agrees that these reviews are in the best
1856 interest of the City and Contractor and shall cooperate with City's consultant during the
1857 provision of these reviews by providing access to all requested records and data in a
1858 timely manner.

1859 14.02.1 The Contractor shall pay to the City a total of Sixty Five Thousand
1860 Dollars (\$65,000) for each Performance and Financial Review that is conducted during
1861 the term of the Contract and any extensions. That amount shall increase annually in
1862 accordance with the CPI Adjustment Calculation in Section 5.03. Beginning July 1, 2025,

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and annually thereafter. Contractor's payment to the City is to be made within sixty (60) days' written notice from the City of the commencement of any such review.

14.03 Public Hearing. At the City's sole option, with at least thirty (30) calendar days written notification to the Contractor, it may conduct a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance, quality of service, and evaluation of technological and regulatory changes. Required report information, including customer service log information as well as any findings from billing audits and /or performance reviews. Performance and service quality review hearings may be scheduled by the City at its discretion throughout the Term of the Agreement.

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

ARTICLE 15. Collection Equipment

15.01 General Provisions. All equipment used by Contractor in the performance of services under this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers must be watertight and must be operated so that liquids do not spill during Collection or in transit.

15.02 Collection Vehicles. Contractor must use new Collection Vehicles as of the July 1, 2026 and may not use any Collection Vehicle that is more than ten (10) years old during the term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its address within the City, and shall report all purchases of Collection Vehicles under this Agreement as attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel, which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by the City. If during the term of the Franchise Agreement, new technologies are available such as hybrid or electric powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles to be

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1901 in full compliance with all Applicable Laws, including State and Federal clean air
1902 requirements that are adopted or proposed to be adopted, including, but not limited to,
1903 the California Air Resources Board Heavy Duty Engine Standards as currently proposed
1904 to be contained in California Code of Regulations, title 13, sections 2020 et seq. , the
1905 Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air
1906 pollution control laws.

1907 15.03 Collection Vehicle Technology. Contractor must use Collection Vehicles
1908 fitted with GPS tracking devices that can be used to record start and stop times, vehicle
1909 locations, and maximum speed. Contractor shall furnish to the City at no additional cost
1910 or expense any software and equipment necessary for City to track the location of
1911 Collection Vehicles in real time and to generate reports as needed. Collection Vehicles
1912 must also take photos, date and location stamped, to document violations, including
1913 contamination, overfilling, and lids not closed. GPS and camera data must be accessible
1914 by City.

1915 15.04 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor
1916 may not use any Collection Vehicle in violation of weight limitations in Applicable Law.
1917 The Contractor may exceed the Collection Vehicle size limitation for a limited time due
1918 to extraordinary circumstances or conditions with the prior written consent of the
1919 Contract Administrator. The limited time may not exceed 120 days. Contractor must
1920 report all instances of overweight vehicles to City as part of its quarterly reports , and as
1921 part of its Annual Reports to the City described in Section 20.03. Contractor may be
1922 assessed administrative charges as specified in Section 23.04 associated with any
1923 overweight vehicles. Prior to collecting administrative charges for overweight vehicles,
1924 the City shall afford Contractor a reasonable opportunity to provide the Contract
1925 Administrator documentation of the extraordinary circumstance that caused the
1926 overweight vehicles. Extraordinary circumstances in this particular case include, but
1927 may be limited to, heavy rains or high winds that caused excess Green Waste to be
1928 generated, rain to accumulate in open Collection Containers, or normal Collection routes
1929 to be delayed or shortened to extreme weather conditions. The Contract Administrator
1930 shall have authority to consider Contractor's documentation and uphold and collect the
1931 assessed charge, to reduce the charge, or waive and dismiss the charge. The Contract
1932 Administrator shall also have the authority to waive charges in advance of an anticipated,
1933 or in response to and actual, emergency event.

1934 15.05 Registration; Inspection. All vehicles used by Contractor in providing
1935 Collection Services under this Agreement, except those vehicles used solely on
1936 Contractor's premises, are to be registered with the California Department of Motor
1937 Vehicles. In addition, each such vehicle must be inspected by the California Highway
1938 Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from
1939 the Contract Administrator, Contractor must provide City a copy of its vehicle

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1940 maintenance log and any safety compliance report, including, but not limited to, any
1941 report issued under California Vehicle Code sections 34500 and following, as well as the
1942 biennial "BIT" inspections conducted by the California Highway Patrol.

1943 15.06 Safety Markings. All Collection equipment used by Contractor must have
1944 appropriate safety markings including, but not limited to, highway lighting, flashing and
1945 warning lights, clearance lights, and warning flags. All such safety markings must be in
1946 accordance with the requirements of the California Vehicle Code, as may be amended
1947 from time to time.

1948 15.07 Vehicle Signage and Painting. Collection Vehicles must be painted and
1949 numbered without repetition and must have Contractor's name, Contractor's customer
1950 service telephone number, and the number of the vehicle painted in letters of contrasting
1951 color, at least four (4) inches high, on each side and the rear of each vehicle. Contractor
1952 must repaint all vehicles (including vehicles striping) during the term of this Agreement
1953 on a frequency as necessary to maintain a positive public image as reasonably
1954 determined by the Contract Administrator.

1955 15.08 Bin and Roll-off Signage, Painting, and Cleaning. All metal bins and Roll-
1956 Off Containers of any service type furnished by Contractor must be either painted or
1957 galvanized. All metal or plastic bins and Roll-Off Containers must display Contractor's
1958 name, Contractor's customer service telephone number, and the number of the Bin or
1959 Roll-off and must be kept in a clean and sanitary condition. Bins and Roll-Off Containers
1960 should be free of dents and graffiti and newly painted at the start of this Agreement and
1961 painted as needed to maintain an orderly appearance throughout the term of the
1962 Agreement. Bins and Roll-Off Containers may be subject to periodic, unscheduled
1963 inspections by City and determination as to sanitary condition will be made by City. Roll-
1964 off covers shall be provided upon request.

1965 15.09 Vehicle Certification. For each Collection Vehicle used in the performance
1966 of services under this Agreement, Contractor must obtain a certificate of compliance
1967 (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety
1968 Code (Section 43000 and following) and regulations promulgated thereunder and/or a
1969 safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code
1970 (Section 34500 and following) and the regulations promulgated thereunder, as
1971 applicable to the vehicle. Contractor must maintain copies of such certificates and
1972 reports and must make such certificates and reports available for inspection upon
1973 request by the Contract Administrator.

1974 Upon request, Contractor must submit to the Contract Administrator certification
1975 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty
1976 Vehicle Inspection. Thereafter, Contractor must cause each vehicle in Contractor's
1977 Collection fleet to be tested annually in the California Heavy Duty Inspection Program

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1978 and must, upon request, submit written verification to City within ten (10) Work Days of
1979 the completion of such test. Contractor may not use any vehicle that does not pass such
1980 inspection.

1981 15.10 Equipment Maintenance. Contractor must maintain Collection equipment
1982 in a clean condition and in good repair at all times. All parts and systems of the Collection
1983 equipment must operate properly and be maintained in a condition satisfactory to City.
1984 Contractor must wash all Collection Vehicles at least once a week, unless otherwise
1985 directed by the Contract Administrator.

1986 15.11 Maintenance Log. Contractor must maintain a maintenance log for all
1987 Collection Vehicles. The log must at all times be accessible to City by physical
1988 inspection upon request of Contract Administrator, and must show, at a minimum, each
1989 vehicle Contractor assigned identification number, date purchased or initial lease, dates
1990 of performance of routine maintenance, dates of performance of any additional
1991 maintenance, and description of additional maintenance performed.

1992 15.12 Equipment Inventory. On or before April 1, 2025, and annually thereafter as
1993 part of its Annual Report, Contractor shall provide to City an updated inventory of
1994 Collection Vehicles and major equipment used by Contractor for Collection or
1995 transportation and performance of services under this Agreement. The inventory must
1996 indicate each Collection Vehicle by Contractor assigned identification number, DMV
1997 license number, the age of the chassis and body, type of fuel used, the type and capacity
1998 of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating
1999 and the maintenance and rebuild status. Each inventory must also include the tare
2000 weight of each vehicle as determined by weighing at a certified scale used by Contractor.
2001 Each vehicle inventory must be accompanied by a certification signed by Contractor that
2002 all Collection Vehicles meet the requirements of this Agreement.

2003 15.13 Reserve Equipment. Contractor shall have available to it, at all times,
2004 reserve Collection equipment which can be put into service and operation within one (1)
2005 hour of any breakdown. Such reserve equipment must correspond in size and capacity
2006 to the equipment used by the Contractor to perform the contractual duties.

2007 15.14 Large Items. Vehicles used for Collection of Large Items shall not use
2008 compactor mechanisms or mechanical handling equipment that may release Freon or
2009 other gases from pressurized appliances.

2010 15.15 Collection Vehicle Noise Level. All Collection operations shall be conducted
2011 as quietly as possible and shall conform to applicable federal, state, county and City
2012 noise level regulations, including the requirement of Chapter 6.68 of the Rancho
2013 Cordova Municipal Code (*noise ordinance*). In the event of repeat occurrences of noise

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2014 levels in excess of the limit specified in the City's municipal code, Contractor shall pay
2015 Administrative Penalties in accordance with Article 23.

2016 **ARTICLE 16. Contractor's Office**

2017 16.01 Contractor's Office. The Contractor shall maintain a local office in
2018 Sacramento County where complaints can be received and which provides toll-free
2019 telephone access for Service Recipients living in the City of Rancho Cordova. Such
2020 office shall be equipped with sufficient telephones that all Collection Service and Street
2021 Sweeping Service related calls received during normal business hours are answered by
2022 an employee within five (5) rings, and shall have responsible persons in charge during
2023 Collection hours and shall be open during such normal business hours, 6:00 a.m. to 6:00
2024 p.m. on all Work Days and on those Saturdays when Collections Services are required
2025 as a result of the holiday Collection policy set forth in Section 9.03 of this Contract. The
2026 Contractor shall provide either a telephone answering service or mechanical device to
2027 receive Service Recipient inquiries during those times when the office is closed. Calls
2028 received after normal business hours shall be addressed the next Work Day morning.

2029 16.01.1 Emergency Contact. The Contractor shall provide the Contract
2030 Administrator with an emergency phone number where the Contractor can be reached
2031 outside of the required office hours.

2032 16.01.2 Multilingual/TDD Service. Contractor shall at all times maintain the
2033 capability of responding to telephone calls in English, Spanish and Russian. Contractor
2034 shall at all times maintain the capability or responding to telephone calls through
2035 Telecommunications Device for the Deaf (TDD) Services.

2036 16.01.3 Service Recipient Calls. During office hours, Contractor shall
2037 maintain a telephone answering system capable of accepting at least fifteen (15)
2038 incoming calls at one time. Contractor shall record all calls including any inquiries,
2039 service requests and complaints into a customer service log.

2040 16.01.4 All incoming calls will be answered within five (5) rings. Any call
2041 "on-hold" in excess of 1.5 minutes shall have the option to remain "on-hold" or to be
2042 switched to a message center where Service Recipient can leave a message.
2043 Contractor's customer service representative shall return Service Recipient calls. For all
2044 messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one
2045 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call
2046 backs" shall be attempted a minimum of one time prior to noon the next Work Day.
2047 Contractor shall make a minimum of three (3) attempts within twenty-four hours of the
2048 receipt of the call. If Contractor is unable to reach the Service Recipient on the next Work
2049 Day, the Contractor shall send a postcard to the Service Recipient on the second Work

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2050 Day after the call was received, indicating that the Contractor has attempted to return
2051 the call.

2052 16.02 Call Center Performance Tracking.. Contractor will have a system in place
2053 to track monthly call center performance that will include, at a minimum, number of calls,
2054 abandoned rate, average speed of answer, average hold time, average handle time, and
2055 number of calls on hold for more than ten (10) minutes.

2056 Under no circumstances shall Contractor's call center or other personnel direct any
2057 Service Recipient to contact the City. Doing so will subject the Contractor to
2058 Administrative Charges as provided for in **Exhibit 9**.

2059 **ARTICLE 17. Street Sweeping Services**

2060 17.01 Street Sweeping Service. Throughout the Term of the Contract, Contractor
2061 shall provide Street Sweeping Services as set forth in this Contract. If Contractor enters
2062 into a subcontract for Street Sweeping Services, pursuant to Section 36.02, Contractor
2063 shall require the subcontractor to comply with all standards and requirements set forth
2064 in this Contract for the provision of Street Sweeping Services.

2065 17.02 Compensation for Street Sweeping Services. Contractor shall collect the
2066 Street Sweeping Fee set forth in **Exhibit 1** from Residential Service Units and that Street
2067 Sweeping Fee shall be full compensation for all Street Sweeping Services provided by
2068 the Contract.

2069 17.03 Manner of Service. Contractor shall provide a complete sweep of all Curb
2070 Miles on all Residential Streets and Commercial Streets located within the Service
2071 District. Within any Curb Mile, Contractor shall be responsible for sweeping all curbs
2072 including Median Islands, traffic calming islands and the corners from any cross street
2073 intersecting the subject street. Street Sweeping Services shall be performed in a manner
2074 such that all Sweep Waste is properly removed from all swept areas, including
2075 intersections, so that the street is in a clean condition. A clean condition is defined as
2076 the absence of Sweep Waste in the streets and gutters upon the completion of the
2077 sweeping operation in a manner that is consistent with industry standards and best
2078 management practices. To the extent needed to properly remove Sweep Waste,
2079 Contractor shall make multiple passes, or as necessary provide hand sweeping or
2080 vacuuming services.

2081 17.04 Traffic Laws. Contractor shall obey all laws governing the operation of the
2082 street sweepers on a public street, and shall perform its operations so that sweepers are
2083 traversing their routes in the normal direction of traffic.

2084 17.05 Parked Vehicles. In the event that Contractor's operations are impeded by
2085 parked vehicles, Contractor shall bypass said parked vehicles. In such instances, the

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2086 bypassed areas shall be considered as swept Curb Miles for purposes of calculating
2087 compensation.

2088 17.06 Call Backs. Whenever, in the sole opinion of the Contract Administrator, a
2089 section of street is inadequately swept such that all Sweep Waste has not been properly
2090 removed as required by Section 17.03, Contractor shall re-sweep the section in question
2091 within twenty-four (24) hours of receipt of verbal or written notification from the Contract
2092 Administrator.

2093 17.07 Water. Contractor shall obtain water services from the appropriate water
2094 utility companies for the water necessary in the street sweeping operation. The cost of
2095 the water shall be borne by Contractor. The proper volume and pressure shall be
2096 supplied by the sweeper at all times for adequate dust control during the sweeping
2097 operation. If reasonably available, City may direct Contractor to use reclaimed or
2098 recycled water due to increased availability of reclaimed water.

2099 17.08 Sweeper Speed. Contractor shall operate the sweepers at a speed of not
2100 more than six (6) to ten (10) miles per hour when sweeping or when the sweeper brooms
2101 are down. City will use industry standards, Environmental Protection Agency
2102 information, and the sweeper manufacturer's recommendation on the speed of
2103 sweepers when considering speeds greater than ten (10) miles per hour.

2104 17.09 Width of Sweeper Path. Contractor shall sweep a path, with all brooms
2105 down, with a width of not less than nine (9) feet unless parked vehicles, structures, or
2106 other objects prohibit the safe sweeping of this path width. The path shall begin at the
2107 face of the curb, and include the flow line of the gutter. Unless blocked by parked cars,
2108 or Containers, the face of the curb and gutter shall always be included within the
2109 sweeper path. On those streets with no curb, the width of the sweeper path shall be not
2110 less than nine (9) feet measured from the edge of the pavement toward the center of the
2111 street.

2112 17.10 Intersections. At all intersections, where debris has accumulated forming
2113 "invisible" islands, extra sweeper passes must be made to eliminate debris accumulation.

2114 17.11 Frequency and Day of Service. Contractor shall provide Street Sweeping
2115 Service for each Curb Mile in the Service District once every month to Residential
2116 Streets during the months of January through October, and twice every month during
2117 November and December. Contractor shall provide Street Sweeping Service for each
2118 Curb Mile in the Service District twice every month to Commercial Streets. However, in
2119 those instances where the scheduled Street Sweeping Service day falls on a holiday,
2120 Contractor shall adjust the route schedule as set forth in Section 9.03.

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2121 17.12 Hours and Days of Service. Contractor shall provide Street Sweeping
2122 Service on Residential Streets commencing no earlier than 6:00 a.m. and terminating
2123 no later than 4:00 p.m., Monday through Friday, with no service on Saturday or Sunday.
2124 Contractor shall provide Street Sweeping Service on Commercial Streets commencing
2125 no earlier than 10:00 p.m. and terminating no later than 6:00 a.m. The hours, days, or
2126 both of service may be extended or suspended due to extraordinary circumstances or
2127 conditions with the prior verbal consent of the Contract Administrator.

2128 17.13 Disposal of Sweep Waste. It shall be the responsibility of Contractor to
2129 transfer and dispose of Sweep Waste in a manner that complies with applicable local,
2130 state and federal laws, regulations and requirements. Contractor shall bear all costs
2131 associated with the hauling and disposal of Sweep Waste.

2132 17.14 Spillage. During hauling, all Sweep Waste shall be contained, covered or
2133 enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented.
2134 Contractor shall be responsible for the immediate cleanup of any spillage caused by
2135 Contractor.

2136 17.15 Changes in Streets. Contract Administrator may require some streets to be
2137 temporarily removed from or added to the list of scheduled streets swept under this
2138 Agreement. Conditions which may cause the Contract Administrator to order a street or
2139 an area to be bypassed temporarily include the following:

- 2140 1. Construction or development on or along a street;
- 2141 2. Pavement maintenance activities;
- 2142 3. Inclement weather when running water is in the gutter or street such that
2143 sweeping is ineffective;
- 2144 4. Special sweeping on alternative schedule;
- 2145 5. Other legitimate reasons that make sweeping impractical as determined by
2146 the City Contract Administrator; and
- 2147 6. Special Events.

2148 In the event that the Contract Administrator notifies Contractor not to sweep on a
2149 temporary basis, the Contract Administrator shall notify Contractor of the temporary
2150 suspension of service at least one (1) Work Day prior to the scheduled sweep, except
2151 in the case when the reason for not performing service is due to inclement weather, the
2152 Contract Administrator may notify Contractor at any time.

2153 17.16 Obstructions. The equipment operator shall maintain a log showing the
2154 locations of roadways that cannot be adequately swept due to obstructions, including

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2155 low hanging tree limbs or deserted vehicles parked on City streets. Contractor shall
2156 report these locations to the Contract Administrator within forty-eight (48) hours.

2157 17.17 Hazardous Materials. Contractor shall not be required to remove any
2158 Hazardous Materials from the street surface. Contractor shall immediately contact
2159 Contract Administrator if Hazardous Materials are encountered during the provision of
2160 Street Sweeping Services.

2161 17.18 Coordination with Other City Programs. This Agreement requires the
2162 Contractor to establish and maintain good working relationships with various work units
2163 in the City. The Contractor shall be responsible for cooperating and coordination with
2164 the following City programs: Residential Garbage, Recycling, and Organic Recyclable
2165 Material collection programs; road construction, paving and maintenance projects; and
2166 special City events, including parades, bicycle races, street fairs, etc.

2167 17.19 Street Sweeping Service Routes.

2168 17.19.1 Provision of Service Route Maps. No later than December 1, 2024,
2169 City shall provide Contractor with existing Street Sweeping Service District maps
2170 precisely defining the Sweeper Routes currently in use (**Exhibit 2**). The route maps shall
2171 include the days of the month sweeping shall occur on Residential Streets and
2172 Commercial Streets in the Service District. Contractor shall provide Street Sweeping
2173 Services in accordance with those maps unless a route change is first approved by City
2174 pursuant to Section 17.19.2, below.

2175 17.19.2 Route Service Changes. Contractor shall submit to the Contract
2176 Administrator, in writing, any proposed route change (including maps thereof) not less
2177 than sixty (60) calendar days prior to the proposed date of implementation. The Contract
2178 Administrator may provide written comments to Contractor on such proposed change
2179 no later than ten (10) Work Days after receipt of the proposal from Contractor, and
2180 Contractor shall revise the routes to reflect such comments and return them to the
2181 Contract Administrator within ten (10) Work Days of receipt of such comments, for City
2182 corroboration. Contractor shall not implement any route changes without the prior
2183 approval of the Contract Administrator.

2184 17.19.3 Additional Work. Should the City elect to extend the street
2185 sweeping program to include newly constructed streets after the Effective Date of the
2186 Agreement, Contractor will provide Street Sweeping Services for those streets. City shall
2187 provide Contractor notice of the addition of such streets and Contractor provide City with
2188 amended Street Sweeping routes incorporating the new streets into the Street Sweeping
2189 schedule for City's review and approval

2190 17.20 Equipment Specifications.

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2191 17.20.1 General Provisions. All Street Sweeping Service equipment used
2192 by Contractor in the performance of services under this Agreement shall be the highest
2193 quality available. The vehicles shall be designed and operated so as to prevent materials
2194 from escaping from the vehicles.

2195 17.20.2 Vehicle Compliance. During the term of this Agreement, Contractor
2196 shall provide street sweeping vehicles in full compliance with local, state and federal
2197 requirements, including but not limited to, the California Air Resources Board Heavy
2198 Duty Engine Standards, the Federal EPA's Highway Diesel Fuel Sulfur regulations; and
2199 any other applicable air pollution control laws.

2200 17.20.3 Street Sweeping Vehicles. Contractor shall maintain, at all times,
2201 sufficient street sweepers such that no sweeper is ever assigned to more than one (1)
2202 sweep route on any Work Day. All street sweepers shall be equipped with GPS
2203 technology that will provide an electronic accounting of the daily travel path of each
2204 Street Sweeper route. Contractor shall maintain electronic copies of all historical GPS
2205 generated route travel paths that Contractor shall be made available to the City upon
2206 request.

2207 17.20.4 Regenerative Air-Based Sweepers. Contractor shall use
2208 regenerative air-based sweepers that gather Sweep Waste into self-contained hoppers
2209 for eventual ejection at the disposal location. All sweepers shall have a dust suppression
2210 system in operation while conducting the work. Swept streets shall be clear of all dust,
2211 dirt, gravel, sand and all other debris from curb to curb in a manner that is consistent
2212 with best management practices and industry standards

2213 17.20.5 Dual Gutter Brooms. Sweeping vehicles must be equipped with
2214 dual gutter brooms no shorter than seven (7) inches, which shall be operating during all
2215 sweeping operations, and a main broom no shorter than eight (8) inches capable of
2216 sweeping at minimum a nine (9) foot path, or vacuum sweep if approved by the Contract
2217 Administrator.

2218 17.20.6 Condition of Equipment. Sweeping vehicles must not be more than
2219 five (5) years old at the time of execution of this Agreement, and no more than (7) years
2220 old at any point for the duration of the Agreement. Machines must be in excellent working
2221 condition capable of removing Sweep Waste throughout the term of this Agreement. The
2222 outside body of the machine must be free from dents and large scratches, and paint must
2223 be well maintained.

2224 17.20.7 Tire Scuffing. The use of a steel plate on the sweeper wheel to
2225 prevent tire scuffing against the curb will not be permitted.

2226 17.20.8 Safety Markings and Devices. Sweeping vehicles used by
2227 Contractor in the performance of this Agreement shall have appropriate safety markings,
2228 including but not limited to, highway lighting, flashing and warning lights, and clearance

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lights. All such safety markings and devices shall be in accordance with the requirements of the California Vehicle Code, as may be amended periodically.

17.20.9 Communications Equipment. Contractor shall, prior to rendering any Street Sweeping Services, equip each sweeper with communications equipment in order to provide direct communication among the equipment operators, field supervisor, and Contract Administrator. This equipment shall be at the Contractor's sole cost and expense and shall be functional at all times. Contractor shall be responsible for normal maintenance of all communications equipment during the term of the Agreement.

17.20.10 Sound Control Requirements. The noise level from the Contractor's operations, during hours of operation shall not exceed 86 decibels at a distance of 50 feet in all residential areas. Said noise level requirement shall apply to all equipment used to provide Street Sweeping Services under the terms of this Agreement. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

17.20.11 Vehicle Signage and Painting. All Street Sweeping Service vehicles shall be painted and numbered consecutively without repetition and shall have Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and on the rear of each vehicle. Contractor shall repaint all sweepers during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

17.20.12 Vehicle Registration, Licensing and Inspection. All Street Sweeping vehicles used by Contractor in the performance of services under this Agreement shall be in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. Contractor shall maintain copies of all certificates and reports evidencing compliance, and shall make such certificates and reports available for inspection upon request by the Contract Administrator. Contractor shall not use any vehicle to perform Sweeping Services that is not in compliance with applicable registration, licensing and inspection requirements.

17.20.13 Equipment Maintenance. Contractor shall maintain all Street Sweeping vehicles in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in good working order. Contractor shall wash all Street Sweeping vehicles at least once per week using recycled water to the extent feasible. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non-Point Source Pollutants in the publication entitled *Storm Water Best Management Practices Handbook for Industrial Commercial*.

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2266 17.20.14 Maintenance Log. Contractor shall maintain a maintenance log
2267 for all Street Sweeping vehicles. The log shall at all times be accessible to City via
2268 computer, or by physical inspection upon the request of the Contract Administrator. The
2269 log shall show, at a minimum, for each vehicle the Contractor-assigned identification
2270 number, date purchased or initial lease, dates of performance of routine maintenance,
2271 dates of performance of any additional maintenance, and description of additional
2272 maintenance performed.

2273 17.20.15 Equipment Inventory. As part of its Annual Report Contractor
2274 shall provide to City a current inventory of Street Sweeping vehicles to be used by
2275 Contractor for the provision of services under this Agreement in a manner consistent
2276 with the Contractor's Proposal **Exhibit 6**. The inventory shall indicate each vehicle by
2277 Contractor assigned identification number, DMV license number, the age of the chassis
2278 and body, mileage, type of fuel used, manufacturer, the date of acquisition, and the
2279 maintenance and rebuild status. Contractor Each vehicle inventory shall be
2280 accompanied by a certification by Contractor that all vehicles meet the requirements of
2281 this Agreement.

2282 17.20.16 Reserve Equipment. Contractor shall have available to it at all
2283 times reserve Street Sweeping Service equipment which can be put into service and
2284 operation within one (1) hour of any breakdown. Such reserve equipment shall
2285 correspond in size and capacity to the equipment used by Contractor to perform
2286 Contractor's duties under this Contract.

2287 17.21 Protection/Restoration of Public and Private Property. Contractor shall be
2288 responsible for protecting existing improvements, adjacent property, utility and other
2289 facilities, and trees and plants from injury or damage resulting from Contractor's
2290 operations. Contractor shall repair or replace all existing improvements, which are
2291 damaged or removed as a result of sweeping operations. Trees, lawns, and shrubbery
2292 which are damaged or removed because of the Contractor's operations shall be restored
2293 or replaced in nearly the original condition and location as reasonably possible. That
2294 portion of trees or shrubs extended into the street past the face of the curb is excluded.

2295 17.22 Accidents. Any and all accidents, damage to public or private property, or
2296 other noteworthy event, regardless of how minor, involving another person, private or
2297 public property or vehicle, shall be reported to the Contract Administrator immediately.

2298 17.23 Additional Street Sweeping Services.

2299 17.23.1 General Services. If during the term of this Agreement,
2300 circumstances exist which require work associated with the Street Sweeping Service
2301 program that are not specifically provided for in this Agreement, the Contract

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2302 Administrator may require Contractor to perform such other associated work ("OAW").
2303 Examples of OAW that Contractor may be required to perform include:

- 2304 1. Performance of special sweeps;
- 2305 2. Flood or storm clean-up;
- 2306 3. Street sanitation for parades and celebrations;
- 2307 4. Neighborhood clean-up activities; and
- 2308 5. Any contingency where sweeper and supporting sweeper
2309 equipment could assist in a particular instance.

2310 When the Contract Administrator authorizes the performance of OAW
2311 which requires Contractor to employ additional personnel, work existing personnel
2312 overtime hours, or hire additional equipment, City will pay Contractor for such services
2313 as set forth in **Exhibit 1**. All OAW shall be authorized by the Contract Administrator prior
2314 to its being performed.

2315 17.23.2 Call-Out Service. In the event of vehicle accidents, material spills
2316 or other emergency conditions where the City determines that street sweeping is
2317 required, Contractor shall provide such service within two (2) hours of the City's request.

2318 17.24 Emergency Service Provisions - Route Variances. In the event of a flood,
2319 tornado, major storm, earthquake, fire, natural disaster, or other such event, the Contract
2320 Administrator may grant Contractor a variance from regular routes and schedules. As
2321 soon as practicable after such event, Contractor shall advise the Contract Administrator
2322 when it is anticipated that normal routes and schedules can be resumed. The City shall
2323 make an effort through the local news media to inform the public when regular services
2324 may be resumed.

2325 17.25 Reporting Requirements. Contractor shall submit Monthly Reports with all
2326 data as described in **Exhibit 7** to the Contract Administrator no later than 30 days after
2327 the end of the prior month. Monthly Reports shall include a written certification from the
2328 Contractor's General Manager that the Contractor has reviewed the daily GPS data
2329 provided for in Section 17.20.3 for all Street Sweeping routes and verified that all routes
2330 have been fully completed, as scheduled. If that is not the case, Contractor shall provide
2331 a list of any and all exceptions. The Monthly reports shall also include Sweep Waste
2332 tonnages collected.

2333 17.26 Street Sweeping Quality of Work. The standards of performance which
2334 Contractor is obligated to meet are those Street Sweeping practices which leave the
2335 serviced area in a debris and dirt free condition in a manner consistent with industry
2336 standards and best management practices.

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2337 17.27 Administrative Charges. In the event Contractor fails to perform the services
2338 as set forth in this Agreement, City may assess an administrative charge against
2339 Contractor in the amounts set forth in Article 23.

2340 **ARTICLE 18. Other Services**

2341 18.01 Public Outreach and Education Services. Contractor, at its own expense,
2342 shall prepare, submit and implement an annual (calendar year) Public Education and
2343 Outreach Program beyond the City's Public Education and Outreach Program.
2344 Contractor will maintain, in its local staff, a Community Outreach Manager in order to
2345 achieve an effective public education and outreach program tailored to meet the needs
2346 of the City of Rancho Cordova. Public Outreach and Education Services will include, but
2347 not limited to, regular attendance at Area Association meetings, working with Schools
2348 Districts within the City, active participation in up to ten (10) City sponsored events,
2349 development of a dedicated web page on Contractor's website, development of City-
2350 specific online content in collaboration with the City (online newsletters, websites,
2351 Facebook, Twitter and other media) and enhanced educational and outreach materials.
2352 Beginning September 30, 2024, and annually thereafter, the Contractor must provide a
2353 proposed Annual Public Education and Outreach Plan for the following Contract Year to
2354 the City for approval no later than October 30th for the following Contract Year. The
2355 Contractor's initial Public Education and Outreach Plan is included in the Contractor's
2356 Proposal in **Exhibit 6**. That Plan must include outreach and educational services that
2357 increase diversion and resident participation as approved by the Contract Administrator.
2358 Outreach and educational services should target certain Recyclable Materials or
2359 "problem" areas of the Contractor's Service Area where improvements can be
2360 maximized. Targets of outreach shall be based on local trends and recycling patterns
2361 based on information obtained by both the Contract Administrator and Contractor staff.
2362 The program shall include a minimum of four (4) campaigns per calendar year, designed
2363 to increase diversion and resident participation. Contractor shall also provide three (3)
2364 community compost workshops per Contract Year, which shall be a service separate
2365 from the four campaigns required as part of the Public Outreach and Education Services
2366 Program as described herein. Contractor's Contract Year budget for its Public Education
2367 and Outreach Program, including only the four (4) annual campaigns and other
2368 programs listed in the Public Education and Outreach Plan, shall be at least One
2369 Hundred and Forty-Five Thousand and Four Hundred and Ninety Dollars (\$145,490)
2370 during calendar year 2025. The annual funding requirement for the Public Education and
2371 Outreach program will increase annually in accordance with the CPI Adjustment
2372 Calculation in Section 5.03. Beginning July 1, 2025, and annually thereafter, should
2373 Contractor fail to spend the minimum required budget amount specified above, it shall
2374 remit any such budget shortfall from the preceding Contract Year to the City no later than
2375 January 15th of the following Contract Year.

Residential Solid Waste Services and Street Sweeping Contract

2376 18.01.1 School Outreach Program. Contractor shall develop a School
2377 Outreach Program including classroom presentations on source reduction, recycling and
2378 composting concepts and strategies which shall be presented at schools located in the
2379 City. The School Outreach Program shall be provided at no additional cost to the City.
2380 Contractor shall provide the City with an outline of the proposed annual School Outreach
2381 Program within 30 days of the execution of the Contract.

2382 18.02 City Recycling Coordinator. Contractor shall provide for the equivalent of
2383 one full-time Recycling Coordinator dedicated to providing services to the City for the
2384 term of the Contract. Contractor may use a subcontractor to perform some or all of the
2385 duties normally assigned to the Recycling Coordinator. The services to be provided by
2386 the Recycling Coordinator shall include those agreed to by the Parties and shall be set
2387 forth in the Contractor's annual Public Education and Outreach Plan and approved by
2388 the City. During the term of the Contract, Contractor shall provide City with a proposed
2389 work plan for the Recycling Coordinator for approval by the City. Alternatively, to
2390 Contractor providing a Recycling Coordinator, City may, in its sole discretion, determine
2391 to procure the services of a Recycling Coordinator independently. In that event,
2392 Contractor shall fund those services in the amount of \$100,000 annually. If City decides
2393 to exercise the option to hire or contract for a Recycling Coordinator independently, it
2394 shall provide sixty days' notice to Contractor of that decision. The annual funding
2395 requirement for the City Recycling Coordinator will increase annually in accordance with
2396 the CPI Adjustment Calculation in Section 5.03. In the event that the City exercises its
2397 option to procure the services of a Recycling Coordinator independently, the
2398 Contractor's Recycling Coordinator payment shall be due to the City annually on April 1.

2399 Contractor shall thereafter reimburse City for the costs of those services in an
2400 amount not to exceed that set forth above. If the Contractor funds services, the
2401 Contractor will no longer be responsible for the classroom presentation portion of the
2402 School Outreach Program referenced in Section 18.01.1.

2403 18.03 Annual Collection Service Notice. Each year during the term of this Contract,
2404 the Contractor shall publish and distribute a notice to all Residential Service Units
2405 regarding the Residential Collection Service programs. The notice shall contain at a
2406 minimum: definitions of the materials to be Collected, procedures for setting out the
2407 materials, maps of the Service Area indicating the days when Residential Garbage
2408 Collection Service, Large Item Collection Service, Residential Used Oil Collection
2409 Service, Residential Recycling Collection Service, Organic Recyclable Material
2410 Collection Service, Sharps Collection Service, and HHW Collection Event will be
2411 provided, and the Contractor customer service phone number. The notice shall be
2412 provided in English, and other languages as directed by the City and shall be distributed
2413 by the Contractor no later than December 1, 2024 and annually thereafter.

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2414 18.04 Programs and Services. Contractor shall provide additional services and
2415 programs as requested by City at a price to be mutually agreed upon between the
2416 Contractor and the Contract Administrator. In the event the Contractor and the Contract
2417 Administrator cannot reach a mutually agreed upon price for the requested service or
2418 program, City shall have the right to procure the service of other vendors or contractors
2419 to provide the requested service.

2420 18.05 Recovered Organic Recyclable Material Product. Contractor shall offer and
2421 provide free compost for residential use at a location mutually agreed upon between
2422 Contractor and City. Contractor shall offer Rancho Cordova residents up to three (3)
2423 cubic yards of compost per Contract Year to be picked up by residents at a location or
2424 locations specified by the City. City and Contractor will reasonably cooperate in good
2425 faith to review availability and purchase of Recovered Organic Products, including
2426 Renewable Natural Gas, when available to fuel collection fleet in City.

2427 18.05.1 Deceased Wildlife. Contractor shall pick up and properly dispose
2428 of Deceased Wildlife found on or near City rights-of-way the same day of receipt of a
2429 service request from City if the service request is received by Contractor before 1:00
2430 pm. Service requests received by Contractor after 1:00 pm shall be picked up no later
2431 than 5:00 pm the following Work Day. Weight of Deceased Wildlife shall not exceed one
2432 hundred fifty (150) pounds per animal. Contractor will be responsible for picking up a
2433 maximum of three hundred fifty (350) Deceased Wildlife per year.

2434 18.06 News Media Relations. Contractor shall notify the Contract Administrator by
2435 fax, e-mail or phone of all requests for news media interviews related to the Collection
2436 Services program within twenty-four (24) hours of Contractor's receipt of the request.
2437 Before responding to any inquiries involving controversial issues or any issues likely to
2438 affect participation or Service Recipient perception of services, Contractor will discuss
2439 Contractor's proposed response with the Contract Administrator.

2440 18.07 Submittal of Drafts to City. Copies of draft news releases or proposed trade
2441 journal articles shall be submitted to City for prior review and approval at least five (5)
2442 Work Days in advance of release, except where Contractor is required by any law or
2443 regulation to submit materials to any regulatory agency in a shorter period of time, in
2444 which case Contractor shall submit such materials to City simultaneously with
2445 Contractor's submittal to such regulatory agency.

2446 18.07.1 Copies of articles resulting from media interviews or news releases
2447 shall be provided to the City within five (5) Work Days after publication.

2448 18.08 Looking out for You Program. In collaboration with City, Contractor shall
2449 develop and implement a "Looking Out For You" program wherein Contractor will work
2450 with law enforcement and other City departments to create a comprehensive

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2451 crime/emergency plan as well as utilize drivers to spot and report other areas of concern
2452 outside of Solid Waste Services such as street light outages, damaged signs, potholes
2453 and downed wires. Contractor shall make drivers available for an annual training by
2454 City's Police Department during the term of the Contract.

2455 **ARTICLE 19. Emergency Service Provisions**

2456 19.01 Emergency Services. In the event of a tornado, major storm, earthquake,
2457 flooding, fire, natural disaster, or other such event, the Contract Administrator may grant
2458 the Contractor a variance from regular Collection routes and schedules. As soon as
2459 practicable after such event, the Contractor shall advise the Contract Administrator when
2460 it is anticipated that normal routes and schedules can be resumed. The Contract
2461 Administrator shall make an effort through the local news media to inform the public when
2462 regular Collection Services may be resumed. The clean-up from some events may
2463 require that the Contractor hire additional equipment, employ additional personnel, or
2464 work existing personnel on overtime hours to clean debris resulting from the event. The
2465 Contractor shall receive additional compensation, above the normal compensation
2466 contained in this Contract, to cover the costs of rental equipment, additional personnel,
2467 overtime hours and other documented expenses based on the rates set forth in **Exhibit**
2468 **1** to this Contract provided the Contractor has first secured written authorization and
2469 approval from the City through the Contract Administrator. City will be given equal priority
2470 and access to resources as with other franchise jurisdictions held by contractor or its
2471 affiliates.

2472 19.02 Disaster Recovery Support. In the event of a tornado, major storm,
2473 earthquake, fire, natural disaster, or other such event, Contractor agrees to provide
2474 disaster recovery support upon request by Contract Administrator at a mutually agreed
2475 upon compensation. This may include additional hauling of debris, special handling such
2476 as wrapping waste in plastic (i. e. , "burrito wrapping"), temporary storage of debris where
2477 feasible, additional disposal, use of different transfer and disposal facilities, and
2478 documentation of debris type, weight, and diversion. Contractor should follow protocol
2479 laid out in the City's Draft Disaster Debris Plan and any subsequent County or City
2480 Disaster Debris Plans, as applied to solid waste hauling and handling.

2481 **ARTICLE 20. Record Keeping and Reporting Requirements**

2482 20.01 Record Keeping. Notwithstanding Article 47 herein:

2483 20.01.1 Accounting Records. Contractor must maintain full, complete and
2484 separate financial, statistical and accounting records, pertaining to cash, billing, and
2485 provisions of all Collection Services, prepared on an accrual basis in accordance with
2486 generally accepted accounting principles. Such records will be subject to audit, copy,
2487 and inspection for the purposes set forth in Section 14.02. Gross receipts derived from

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2488 provision of the Collection Services, whether such services are performed by Contractor
2489 or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2490 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement,
2491 and for a period of not less than four (4) years following expiration or other termination
2492 hereof, full, complete and accurate records, including all cash, billing and disposal
2493 records, as indicated in the Agreement.

2494 20.01.2 Agreement Materials Records. Contractor must maintain records
2495 of the quantities of (i) Solid Waste Collected and disposed under the terms of this
2496 Agreement, (ii) Recyclable Materials, by type, Collected, , and residue disposed under
2497 the terms of this Agreement, and (iii) Organic Recyclable Material Collected, and residue
2498 disposed under the terms of this Agreement.

2499 20.01.3 Other Records. Contractor must maintain all other records
2500 reasonably related to provision of Collection Services, whether or not specified in this
2501 Agreement.

2502 20.01.4 Report Format. All reports to be submitted in a format approved by
2503 the City.

2504 20.01.5 Implementation Record. Contractor shall maintain, in form and
2505 format satisfactory to the City, an Implementation Record meeting the requirements of
2506 the SB 1383 Regulations and CalRecycle for all relevant items related to the provision
2507 of services under this Contract. The City shall maintain ownership of the Implementation
2508 Record and the Contractor shall make the Implementation Record available to the City
2509 upon request.

2510 20.02 Quarterly Reporting.

2511 20.02.1 General. Quarterly reports must be submitted no later than
2512 5:00 p.m. PT on the last day of the month following the end of Quarter in which the
2513 receipts are collected and must be provided electronically using software acceptable to
2514 the City. If the last day of the month falls on a day that City is closed or a holiday, then
2515 the report will be due on the next business day. Failure to submit complete quarterly
2516 reporting by the due date will result in penalties as specified in Section 23.04.

2517 20.02.2 Report Contents. Quarterly reports shall include the
2518 following information in a concise pdf report format:

2519 20.02.2.1 Quarterly Payment Reporting. The payment report
2520 must include an accounting of Contractor's Gross Revenues received during the
2521 preceding Quarter, and the calculated Franchise Fee.

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2522 20.02.2.2 Customer Services Comment Report. A year to date
2523 monthly accounting of (a) services provided, and (b) comments or call-ins with
2524 substantially the same content and format shown in Figure 1: 2022 Customer Service
2525 Comments Report of **Exhibit 8**. In addition to the presentation of this information in pdf
2526 format as part the larger quarterly report, the Contractor shall also provide the City with
2527 an Excel file with this information along with its quarterly report.

2528 20.02.2.3 Residential Disposal Report. A year to date monthly
2529 accounting of the information shown in in Figure 3: 2022 Residential Disposal Report of
2530 **Exhibit 8**. In addition to the presentation of this information in pdf format as part the
2531 larger quarterly report, the Contractor shall also provide the City with an Excel file with
2532 this information along with its quarterly report.

2533 20.02.2.4 Overweight Vehicle Reporting. A summary total of all
2534 instances of overweight Collection Vehicles, and an individual accounting of each such
2535 load with the amount the vehicle was overweight clearly identified. This summary must
2536 include the number of overweight vehicle instances expressed as a percentage of the
2537 total number of Collection Vehicle loads transported during the reported quarter.

2538 20.02.2.5 Non-Collection. The quarterly report must include a
2539 listing of each Service Unit receiving a Non-Collection Notice in the previous quarter
2540 along with a description for the Non-Collection Notice.

2541 20.02.2.6 Collection Overage Charges and Contamination
2542 Charges. A listing of each Service Unit incurring a charge for a Solid Waste Overage in
2543 the previous quarter and each Service Unity incurring a Contamination Charge.

2544 20.02.2.7 Contamination Reporting. To the extent required by
2545 Applicable Law, the quarterly report must include a summary of all instances of qualifying
2546 contamination under the procedures in Section 9.09. This summary must include the
2547 total number of accounts where contamination occurred, the total number of
2548 Contamination Violation Notices issued by Contractor to Service Recipients, a list of
2549 accounts where such notices occurred, and the total number of instances where
2550 Collection Container size or Collection frequency was increased specifically due to
2551 contamination. Within twenty (20) Work Days of request by City, Contractor will provide
2552 copies of the Contamination Violation Notices and the digital documentation of
2553 contamination.

2554 20.02.8 Route Reviews. A summary accounting of all Route
2555 Reviews conducted during the quarter, along with year to date totals.

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2556 20.02.9 Customer Service Log. A copy of the customer
2557 service log, including a summary of the type and number of complaints and their
2558 resolution.

2559 20.02.10 Public Education and Outreach Plan Status. An
2560 accounting of (a) the status of public education and outreach efforts listed in the annual
2561 Public Education and Outreach Plan, and (b) Public Education and Outreach Program
2562 expenses to date.

2563 20.02.11 Other Information. Contractor shall include an
2564 accounting of its performance relative to the performance standards for following items,
2565 and identify all instances that exceed the established performance standard listed in
2566 **Exhibit 9:**

- 2567 1. Provision of Carts to new Service Units
- 2568 2. Provision of additional Containers
- 2569 3. Replacement of Containers
- 2570 4. Exchange of Containers
- 2571 5. Collection of Large Items
- 2572 6. Responding to messages
- 2573 7. Callers on hold for more than 10 minutes
- 2574 8. Responding to complaints
- 2575 9. Resolution of complaints
- 2576 10. Failure to collect missed collections

2577 20.03 Annual Reporting.

2578 20.03.1 General. An annual report must be submitted no later than
2579 forty-five (45) days after the end of the previous Calendar Year. If that date falls on a
2580 day that City is closed, then the report will be due on the next business day. Annual
2581 reports must be submitted electronically in software acceptable to the City. Failure to
2582 submit complete annual reporting by the due date will result in penalties as specified in
2583 Section 23.04. Annual reports to City must include:

2584 20.03.1.1 Collection Vehicle Inventory. An updated complete
2585 inventory of Collection Containers by type and size, and an updated complete inventory
2586 of Collection Vehicles including for each vehicle: truck number, route number, date
2587 purchased, vehicle type, tare weight, license plate number, fuel type and vehicle make
2588 and model.

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2589 20.03.1.2 Other Information. The following information shall
2590 also be included in the annual reports:

2591 **[To be determined by the City]**

2592 20.04 Reporting for Enforcement and CalRecycle. Contractor shall report or
2593 otherwise provide access to information on all activities as required by CalRecycle in
2594 advance of the City's reports to CalRecycle on August 1.

2595 A. For public education. Provide the following information:

2596 1. Copies of all such information (including flyers, brochures,
2597 newsletters, invoice messaging, website and social media postings, emails, and other
2598 electronic messages).

2599 2. The date the information was disseminated or the direct
2600 contact made. For website and social media postings, this shall be the date posted.

2601 3. To whom the information was disseminated or the direct
2602 contact made. For mass distributions such as mailings or bill inserts, Contractor may
2603 provide the type and number of accounts receiving the information, rather than listing
2604 each recipient individually.

2605 B. For Route Reviews. Provide the following information:

2606 1. The date the review was conducted.

2607 2. The name and title of each person conducting the review.

2608 3. A list of the addresses covered by the review.

2609 4. A description of each Hauler Route reviewed, including
2610 Contractor's route number and a description of the Hauler Route area.

2611 5. The results of such review (i. e. the addresses where any
2612 Prohibited Container Contaminants were found), and any photographs taken.

2613 7. Copies of any educational materials issued pursuant to such
2614 reviews.

2615 C. Prohibited Container Contaminants. Provide the following
2616 documentation relating to observed Prohibited Container Contaminants, whether
2617 observed during Route Reviews or otherwise:

2618 1. Copies of the form of each notice issued to customers for
2619 Prohibited Container Contaminants, as well as, for each such form, a list of the
2620 customers to which such notice was issued, the date of issuance, the customer's name
2621 and service address, and the reason for issuance (if the form is used for multiple
2622 reasons).

2623 2. The number of times notices were issued to customers for
2624 Prohibited Container Contaminants.

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2625 3. The number of Containers where the contents were
2626 disposed due to observation of Prohibited Container Contaminants.

2627 4. A description of Contractor's process for determining the
2628 level of Container contamination under the Agreement.

2629 20.05 CalRecycle Reports. Contractor will provide reasonable assistance to City
2630 in preparing annual reports to CalRecycle (the "Electronic Annual Report" or EAR, and
2631 Form 303), including but not limited to supplying required data for preparation of the
2632 reports, and completing all required data input in the CalRecycle website.

2633 20.05.1 In the event that CalRecycle requires City to report an
2634 Implementation Schedule to comply with Applicable Laws, Contractor will provide
2635 assistance to City in preparing a report, including Contractor's policies and procedures
2636 related to compliance with Applicable Laws and how Recyclable Materials or Organic
2637 Recyclable Material are collected, a description of the geographic area, routes, list of
2638 addresses served and a method for tracking contamination, copies of route audits,
2639 copies of notice of contamination, copies of notices, violations, education and
2640 enforcement actions issued, and copies of educational materials, flyers, brochures,
2641 newsletters, website, and social media.

2642 20.06 Additional Reporting. Contractor must furnish City with any additional
2643 information or reports as may reasonably be required, such reports to be prepared within
2644 a reasonable time following the reporting period. City may also require Contractor to
2645 make changes to the content and/or format of existing reports.

2646 **ARTICLE 21. Nondiscrimination**

2647 21.01 Nondiscrimination. In the performance of all work and services under this
2648 Contract, Contractor shall not discriminate against any person on the basis of such
2649 person's race, sex, color, national origin, religion, marital status or sexual orientation.
2650 Contractor shall comply with all applicable local, state and federal laws and regulations
2651 regarding nondiscrimination, including those prohibiting discrimination in employment.

2652 **ARTICLE 22. Service Inquiries and Complaints**

2653 22.01 Contractor's Customer Service. All service inquiries and complaints shall be
2654 directed to the Contractor. A representative of the Contractor shall be available to receive
2655 the complaints during normal business hours. All service complaints will be handled by
2656 the Contractor in a prompt and efficient manner. In the case of a dispute between the
2657 Contractor and a Service Recipient, the matter will be reviewed, and a decision made
2658 by the Contract Administrator.

2659 22.01.1 The Contractor will utilize the customer service log to maintain a
2660 record of all inquiries and complaints in a manner prescribed by the City.

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

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

ARTICLE 23. Quality of Performance of Contractor

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

23.02 Service Supervisor. Contractor shall assign a full-time qualified supervisor to be in charge of the Collection Service and Street Sweeping Service within the Service Area and shall provide the name(s) of that person in writing to the Contract Administrator within thirty (30) days of the execution of this Contract, and annually by April 1 of each subsequent Contract Year of the term of this Contract, and any other time the person in that position changes. The supervisor shall be physically located in the Service Area and available to the Contract Administrator through the use of telecommunication equipment at all times that Contractor is providing Collection Services in the Service Area. In the event the supervisor is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

23.03 Contract Manager. Contractor shall designate a Contract Manager and shall provide the name of that person in writing to the City within thirty (30) days of the execution of this Contract and annually by April 1 of each subsequent Contract Year of this Contract and any other time the person in that position changes. The Contract

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2699 Manager shall be available to the City through the use of telecommunications equipment
2700 at all times that Contractor is providing Collection Services in the Service Area. The
2701 Contract Manager shall provide the City with an emergency phone number where the
2702 Contract Administrator can be reached outside of normal business hours.

2703 23.04 Administrative Charges. It shall be the duty of Contractor to perform services
2704 under this Contract in such a manner as to implement the goals set forth in Section 23.01
2705 above. In the event Contractor fails to perform the services set forth in this Contract, the
2706 City may assess administrative charges against the Contractor. Prior to assessing
2707 Administrative Charges, the City shall give Contractor written notice of its intention to do
2708 so, as set forth below. The notice shall include a brief description of the incident(s)/non-
2709 performance giving rise to the damages. City may assess Administrative Charges for
2710 each day or incident for ongoing non-performance after the City has provided the
2711 Contractor with written notice. City may assess an administrative charge against
2712 Contractor in the amounts shown in **Exhibit 9**.

2713 23.04.1 Procedure for Review of Administrative Charges. The Contract
2714 Administrator may assess administrative charges pursuant to this Article 23, as
2715 applicable, on a monthly basis. In such cases, the Contract Administrator shall issue a
2716 written notice to Contractor ("Notice of Intention to Assess Administrative Charge") of
2717 the administrative charges assessed and the basis for each assessment.

2718 23.04.2 The assessment shall become final unless, within ten (10)
2719 calendar days of the date of the notice of assessment, Contractor provides a written
2720 request for a meeting with the City Manager to present evidence that the assessment
2721 should not be made.

2722 23.04.3 The Contract Administrator shall schedule a meeting between
2723 Contractor and the City Manager, or the City Manager's designee, as soon as
2724 reasonably possible after timely receipt of Contractor's request.

2725 23.04.4 The City Manager, or the City Manager's designee, shall review
2726 Contractor's evidence and render a decision sustaining or reversing the administrative
2727 charges as soon as reasonably possible after the meeting. Written notice of the decision
2728 shall be provided to Contractor.

2729 23.04.5 In the event Contractor does not submit a written request for a
2730 meeting within ten (10) calendar days of the date of the Notice of Assessment, the
2731 Contract Administrator's determination shall be final and the administrative charges shall
2732 be due within thirty (30) calendar days of the date of the Notice of Assessment.

2733 23.04.6 City's assessment or collection of administrative charges shall not
2734 prevent City from exercising any other right or remedy, including the right to terminate
2735 this Contract, for Contractor's failure to perform the work and services in the manner set

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2736 forth in this Contract.

2737 23.05 Alternative Process – Notice of Non-Compliance.

2738 23.05.1 Notice of Non-Compliance. In the event the City identifies a term
2739 or condition of the franchise agreement that it believes the Contractor is not, or has not
2740 complied with, it may issue a written Notice to the Contractor of its findings ("Notice").
2741 That Notice shall specify the specific section or sections of the franchise agreement that
2742 the City believes the Contractor is not in compliance with and the basis for its
2743 determination of non-compliance. The Notice shall also set a reasonable time within
2744 which correction of such event of non-compliance shall be made. Unless a longer or
2745 shorter time is otherwise specified by the City Manager or his/her designee, a
2746 reasonable time for correction shall be forty-five (45) days from the date such written
2747 notice is given.

2748 Within five (5) business days of receipt of the City's Notice, Contractor may
2749 provide a written request for a meeting with the City Manager or his/her designee, to
2750 present evidence that it is in fact in compliance, present evidence of extenuating
2751 circumstances, or otherwise discuss the Notice. If the Contractor requests a meeting
2752 with the City Manager, it shall have forty-five (45) days from the date of such meeting to
2753 correct the event of non-compliance, unless otherwise agreed to by the City Manager or
2754 his/her designee.

2755 23.05.2 Failure to Cure. If Contractor fails to correct, to the reasonable
2756 satisfaction of the City Manager or his/her designee, all deficiencies contained in the
2757 written Notice thereof within the specified time, or if it is not reasonably possible to
2758 correct such deficiencies within the specified time, and Contractor fails to commence to
2759 correct or remedy such deficiencies within the specified time and diligently effect such
2760 correction or remedy thereafter, then the City Manager may assess Administrative
2761 Charges of up to one-hundred dollars and no cents (\$100.00) per incident or event per
2762 day. In the event that the identified area of non-compliance is a past event that cannot
2763 be cured, any such similar future event identified by the City shall be subject to
2764 Administrative Charges of up to one hundred dollars and no cents (\$100.00) per incident
2765 or event per day, at the City Manager's discretion.

2766 **ARTICLE 24. Performance Bond**

2767 24.01 Performance Bond. Within ten (10) calendar days from the date the City
2768 Council approves this Contract, the Contractor shall furnish to the City, and keep current
2769 during the term of this Contract, a performance bond in a form as set forth in **Exhibit 5**
2770 which is included in and attached to this Contract, for the faithful performance of this
2771 Contract and all obligations arising hereunder in an amount of One Million Dollars
2772 (\$1,000,000)). Such amount shall be subject to the provisions of Section 24.01.1 below.

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2773 24.01.1 The performance bond shall be executed by a surety company
2774 licensed to do business in the State of California; having an "A-" or better rating by A.
2775 M. Best or Standard and Poor's; and included on the list of surety companies approved
2776 by the Treasurer of the United States. On January 1, 2019, and annually thereafter,
2777 Contractor may request in writing that the City allow the performance bond to be
2778 reduced. The City shall, at the sole option of the City, respond to the request in writing
2779 within forty-five (45) calendar days of receipt of the written request. Nothing in this
2780 Contract shall require that the City approve the request of the Contractor nor shall the
2781 City have any obligation to provide Contractor with its reasoning for approving or denying
2782 the request.

2783 24.02 Letter of Credit. As an alternative to the performance bond required by
2784 Section 24.01, at City's option, Contractor may deposit with City an irrevocable letter of
2785 credit in an amount as set forth in Section 24.01. If allowed, the letter of credit must be
2786 issued by an FDIC insured banking institution chartered to business in the state of
2787 California, in the City's name, be callable at the discretion of the City and be in a form
2788 acceptable to the City Attorney. Nothing in this Section shall, in any way, obligate the
2789 City to accept a letter of credit in lieu of the performance bond.

2790 **ARTICLE 25. Insurance**

2791 25.01 Insurance Policies. Contractor shall secure and maintain throughout the
2792 term of this Contract insurance against claims for injuries to persons or damages to
2793 property which may arise from or in connection with Contractor's performance of work
2794 or services under this Contract. Contractor's performance of work or services shall
2795 include performance by Contractor's employees, agents, representatives and
2796 subcontractors.

2797 25.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least
2798 this broad:

2799 25.01.1.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96)
2800 covering Comprehensive General Liability and Insurance Services Office Form No. GL
2801 0404 covering Broad Form Comprehensive General Liability; or Insurance Services
2802 Office Commercial General Liability coverage ("occurrence" form CG 0001), including X,
2803 C, U where applicable.

2804 25.01.1.2 Insurance Services Office Form No. CA 0001 (Ed. 10/13)
2805 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and
2806 endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9
2807 "non-owned autos".

2808 25.01.1.3 Workers' Compensation insurance as required by the
2809 California Labor Code and Employers Liability Insurance.

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2810 25.01.1.4 Pollution Liability Insurance.

2811 25.02 Minimum Limits of Insurance. Contractor shall maintain insurance limits no
2812 less than:

2813 25.02.1 Commercial General Liability: \$5,000,000 combined single limit
2814 per occurrence for bodily injury, personal injury and property damage. If Commercial
2815 General Liability insurance with a general aggregate limit is used, either the general
2816 aggregate limit shall apply separately to this Contract or the general aggregate limit shall
2817 be \$10,000,000.

2818 25.02.2 Automobile Liability: \$5,000,000 combined single limit per
2819 accident for bodily injury and property damage.

2820 25.02.3 Workers' Compensation and Employers Liability: Workers'
2821 Compensation limits as required by the California Labor Code and Employers Liability
2822 limits of \$3,000,000 per accident.

2823 25.02.4 Pollution Liability: \$10,000,000 per occurrence.

2824 25.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured
2825 retention must be declared to, and approved by, City. At the option of City, either; the
2826 insurer shall reduce or eliminate such deductibles or self-insured retention as respects
2827 City, its officers, employees, agents, contractors and volunteers; or Contractor shall
2828 procure a bond guaranteeing payment of losses and related investigations, claim
2829 administration and defense expenses in an amount specified by City's Risk Manager.

2830 25.04 Endorsements. The policies are to contain, or be endorsed to contain, the
2831 following provisions:

2832 25.04.1 General Liability and Automobile Liability Coverage.

2833 25.04.1.1 The endorsement must name the City, its officers,
2834 employees, agents, contractors and volunteers as additional insureds as respects:
2835 liability arising out of activities performed by, or on behalf of, Contractor; products and
2836 completed operations of Contractor; premises owned, leased or used by Contractor; and
2837 automobiles owned, leased, hired or borrowed by Contractor. The coverage shall
2838 contain no special limitations on the scope of protection afforded to City, its officers,
2839 employees, agents, contractors and volunteers.

2840 25.04.1.2 The endorsement must state that Contractor's insurance
2841 coverage shall be primary insurance as respects City, its officers, employees, agents,
2842 contractors and volunteers. Any insurance or self-insurance maintained by City, its
2843 officers, employees, agents or contractors shall be in excess of Contractor's insurance
2844 and shall not contribute with it.

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2845 25.04.1.3 Any failure to comply with reporting provisions of the
2846 policies shall not affect coverage provided to City, officers, employees, agents,
2847 contractors and volunteers.

2848 25.04.1.4 Coverage shall state that Contractor's insurance shall
2849 apply separately to each insured against whom claim is made or suit is brought, except
2850 with respect to the limits of the insurer's liability.

2851 25.04.1.5 The Automobile Liability policy shall be endorsed to
2852 delete the Pollution and/or the Asbestos exclusion, if applicable, and add the Motor
2853 Carrier Act endorsement (MCS-90) TL 1005, TL1007.

2854 25.04.2 All Coverage. Each insurance policy required by this Contract
2855 (other than workers' compensation) shall be endorsed to state that coverage shall not
2856 be canceled, or materially changed or reduced in limits except after thirty (30) calendar
2857 days prior written notice has been given to City.

2858 25.05 Acceptability of Insurers. Insurance is to be placed with insurers rate A-VIII
2859 (or higher) by A.M. Best.

2860 25.06 Verification of Coverage. Contractor shall furnish City with certificates of
2861 insurance and with original endorsements affecting coverage required by this Contract.
2862 The certificates and endorsement for each insurance policy are to be signed by a person
2863 authorized by that insurer to bind coverage on its behalf. Contractor shall furnish City
2864 with a new certificate of insurance and endorsements on each renewal of coverage or
2865 change of insurers.

2866 25.07 Proof of Insurance. Proof of insurance shall be mailed as set forth in Article
2867 43.

2868 25.08 Subcontractors. Contractor shall include all subcontractors as insureds
2869 under its policies or shall obtain separate certificates and endorsements for each
2870 subcontractor.

2871 25.09 Modification of Insurance Requirements. The insurance requirements
2872 provided in this Contract may be modified or waived by City, in writing, upon the request
2873 of Contractor if the City determines such modification or waiver is in the best interest of
2874 City considering all relevant factors, including exposure to City.

2875 25.10 Rights of Subrogation. All required insurance policies shall preclude any
2876 underwriter's rights of recovery or subrogation against City with the express intention of
2877 the parties being that the required insurance coverage protects both parties as the
2878 primary coverage for any and all losses covered by the above-described insurance.
2879 Contractor shall ensure that any companies issuing insurance to cover the requirements
2880 contained in this Contract agree that they shall have no recourse against City for
2881 payment or assessments in any form on any policy of insurance. The clauses 'Other

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2882 Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit'
2883 as it appears in any policy of insurance in which City is named as an additional insured
2884 shall not apply to City.

2885 **ARTICLE 26. Indemnification**

2886 26.01 Indemnification. Contractor shall indemnify and hold harmless City, City's
2887 contractors, and the public officials, officers, directors, employees, agents, volunteers
2888 and other contractors of each of them (collectively, "Idemnitees"), from and against any
2889 and all claims, costs, the cost of remediation and cost-recoveries pursuant to CERCLA,
2890 losses and damages (including but not limited to all fees and charges of engineers,
2891 architects, attorneys and other professionals as well as all Court or other dispute
2892 resolution costs), liabilities, expenditures or causes of action of any kind (including
2893 negligent, reckless, willful or intentional acts or omissions of the Contractor, any
2894 subcontractor, any supplier, any person or organization directly or indirectly employed
2895 by any of them to perform or furnish any services or anyone for whose acts any of them
2896 may be liable), arising from, relative to or caused by the performance of the services.
2897 This indemnity includes but is not limited to claims attributable to bodily injury, sickness,
2898 disease or death and to injury or destruction of tangible property. Contractor agrees, at
2899 Contractor's expense, after written notice from the City, to defend any action against the
2900 City that falls within the scope of this indemnity, or the City, at the City's option, may elect
2901 not to tender such defense and may elect instead to secure its own attorneys to defend
2902 any such action and the reasonable costs and expenses of such attorneys incurred in
2903 defending such action shall be payable by Contractor. Additionally, if Contractor, after
2904 receipt of written notice from the City, fails to make any payment due under this Contract
2905 to the City, Contractor shall pay any reasonable attorneys' fees or costs incurred by the
2906 City in securing any such payment from Contractor. Payment of any amount due
2907 pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor
2908 from the City that such amount is due, be made by Contractor prior to the City being
2909 required to pay same, or in the alternative, the City, at the City's option, may make
2910 payment of an amount so due and Contractor shall promptly reimburse the City for same,
2911 together with interest thereon at the rate of twelve percent (12%) per annum simple
2912 interest from the date of receipt by Contractor of written notice from the City that such
2913 payment is due.

2914 26.02 Hazardous Materials Indemnification. Contractor shall indemnify, defend
2915 with counsel selected by City, protect and hold harmless the City, City's contractors, and
2916 the public officials, officers, directors, employees, agents, volunteers and other
2917 contractors of each of them (collectively, "Idemnitees") from and against all claims,
2918 damages (including but not limited to special, consequential, natural resources and
2919 punitive damages), injuries, costs, (including without limit any and all response,
2920 remediation, removal, closure, and post-closure costs), losses, demands, debts, liens,

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liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (Collectively, "damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the acts of omission of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, response or removal action, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Materials and/or Household Hazardous Waste (Collectively, "Waste") at any places where Contractor Transfers, Transports, Processes, stores or Disposes of City Solid Waste, or other waste Collected under this contract, irrespective of whether the concentrations of any Waste are material, whether the concentrations exceed state or federal maximum contaminant or action levels, or whether any government agency has issued a clean-up order. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. Contractor at its own expense, agrees to defend, with counsel of the City's choosing, any claims for Damages asserted against City that would, in whole or in part, be covered by the indemnity obligations irrespective of whether such claims have merit. Contractor's obligation under this indemnification provision will survive any termination of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act. CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from liability. This provision is in addition to all other provisions in this contract and is intended to survive the end of the term of this contract. Nothing in this paragraph shall prevent the Contractor from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the Contractor, or the indemnitees. As appropriate, the parent company should provide the guarantees necessary to meet this provision.

26.03 Indemnification for Failure to Meet AB 939 Goals. Contractor agrees to protect and defend City with counsel selected by Contractor and approved by City, to pay all attorneys' fees, and to indemnify and hold City harmless from and against all fines or penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the City with respect to the Materials Collected by Contractor and if the lack in meeting such goals are attributable to the failure of the Contractor to implement

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2960 and operate the recycling or diversion programs or undertake the related activities
2961 required by this Contract.

2962 26.04 Consideration. It is specifically understood and agreed that the
2963 consideration inuring to the Contractor for the execution of this Contract consists of the
2964 promises, payments, covenants, rights and responsibilities contained in this Contract.

2965 26.05 Obligation. The execution of this Contract by the Contractor shall obligate
2966 the Contractor to comply with the foregoing indemnification provision; however, the
2967 collateral obligation of providing insurance must also be complied with as set forth in
2968 Article 25 above.

2969 26.06 Subcontractors. The Contractor shall require all subcontractors to enter into
2970 a contract containing the provisions set forth in the preceding subsection in which the
2971 subcontractor fully indemnifies the City in accordance with this Contract.

2972 26.07 Exception. Notwithstanding Sections 26. 01, 26. 02 and 26. 03,
2973 Contractor's obligation to indemnify, hold harmless and defend City, its officers and
2974 employees shall not extend to any loss, liability, penalty, damage, action or suit resulting
2975 from the sole negligence or willful misconduct of the City its officers or employees.

2976 26.08 Damage by Contractor. If Contractor's employees or subcontractors cause
2977 any injury, damage, or loss to City property, including but not limited to City streets or
2978 curbs, Contractor shall reimburse City for City's cost of repairing such injury, damage or
2979 loss. Such reimbursement is not in derogation of any right of City to be indemnified by
2980 Contractor for any such injury, damage, or loss. With the prior written approval of City,
2981 Contractor may repair the damage at Contractor's sole cost and expense.

2982 26.09 Hold for indemnification language on rate discount program for seniors and
2983 low income residents.

2984 **ARTICLE 27. Default of Contract**

2985 27.01 Termination. The City may not cancel this Contract, except as otherwise
2986 provided below in this section, by giving the Contractor thirty (30) calendar days advance
2987 written notice, to be served as provided in Article 43 and Contractor shall continue to
2988 provide service until such time as the City has in place a new service provider and they
2989 are ready to take over all of the services required in this contract, upon the happening
2990 of any one of the following events.

2991 27.01.1 The Contractor shall take the benefit of any present or future
2992 insolvency statute, or shall make a general assignment for the benefit of creditors, or file
2993 a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement
2994 for its reorganization or the readjustment of its indebtedness under the Federal
2995 bankruptcy laws or under any other law or statute of the United States or any state

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2996 thereof, or consent to the appointment of a receiver, trustee or liquidator of all or
2997 substantially all of its property; or

2998 27.01.2 By order or decree of a Court, the Contractor shall be adjudged
2999 bankrupt or an order shall be made approving a petition filed by any of its creditors or by
3000 any of the stockholders of the Contractor, seeking its reorganization or the readjustment
3001 of its indebtedness under the Federal bankruptcy laws or under any law or statute of the
3002 United States or of any state thereof, provided that if any such judgment or order is
3003 stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of
3004 default shall be and become null, void and of no effect; unless such stayed judgment or
3005 order is reinstated in which case, said default shall be deemed immediate; or

3006 By, or pursuant to, or under the authority of any legislative act, resolution
3007 or rule or any order or decree of any Court or governmental board, agency or officer
3008 having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all
3009 or substantially all of the property of the Contractor, and such possession or control shall
3010 continue in effect for a period of sixty (60) calendar days; or

3011 27.02 The Contractor has defaulted, by failing or refusing to pay in a timely manner
3012 the administrative charges or other monies due the City and said default is not cured
3013 within thirty (30) calendar days of receipt of written notice by City to do so; or

3014 27.02.1 The Contractor has defaulted by allowing any final judgment for the
3015 payment of money to stand against it unsatisfied and said default is not cured within
3016 thirty (30) calendar days of receipt of written notice by City to do so; or

3017 27.02.2 In the event that the monies due the City under Section 27.01.4
3018 above or an unsatisfied final judgment under Section 27.01.5 above is the subject of a
3019 judicial proceeding, the Contractor shall not be in default if the sum of money is bonded.
3020 All bonds shall be in the form acceptable to the City Attorney; or

3021 27.02.3 The Contractor has defaulted, by failing or refusing to perform or
3022 observe the terms, conditions or covenants in this Contract or any of the rules and
3023 regulations promulgated by the City pursuant thereto or has wrongfully failed or refused
3024 to comply with the instructions of the Contract Administrator relative thereto and said
3025 default is not cured within thirty (30) calendar days of receipt of written notice by the City
3026 to do so, or if by reason of the nature of such default, the same cannot be remedied
3027 within thirty (30) calendar days following receipt by the Contractor of written demand
3028 from the City to do so, the Contractor fails to commence the remedy of such default
3029 within said thirty (30) calendar days following such written notice or having so
3030 commenced shall fail thereafter to continue with diligence the curing thereof (with the
3031 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured
3032 within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said
3033 default, and such default will be cured within a reasonable period of time). However,

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3034 notwithstanding anything contained herein to the contrary, for the failure of the
3035 Contractor to provide Collection Services for a period of three (3) consecutive Work
3036 Days, the City may secure the Contractor's records on the fourth (4th) Work Day in order
3037 to provide interim Collection services until such time as the matter is resolved and the
3038 Contractor is again able to perform pursuant to this Contract; provided, however, if the
3039 Contractor is unable for any reason or cause to resume performance at the end of thirty
3040 (30) calendar days all liability of the City under this Contract to the Contractor shall cease
3041 and this Contract may be deemed terminated by the City.

3042 27.03 Violations. Notwithstanding the foregoing and as supplemental and
3043 additional means of termination of this Contract under this article, in the event that the
3044 Contractor's record of performance show that the Contractor has frequently, regularly or
3045 repetitively defaulted in the performance of any of the covenants and conditions required
3046 herein to be kept and performed by the Contractor, in the opinion of the City and
3047 regardless of whether the Contractor has corrected each individual condition of default,
3048 the Contractor shall be deemed a "habitual violator", shall be deemed to have waived
3049 the right to any further notice or grace period to correct, and all of said defaults shall be
3050 considered cumulative and collectively shall constitute a condition of irredeemable
3051 default. The City shall thereupon issue the Contractor a final warning citing the
3052 circumstances therefore, and any single default by the Contractor of whatever nature,
3053 subsequent to the occurrence of the last of said cumulative defaults, shall be grounds
3054 for immediate termination of the Contract. In the event of any such subsequent default,
3055 the City may terminate this Contract upon giving of written final notice to the Contractor,
3056 such cancellation to be effective upon the date specified in the City's written notice to
3057 the Contractor, and all contractual fees due hereunder plus any and all charges and
3058 interest shall be payable to said date, and the Contractor shall have no further rights
3059 hereunder. Immediately upon the specified date in such final notice the Contractor shall
3060 proceed to cease any further performance under this Contract.

3061 27.04 Effective Date. In the event of the aforesaid events specified above, and
3062 except as otherwise provided in said subsections, termination shall be effective upon
3063 the date specified in the City's written notice to the Contractor and upon said date this
3064 Contract shall be deemed immediately terminated and upon such termination all liability
3065 of the City under this Contract to the Contractor shall cease, and the City shall have the
3066 right to call the performance bond and shall be free to negotiate with other contractors
3067 for the operation of the herein specified services. The Contractor for failure to perform
3068 shall reimburse the City all direct and indirect costs of providing interim Collection
3069 Services.

3070 27.05 Immediate Termination. City may terminate this Contract immediately upon
3071 written notice to Contractor in the event Contractor fails to provide and maintain the
3072 performance bond as required by this Contract, Contractor fails to obtain or maintain

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3073 insurance policies endorsements as required by this Contract, Contractor fails to provide
3074 the proof of insurance as required by this Contract, or Contractor offers or gives any gift
3075 prohibited by City Municipal Code. In the event of Immediate Termination, Contractor
3076 shall continue to provide service until such time as the City has in place a new service
3077 provider and they are ready to take over all of the services required in this contract, upon
3078 the happening of any one of the following events

3079 27.06 Termination Cumulative. City's right to terminate this Contract is cumulative
3080 to any other rights and remedies provided by law or by this Contract.

3081 **ARTICLE 28. Modifications to the Contract**

3082 28.01 Modifications. The City shall have the power to make changes in this
3083 Contract as the result of changes in law, changes in the City of Rancho Cordova
3084 Municipal Code, or both, to impose new rules and regulations on the Contractor under
3085 this Contract relative to the scope and methods of providing Collection Services as shall
3086 from time-to-time be necessary and desirable for the public welfare. The City shall give
3087 the Contractor notice of any proposed change and an opportunity to be heard
3088 concerning those matters. The scope and method of providing Collection Services as
3089 referenced herein shall also be liberally construed to include, but is not limited to the
3090 manner, procedures, operations and obligations, financial or otherwise, of the
3091 Contractor.

3092 28.02 Change in Law. The City and the Contractor understand and agree that the
3093 California Legislature has the authority to make comprehensive changes in Solid Waste
3094 Management legislation and that these and other changes in law in the future which
3095 mandate certain actions or programs for counties or municipalities may require changes
3096 or modifications in some of the terms, conditions or obligations under this Contract. The
3097 Contractor agrees that the terms and provisions of the City of Rancho Cordova Code,
3098 as it now exists or as it may be amended in the future, shall apply to all of the provisions
3099 of this Contract and the Service Recipients of the Contractor located within the Service
3100 Area. In the event any future change in the City Code or change or enactment of existing
3101 or newly mandated State or local legislation, policy or regulations materially alters the
3102 obligations of the Contractor, then the affected service rates, as established in **Exhibit**
3103 **1** of this Contract shall be adjusted. Nothing contained in this Contract shall require any
3104 party to perform any act or function contrary to law. The City and Contractor agree to
3105 enter into good faith negotiations regarding modifications to this Contract which may be
3106 required in order to implement changes in the interest of the public welfare or due to
3107 change in law. When such modifications are made to this Contract, the City and the
3108 Contractor shall negotiate in good faith, a reasonable and appropriate compensation
3109 adjustment for any increase or decrease in the services or other obligations required of
3110 the Contractor due to any modification in the Contract under this article. The City and
3111 the Contractor shall not unreasonably withhold agreement to such compensation

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adjustment. Contractor acknowledges and agrees that the provision of this section does not apply to changes in governmental fees unless such change is enacted by an agency of the Federal government, or the State of California and the change applies to all disposal or processing facilities in the State of California, or such change is proposed and requested by the City. Except for those changes proposed and requested by the City, changes to governmental fees or new governmental fees enacted by a local government that apply only to the disposal or processing facilities within the jurisdiction of that local government are specifically excluded from this section of the Contract and the Collection Service rates set forth in the Contract shall not be adjusted to account for those fees.

28.03 Initiative and Technology Changes. City may direct Contractor or Contractor may propose to City to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which City may direct or Contractor may propose. Contractor shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

28.04 Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from City or in the event Contractor is proposing a service change, Contractor shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

28.04.1 Program objectives and goals to be used in measuring the success of the program as discussed in Section 28.07 below;

28.04.2 Collection methodology to be employed (equipment, manpower, etc.);

28.04.3 Equipment to be utilized (vehicle number, types, capacity, age, etc.);

28.04.4 Labor requirements (number of employees by classification);

28.04.5 Type of Carts or Bins to be utilized;

28.04.6 Provision for program publicity, education, and marketing; and

28.04.7 Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

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3149 28.05 Incremental Costs. In the event the change(s) in service results in an
3150 incremental cost increase over the life of the Contract, Contractor will be responsible for
3151 the first ten thousand dollars (\$10,000) of such increase in the aggregate. To the extent
3152 costs are projected to exceed ten thousand dollars (\$10,000), City and Contractor shall
3153 agree on the amount of additional costs to be reimbursed to Contractor prior to the
3154 initiation of the service change.

3155 28.06 Other Contractors. Contractor acknowledges and agrees that City may
3156 permit other contractors or companies besides Contractor to provide additional
3157 Collection Services and such other services not otherwise contemplated by this Contract
3158 if Contractor and City cannot agree on terms and conditions, including compensation
3159 adjustments, of such services in one hundred twenty (120) calendar days from the date
3160 when City first requests a proposal from Contractor to perform such services.

3161 28.07 Monitoring and Evaluation. At City's request, Contractor shall meet with City
3162 to describe the progress of each new program and other service issues. At each
3163 meeting, City and Contractor shall have the opportunity to discuss revisions to the
3164 program. If applicable, Contractor shall document the results of the new programs on a
3165 monthly basis, including at a minimum the tonnage diverted by material type, the end
3166 use or processor of the diverted materials and the cost per ton for transporting and
3167 processing each type of material and other such information requested by Contractor
3168 and/or City necessary to evaluate the performance of each program.

3169 28.08 Termination for Cause. City shall have the right to terminate a program or
3170 assign the program to a third party for cause at no cost to City or Service Recipients if
3171 Contractor is not achieving the programs agreed to and defined goals and objectives.
3172 Prior to such termination or assignment, City shall meet and confer with Contractor for
3173 a period of up to ninety (90) calendar days to resolve City's concerns. Thereafter, City
3174 may terminate the program or utilize a third party to perform these services if City
3175 reasonably believes Contractor cannot meet or is not meeting the agreed to and defined
3176 project goals and objectives. Notwithstanding these changes, Contractor shall continue
3177 the program during the ninety (90) day period and, in the event City elects to utilize a
3178 third party to continue the program, thereafter until the third party takes over the
3179 program.

3180 28.09 Termination without Cause. City shall also have the right to terminate a
3181 program without cause. As a condition of the termination, City shall reimburse Contractor
3182 for all costs incurred for implementation and performance of the program that were
3183 identified in the program proposal prepared and submitted by Contractor and agreed to
3184 by City which will have not been funded or otherwise recovered through program
3185 compensation at the time the program is terminated.

Residential Solid Waste Services and Street Sweeping Contract

3186 28.10 Rate Adjustment at Termination. In the event a program is terminated as set
3187 forth in Sections 28.08 or 28.09 above, Contractor shall adjust all Customer rates to
3188 remove the component of the rate used to fund the program. The rates shall be adjusted
3189 as of the Effective Date of the termination of the program.

3190 **ARTICLE 29. Legal Representation**

3191 29.01 Acknowledgement. It is acknowledged that each party was, or had the
3192 opportunity to be, represented by counsel in the preparation of and contributed equally
3193 to the terms and conditions of this Contract and, accordingly, the rule that a contract
3194 shall be interpreted strictly against the party preparing the same shall not apply herein
3195 due to the joint contributions of both parties.

3196 **ARTICLE 30. Financial Interest**

3197 30.01 Representation. Contractor warrants and represents that no elected official,
3198 officer, agent or employee of the City has a financial interest, directly or indirectly, in this
3199 Contract or the compensation to be paid under it and, further, that no City employee who
3200 acts in the City as a "purchasing agent" as defined in the appropriate Section of
3201 California Statutes, nor any elected or appointed officer of the City, nor any spouse or
3202 child of such purchasing agent, employee or elected or appointed officer, is a partner,
3203 officer, director or proprietor of the Contractor and, further, that no such City employee,
3204 purchasing agent, City elected or appointed officer, or the spouse or child of any of them,
3205 alone or in combination, has a material interest in the Contractor. Material interest means
3206 direct or indirect ownership of three percent (3%) or more of the total assets or capital
3207 stock of the Contractor.

3208 **ARTICLE 31. Contractor's Personnel**

3209 31.01 Personnel Requirements. The Contractor shall employ and assign qualified
3210 personnel to perform all services set forth herein. The Contractor shall be responsible
3211 for ensuring that its employees comply with all Applicable Laws and regulations and
3212 meet all federal, state and local requirements related to their employment and position.

3213 31.02 The City may request the transfer of any employee of the Contractor who
3214 materially violates any provision hereof, or who is wanton, negligent, or discourteous in
3215 the performance of his duties.

3216 31.03 Contractor's field operations personnel shall be required to wear a clean
3217 uniform shirt bearing the Contractor's name. Contractor's employees, who normally
3218 come into direct contact with the public, including drivers, shall bear some means of
3219 individual photographic identification such as a name tag or identification card.

Residential Solid Waste Services and Street Sweeping Contract

3220 31.04 Each driver of a Collection vehicle shall at all times carry a valid California
3221 driver's license and all other required licenses for the type of vehicle that is being
3222 operated.

3223 31.05 Each driver of a Collection vehicle shall at all times comply with all applicable
3224 state and federal laws, regulations and requirements.

3225 31.06 Contractor's employees, officers, and agents shall at no time be allowed to
3226 identify themselves or in any way represent themselves as being employees of the City.

3227 31.07 The Contractor's name and the Customer Service telephone number shall
3228 be properly displayed on all Collection vehicles.

3229 31.08 Displaced Employees. Contractor shall offer employment to all qualified
3230 displaced employees of the City's franchisee from the prior Exclusive Solid Waste
3231 Franchise Agreement. Contractors must retain these displaced employees for a period
3232 of not less than 90 days, as provided for in Chapter 4.6, Sections 1070 through 1076 of
3233 the California Labor Code. Contractor shall make information about wage rates, benefits
3234 and job classifications of employees available to the City prior to any subsequent
3235 procurement for solid waste collection.

3236 **ARTICLE 32.Exempt Waste**

3237 32.01 The Contractor shall not be required to Collect or dispose of Exempt Waste,
3238 but may offer such services. All such Collection and disposal of Exempt Waste is not
3239 regulated under this Contract, but if provided by the Contractor shall be in strict
3240 compliance with all federal, state and local laws and regulations. If Contractor decides,
3241 at its sole discretion, to offer such services, said services are outside the scope of this
3242 Contract and at the sole risk of the Contractor.

3243 **ARTICLE 33. Independent Contractor**

3244 33.01 In the performance of services pursuant to this Contract, Contractor shall be
3245 an independent contractor and not an officer, agent, servant or employee of City.
3246 Contractor shall have exclusive control of the details of the services and work performed
3247 and over all persons performing such services and work. Contractor shall be solely
3248 responsible for the acts and omissions of its officers, agents, employees, contractors
3249 and subcontractors, if any. Neither Contractor nor its officers, employees, agents,
3250 contractors or subcontractors shall obtain any right to retirement benefits, Workers
3251 Compensation benefits, or any other benefits which accrued to City employees and
3252 Contractor expressly waives any claim it may have or acquire to such benefits.

Residential Solid Waste Services and Street Sweeping Contract

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ARTICLE 34. Laws to Govern

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34.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of City and Contractor under this Contract and shall govern the interpretation of this Contract.

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ARTICLE 35. Consent to Jurisdiction

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

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ARTICLE 36. Assignment

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36.01 No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have sole discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Contract made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Contract and immediately terminate this Contract by giving written notice to the Contractor, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the City under this Contract to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor. Upon notification to the City, Contractor shall provide to the City a payment of \$150,000 for the city to perform its due diligence related to the requested Assignment.

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36.02 The use of a subcontractor to perform services under this Contract shall not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. Contractor shall be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor shall be the sole responsibility of Contractor. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in the Contractor's Proposal **Exhibit 6**, which is attached to and incorporated in this Contract, are hereby approved by the City.

Residential Solid Waste Services and Street Sweeping Contract**3289 ARTICLE 37. Compliance with Laws**

3290 37.01 In the performance of this Contract, Contractor shall comply with all
3291 Applicable Laws, regulations, ordinances and codes of the federal, state and local
3292 governments, including without limitation the Rancho Cordova Municipal Code.

3293 37.02 City shall provide written notice to Contractor of any planned amendment to
3294 the Rancho Cordova Municipal Code that would substantially affect the performance of
3295 Contractor's services pursuant to this Contract. Such notice shall be provided at least
3296 thirty (30) calendar days prior to the City Council's approval of such an amendment.

3297 ARTICLE 38. Permits and Licenses

3298 38.01 Contractor shall obtain, at its own expense, all permits and licenses required
3299 by law or ordinance and maintain same in full force and effect throughout the term of
3300 this Contract. Contractor shall provide proof of such permits, licenses or approvals and
3301 shall demonstrate compliance with the terms and conditions of such permits, licenses
3302 and approvals upon the request of the Contract Administrator.

3303 ARTICLE 39. Ownership of Written Materials

3304 39.01 All reports, documents, brochures, public education materials, and other
3305 written, printed, electronic or photographic materials developed by City or Contractor in
3306 connection with the services to be performed under this Contract, whether developed
3307 directly or indirectly by City or Contractor shall be and shall remain the property of City
3308 without limitation or restrictions on the use of such materials by City. Contractor shall not
3309 use such materials in connection with any project not connected with this Contract
3310 without the prior written consent of the Contract Administrator. This Article 39 does not
3311 apply to ideas or concepts described in such materials and do not apply to the format of
3312 such materials.

3313 ARTICLE 40. Waiver

3314 40.01 Waiver by City or Contractor of any breach for violation of any term covenant
3315 or condition of this Contract shall not be deemed to be a waiver of any other term,
3316 covenant or condition or any subsequent breach or violation of the same or of any other
3317 term, covenant or condition. The subsequent acceptance by City of any fee, tax, or any
3318 other monies which may become due from Contractor to City shall not be deemed to be
3319 a waiver by City of any breach for violation of any term, covenant or condition of this
3320 Contract.

Residential Solid Waste Services and Street Sweeping Contract

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ARTICLE 41. Prohibition Against Gifts

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

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ARTICLE 42. Point of Contact

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42.01 The day-to-day dealings between the Contractor and the City shall be between the Contractor and the Contract Administrator.

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ARTICLE 43. Notices

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

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As to the City:

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Contract Administrator
Albert Stricker
Public Works Director
2729 Prospect Park Drive
Rancho Cordova, California 95670
Telephone: (916) 851-8700
E-Mail: astricker@cityofranhocordova.org

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As to the Contractor:
Annah Rulon
Municipal Sales Manager
3326 Fitzgerald Road
Rancho Cordova, CA 95742
Telephone: (916) 475-4182
E-Mail: arulon@republicservices.com

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

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43.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint may be given to Contractor orally by telephone at Contractor's

Residential Solid Waste Services and Street Sweeping Contract

3357 local office with confirmation sent to Contractor through the Customer Service System
3358 by the end of the Work Day.

3359 **ARTICLE 44. Transition to Next Contractor**

3360 44.01 In the event Contractor is not awarded a Contract to continue to provide
3361 Collection Services following the expiration or early termination of this Contract,
3362 Contractor shall cooperate fully with City and any subsequent contractors to assure a
3363 smooth transition of services described in this Contract. Such cooperation shall include
3364 but not be limited to transfer of computer data, files and tapes; providing routing
3365 information, route maps, vehicle fleet information, and list of Service Recipients;
3366 providing a complete inventory of all carts and bins; providing adequate labor and
3367 equipment to complete performance of all Collection Services required under this
3368 Contract; taking all actions necessary to transfer ownership of carts and bins, as
3369 appropriate, to City; including transporting such containers to a location designated by
3370 the Contract Administrator; coordinating Collection of materials set out in new containers
3371 if new containers are provided for a subsequent Contract and providing other reports
3372 and data required by this Contract.

3373 **ARTICLE 45. Contractor's Records**

3374 45.01 Contractor shall maintain any and all letters, books of account, invoices,
3375 vouchers, canceled checks, and other records or documents evidencing or relating to
3376 charges for services or expenditures and disbursements charged to Service Recipients
3377 for a minimum period of three (3) years, or for any longer period required by law, from
3378 the date of final payment to Contractor pursuant to this Contract.

3379 45.02 Contractor shall maintain all documents and records which demonstrate
3380 performance under this Contract for a minimum period of three (3) years, or for any
3381 longer period required by law, from the date of termination or completion of this Contract.

3382 45.03 Any records or documents required to be maintained pursuant to this
3383 Contract shall be made available for inspection or audit, at any time during regular
3384 business hours, upon written request by the Contract Administrator, the City Attorney,
3385 City Auditor, City Manager, or a designated representative of any of these officers.
3386 Copies of such documents shall be provided to City for inspection at the City offices
3387 when it is practical to do so. Otherwise, unless an alternative site is mutually agreed
3388 upon, the records shall be available at Contractor's address indicated for receipt of
3389 notices in this Contract.

3390 45.04 Where City has reason to believe that such records or documents may be
3391 lost or discarded due to the dissolution, disbandment or termination of Contractor's
3392 business, City may, by written request or demand of any of the above named officers,
3393 require that custody of the records be given to City and that the records and documents

Residential Solid Waste Services and Street Sweeping Contract

3394 be maintained in City Hall. Access to such records and documents shall be granted to
3395 any party authorized by Contractor, Contractor's representatives, or Contractor's
3396 successor-in-interest.

3397 **ARTICLE 46. Entire Contract**

3398 46.01 This Contract and the Exhibits attached hereto constitute the entire Contract
3399 and understanding between the parties hereto, and it shall not be considered modified,
3400 altered, changed or amended in any respect unless in writing and signed by the parties
3401 hereto. Any prior oral or written discussions, communications, or understandings
3402 between the parties shall be of no legal effect unless specifically incorporated in this
3403 written Contract and/or the addendums thereto.

3404 **ARTICLE 47. Severability**

3405 47.01 If any provision of this Contract or the application of it to any person or
3406 situation shall to any extent be held invalid or unenforceable, the remainder of this
3407 Contract and the application of such provisions to persons or situations other than those
3408 as to which it shall have been held invalid or unenforceable, shall not be affected, shall
3409 continue in full force and effect, and shall be enforced to the fullest extent permitted by
3410 law.

3411 **ARTICLE 48. Right to Require Performance**

3412 48.01 The failure of the City at any time to require performance by the Contractor
3413 of any provision hereof shall in no way affect the right of the City thereafter to enforce
3414 same. Nor shall waiver by the City of any breach of any provision hereof be taken or
3415 held to be a waiver of any succeeding breach of such provision or as a waiver of any
3416 provision itself.

3417 **ARTICLE 49. All Prior Contracts Superseded**

3418 49.01 This document incorporates and includes all prior negotiations,
3419 correspondence, conversations, Contracts and understandings applicable to the matters
3420 contained in this Contract and the parties agree that there are no commitments,
3421 Contracts or understandings concerning the subject matter of this Contract that are not
3422 contained in this document. Accordingly, it is agreed that no deviation from the terms of
3423 this Contract shall be predicated upon any prior representations or Contracts, whether
3424 oral or written.

3425 **ARTICLE 50. Headings**

3426 50.01 Headings in this document are for convenience of reference only and are
3427 not to be considered in any interpretation of this Contract.

Residential Solid Waste Services and Street Sweeping Contract

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ARTICLE 51. Exhibits

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

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ARTICLE 52. Effective Date

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52.01 This Contract shall become effective at such time as it is properly executed by the City and the Contractor and the Contractor shall begin Collection Services, as covered herein, as of January 1, 2025.

Residential Solid Waste Services and Street Sweeping Contract

3437 IN WITNESS WHEREOF, the City and the Contractor have executed this Contract
3438 on the respective date(s) below each signature.

3439 **CITY OF RANCHO CORDOVA**

CONTRACTOR

3440 A Municipal Corporation

3441

3442 By: _____

By: _____

3443 Micah Runner, City Manager

Colin Wallace, General Manager

3444 City of Rancho Cordova

Republic Services

3445

3446 ATTEST: _____

3447 Stacy Leitner, City Clerk

3448 City of Rancho Cordova

3449

3450 APPROVED AS TO FORM

3451

3452 By: _____

3453 Adam Lindgren, City Attorney

3454 City of Rancho Cordova

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Exhibit 1

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City of Rancho Cordova, CA

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Monthly Base Service Rates

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DRAFT

BEST AND FINAL RATES WITH DISCOUNTS

City of Rancho Cordova - Proposal Rate Submittal Form K

Base Rates are using the current carts, Kiefer landfill and three Large Item Pick-ups

	7/1/2024 Rates - Republic	Best and Final Rates	Discount Rates for Seniors and Low Income	N/A	N/A
Desired Landfill		Forward	Forward		
32-gallon trash can*	\$28.95	\$ 31.96	\$ 25.57		
64-gallon trash can*	\$34.47	\$ 38.06	\$ 38.06		
96-gallon trash can*	\$45.91	\$ 50.69	\$ 50.69		
Street Sweeping	\$1.09	\$ 1.20	\$ 1.20		
Additional large item collection / yard (over 10 yards)	\$11.34	\$ 12.52	\$ 12.52		
Late set-out trash per cart (same day collection)	\$7.34	\$ 8.10	\$ 8.10		
Late set-out trash per cart (next day collection)	\$12.45	\$ 13.75	\$ 13.75		
Late set-out recycle per cart (same day collection)	\$6.68	\$ 7.38	\$ 7.38		
Late set out recycle per cart (next day collection)	\$10.38	\$ 11.46	\$ 11.46		
Late set-out green waste / cart (same day collection)	\$6.68	\$ 7.38	\$ 7.38		
Late set-out green waste / cart (next day collection)	\$11.80	\$ 13.03	\$ 13.03		
Extra 32-gallon trash cart	\$7.89	\$ 8.71	\$ 8.71		
Extra 64-gallon trash cart	\$11.08	\$ 12.23	\$ 12.23		
Extra 96-gallon trash cart	\$15.68	\$ 17.31	\$ 17.31		
Extra recycle cart	\$2.98	\$ 3.29	\$ 3.29		
Extra green waste cart	\$5.12	\$ 5.65	\$ 5.65		
Extra cart exchange	\$33.05	\$ 36.49	\$ 36.49		
Recycle contamination charge	\$23.34	\$ 25.77	\$ 25.77		
Green waste contamination charge	\$23.34	\$ 25.77	\$ 25.77		
32-gallon cart replacement with delivery	\$78.08	\$ 86.21	\$ 86.21		
64-gallon cart replacement with delivery	\$83.35	\$ 92.03	\$ 92.03		
96-gallon cart replacement with delivery	\$88.56	\$ 97.88	\$ 97.88		

* The monthly fees for residential waste collection and recycling services are dependent on the garbage can size. The monthly fees cover the following services: curbside collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public education and outreach; service and billing; the bulky item program and illegal dumping collection; and street sweeping

CITY DIRECT CHARGES		
Debris Collection Service above 2,000 yd ³ (Section 12.02.2)	\$ 75.00	Per Ton
Street Sweeping Other Associated Work (Section 17.23.1)	\$ 130.00	Per Vehicle per Hour
Emergency Services Hourly Rate (Section 19.01)	\$ 209.47	Per Vehicle per Hour

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Exhibit 2

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City of Rancho Cordova, CA

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Residential and Commercial Street Sweeping Maps

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Maps to be inserted

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DRAFT

Residential Solid Waste Services and Street Sweeping Contract

3471

Exhibit 3

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City of Rancho Cordova, CA

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City Service Units

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Address	Service	Container Size, Material & Frequency
2897 Kilgore Rd	FEL	2 4yd Garbage 2x per week 64-Gallon Organics 1x per week
2880 Gold Tailings Ct	FEL	1 4yd Garbage 2x per week 1 4yd Recyclables 1x every other week 64-Gallon Organics 1x per week
2880 Gold Tailings Ct	Debris box	Garbage on call
2729 Prospect Park Dr	FEL	1 5yd Garbage 2x per week 1 4yd Recyclables 2x per week 64-Gallon Organics 1x per week
3303 Luyung	FEL	1 4yd Garbage 1x per week 1 4yd Recyclables 1x per week
3303 Luyung	Debris box	Garbage on call
3303 Luyung	Debris box	Organics on call
Bear Hollow Reservoir	Debris box	Garbage on call
Folsom Blvd and Kilgore Folsom Blvd and Village Lane Folsom Blvd and Paseo West La Loma and Terra Loma White Rock at the pedestrian overcrossing 9719 and 9738 Lincoln Village Drive (pending)	Street cans (trash & recycling)	Varies daily to 1x per week per City direction

ITEM 20.1.**Residential Solid Waste Services and Street Sweeping Contract**

10417 Mills Tower Drive 2810 Zinfandel Drive Citrus Road and Coloma Road (pending) Croetto / Furmint Way (pending)		
10455 Investment Circle	FEL	1 4yd Garbage 1x per week 1 4yd Recyclables 1x per week 64-Gallon Organics 1x per week

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Residential Solid Waste Services and Street Sweeping Contract

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Exhibit 4

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City of Rancho Cordova, CA

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Cart Specifications

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Specifications and Performance Criteria for 32-, 64-, and 96-gal Gray, Blue and Green Carts

Volumetric Capacity	32-gal, 64-gal, and 96-gal, excluding volume resulting from a crowned lid in the closed position
Minimum Load Rating	32-gal: 100 lbs. 64-gal: 175 lbs. 96-gal: 250 lbs.
Compatibility	Compatible with commercially available fully automated lifting mechanisms that are or will be used in Rancho Cordova
Standards of Design	Designed such that wastes flow freely out of the cart when dumped by a fully automated lifting mechanism
Dimensions & Design	- Body of cart -- nestable for economic bulk transportation and to facilitate distribution to users - Maximum width of 31" including lid and wheels - Leak proof
Finish Surfaces	- Interior surface must be smooth with a semi- or high-gloss finish - Exterior surface must be suitable for hot stamping on lid and body - Exterior must be free of sharp edges and corners, protrusions, or other structures that could pose a nuisance or hazard to humans
Identification & Markings	- All Carts must comply with SB 1383 color and labeling requirements. - The lid must have a suitable area to affix an appropriate label for recycling education or other information - The following must be hot-stamped on the lid: - facing street arrow - The following must be hot-stamped on the cart body: - City's logo - serial number (sequentially numbered) - production batch number and date - maximum load weight rating - cart type, per clause 4. 2. 1f of ANSI Z245. 30-99
Color	- Garbage: Gray - Recycling: Blue - Green Waste: Green
Warranty	Minimum 10 years for all parts of cart; not prorated; any failure under warranty shall be replaced with a newly manufactured whole cart, which is defined to be the body of the cart, wheel, lid, handles, other ancillary features and fasteners
* Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Exhibit prior to the end of the useful life of those Containers, or prior to the end of the Contract Term, whichever comes first.	

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Residential Solid Waste Services and Street Sweeping Contract

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Exhibit 5

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PERFORMANCE BOND

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COLLECTION SERVICES

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FOR THE

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City OF RANCHO CORDOVA, CALIFORNIA

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3488

KNOW ALL MEN BY THESE PRESENTS: that

3489

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

3491

as Principal, hereinafter called Contractor, and, _____

3492

(Name of insurer)

3493

as Surety, hereinafter called Surety, are held firmly bound unto the City OF Rancho Cordova, CALIFORNIA as Obligee, hereinafter called the City, in the amount of _____ for the payment

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whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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3498

WHEREAS, Contractor has by written agreement dated _____, 202_, entered into a contract with the City for providing Collection Services and Street Sweeping Services, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and the Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. The Surety hereby specifically waives the provisions of Sections 2819 and 2845 of the California Civil Code.

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

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

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3517

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1. Complete the Contract in accordance with its terms and conditions.

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2. Obtain a bid or bids for completing the Contract in accordance with the terms and conditions, and upon determination by the Surety of the lowest

3520

Residential Solid Waste Services and Street Sweeping Contract

3521 and most responsible bidder, or if the City elects, upon determination by
3522 the City and the Surety jointly of the lowest and most responsible bidder,
3523 arrange for a contract between such bidder and the City, and make
3524 available as work progresses (even though there should be a default or a
3525 succession of default under the contract or contracts of completion
3526 arranged under this paragraph) sufficient funds to pay the cost of
3527 completion less the balance of the contract price; but not exceeding,
3528 including costs and damages for which the Surety may be liable hereunder,
3529 the amount set forth in the first paragraph hereof. The term "balance of the
3530 contract price," as used in this paragraph, shall mean the total amount
3531 payable by the City to Contractor under the Contract and any amendments
3532 thereto, less the amount properly paid by the City to Contractor.

3533 Any suit under this bond must be instituted before the expiration date of the Contract or if
3534 extended for an additional term by the City, the expiration of the extended term.

3535 No right of action shall accrue on this bond to or for the use of any person or corporation
3536 other than the City named herein or the executor, administrator or successors of the City
3537 of Rancho Cordova, California.

3538 Signed and sealed this ____ day of _____, 202__.

3539 _____
3540 (Principal) (Seal)

3541 _____

3542 (Witness)

3543 _____
3544 (Title)

3545 _____
3546 Surety (Seal)
3547 (Name of Insurer)

3548 _____
3549 (Witness)

3550 By:

3551 _____
3552 (Attorney-in-Fact)

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3554

Exhibit 6

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City of Rancho Cordova, CA
Contractor's Proposal

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DRAFT

EXHIBIT 6 ATTACHMENT 4
ORIGINAL PROPOSAL

September 14, 2023

City Clerk
City of Rancho Cordova
2729 Prospect Park Dr
Rancho Cordova, CA 95670

ranhocordovaswrfp@gmail.com

RE: Proposal for Residential Solid Waste Services and Street Sweeping Services

Allied Waste Services of North America, LLC, doing business as Republic Services of Sacramento (Republic Services), is pleased to submit a proposal to the City of Rancho Cordova (City) for residential solid waste and street sweeping services. We have thoroughly and thoughtfully reviewed the City's request for proposal, draft franchise agreement, all attachments, exhibits, addenda, and other documents related to the RFP. Additionally, we have conducted all necessary due diligence to review and confirm material facts upon which this proposal is based.

Republic Services is a national leader in providing environmental services and we are proud to be the City of Rancho Cordova's solid waste and recycling service provider. Our local office is a mere 2 miles from Rancho Cordova City Hall, and 0.4 miles from the Rancho Cordova City Corporation Yard. Our local presence is more than our Rancho Cordova office. We also operate the Elder Creek Transfer Station and North State Renewables, an organics processing facility. These two locations process much of the residential and commercial trash, recycling, food waste, yard waste, and mixed organics for the Greater Sacramento Area. As Rancho Cordova's long-term service provider, Republic Services offers exceptional service, competitive rates, and is a respected community partner. We are committed to your city and continuing to provide outstanding and seamless service.

Republic Services is a respected industry leader providing the strength and backing of a renowned national network. Republic Services handles more than 100 million tons of solid waste annually for nearly 14 million customers nationwide. We locally employ over 200 employees with decades of experience, diversified capabilities, and expertise serving clients of all sizes – including, proudly, the City of Elk Grove, the City of Citrus Heights, the Old Sacramento Historic District, the Folsom Cordova Unified School District, Cal Expo, the Sacramento Downtown Commons and Golden 1 Center, to name a few.

Our depth and breadth of experience positions us to assist and support the City in achieving compliance with all statewide recycling initiatives, including Senate Bill 1383.

We are known as an industry leader in recycling and organics education, outreach, and physical processing capabilities. Your local Republic Services team is consistently approached by other Republic Services business units for advice, assistance, and lessons learned, due to the Sacramento team consistently being the front runner in sustainable innovation and project implementation. Republic Services is invested in helping the City achieve the goals set by your Climate Action & Adaptation Plan, being formalized by your

city now. Your local Contract Manager, Route Supervisor, and General Manager were all personally instrumental to the Senate Bill 1383 contract amendment and program implementation here in Rancho Cordova. Nobody knows your city, your staff, your students, and your community members like Republic Services.

For purposes of this RFP process, the Republic Services point of contact is:

Annah Rulon
Municipal Sales Manager
3326 Fitzgerald Rd
Rancho Cordova, CA 95742

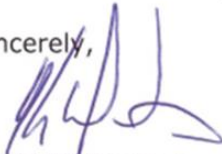
Cell: 916.475.4182
Fax: 916.669.6876
Email: arulon@republicservices.com

Republic Services affirms that the following are true:

- Allied Waste Services of North America, LLC dba Republic Services of Sacramento is a Limited Liability Company.
- The proposed subcontractor, SCA of CA, LLC is a Limited Liability Company.
- In the event a contract is awarded to Republic Services, Kevin Divincenzo will sign on behalf of Republic Services.
- Republic Services has examined, understands, and agrees to the Residential Solid Waste Services and Street Sweeping Contract.
- The requirements of the Draft Residential Solid Waste Services and Street Sweeping Contract as described in this RFP document, its enclosures, and all addenda (addendum 1 received on 7.24.23 and addendum 2 received on 8.2.23), have been thoroughly reviewed and Republic Services has conducted all due diligence necessary to confirm material facts upon which the proposal is based.
- If the City awards the contract to Republic Services, Republic Services shall reimburse the City for the cost of this procurement, in an amount of \$150,000.
- Republic Services will not receive any additional compensation that is not included in Republic Services' Rate Proposal Forms for providing Residential Solid Waste and Street Sweeping Services in the City.
- The validity of the proposal contents, including proposed Service Rates and pricing for a period of one hundred eighty (180) days.
- Republic Services will enter into the Residential Solid Waste Services and Street Sweeping Contract with the City if selected as the City's Collection Service provider.
- Disposal capacity for all Garbage that pertains to this Residential Solid Waste Services and Street Sweeping Contract.
- Recyclable Materials Processing capacity for all material that pertains to this Residential Solid Waste Services and Street Sweeping Contract.

- Organic Recyclable Material Processing capacity for all Organic Recyclable Material that pertains to this Residential Solid Waste Services and Street Sweeping Contract.
- No gratuities have been or will be offered or given by Proposer, or any agent or representative of the Proposer, to any officer or employee of the City or any participant in the selection of a Proposer to furnish the services described herein to secure a favorable treatment regarding the evaluation, scoring, and Residential Solid Waste Services and Street Sweeping Contract award process.
- Agreement to retain the employees of the prior Contractor and its subcontractors for a period of not less than ninety (90) days pursuant to section 1072(a) of the California Labor Code.

Sincerely,



Kevin Divincenzo

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Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

We Are Rancho Cordova

Republic Services of Sacramento has been the exclusive residential hauler to the City of Rancho Cordova since 2005, just two years after the City incorporated. No other service provider knows Rancho Cordova's customer needs and unique requirements like Republic Services. Our team drives the streets of your city, ensuring your residents' needs are being met. We engage in local volunteer efforts, and we maintain active relationships with key municipal staff, stakeholders, and the community at-large. Whenever possible, Republic Services partners with local Rancho Cordova vendors and companies to conduct our daily business operations.

Simply put, no other company understands the City of Rancho Cordova's needs of today

Republic Services is your low-risk, best value partner

- 20 employees live within Rancho Cordova limits.
- Over 18 years continuously serving Rancho Cordova
- Reliable – 99.9% pickup rate
- Safer – 35% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

and goals of tomorrow like Republic Services.

Qualifications

Republic Services is the most qualified and financially sound company to service the City of Rancho Cordova. After 18 years of increasing customer service to the city, we know how to maintain a sustainable operation, which we provide to the community daily.

Figure 1. Five core values guide us as we serve our customers every day.

Our Values

				
				
Safe	Committed to Serve	Environmentally Responsible	Driven	Human-Centered
We protect the livelihoods of our colleagues and communities.	We go above and beyond to exceed our customers' expectations.	We take action to improve our environment.	We deliver results in the right way.	We respect the dignity and unique potential of every person.

Preferred Option

While Republic Services has provided rates for each of the four (4) options we believe our most competitive option does not include Option 1. While we recognize that the City is attempting to reduce greenhouse gas (GHG) emissions in Option 1, through the use of a local landfill, Republic Services does not believe this is the best Option. While the City of Rancho Cordova and Sacramento County have negotiated fixed rates for year 1 and 2 of this agreement, it is unclear when and how much Sacramento County will choose to increase rates in years 3-10. Our proposed rates for Option 1 consider a healthy amount of risk. This risk does not exist in Options 2-4, as Forward Landfill, a Republic Services owned and operated landfill is considered in these options. To mitigate the GHGs emitted by taking trash to our desired landfill, we have proposed significant GHG reduction programs, including sending recyclables to a local Material Recovery Facility (MRF) and ensuring plastic recyclables stay domestic. While sending recyclables to a MRF in Sacramento County means Republic Services will not own or operate the MRF, we firmly believe there is significantly less risk associated with this plan than with taking trash to Kiefer Landfill.

For plastic, we propose to send items to our Polymer Center. Today, once a MRF sends recyclables to port, items are shipped all around the world. Keeping all plastics in the United States has the potential to drastically decrease overall emissions.

Each of these programs will vastly reduce the overall carbon footprint of this agreement, more than making up for the GHGs contributed by hauling trash to our desired landfill, Forward Landfill.

We encourage the City to approach the judging of proposals holistically, and seriously consider Options 2-4.

Proposal – Operations

Republic Services will run:

- Four (4) daily trash routes (MSW)

- Three+ (3.4) daily organic routes (yard waste, food waste, and food-soiled paper)
- Two (2) daily recycling routes (alternating week of 2 A and 2 B routes)
- One (1) daily bulky-item collection route

By July 1, 2026, Republic Services' core fleet will consist of the following newly purchased and deployed vehicles:

- Ten (10) automated side load collection vehicles
- One (1) rear load collection vehicle
- One (1) tractor

Material will flow according to:

- MSW**->Elder Creek Transfer Station
- Recycling**->Recycling Industries
- Organics**->Elder Creek Transfer Station
- Bulky Material->Sierra Waste

To ensure responsible disposal, processing, and diversion, Republic Services will oversee and manage as much of the waste cycle as possible. Additionally, Republic Services recognizes the City's wish to minimize their carbon footprint as much as possible. In response, Republic Services is proposing to use a local recyclable processing facility that is within Sacramento County, limiting vehicle travel time and distance of travel.

*Figure 2. **Driver Meals** were provided to Republic employees, purchased from Rancho Cordova restaurants during the COVID pandemic.*



Additionally, we are ready to discuss the option of incorporating electric vehicles (EVs)s into our plan.

Transition Plan

As the incumbent service provider with a longstanding history of dedicated service in Rancho Cordova and the existing infrastructure – personnel and systems, facilities, and rolling stock – Republic Services is best positioned to implement the City's fully updated scope of work.

For the cart compliance project chosen by the City, Republic Services plans to begin project execution following the holiday season, in mid-January 2025, to create less disruption. A cart labeling project would take 8 weeks (January 13 – March 7), while a cart replacement project would take 12 weeks (January 13 – April 4).

Best Value

Republic Services is so much more than a traditional hauler of MSW. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE technology platform for visibility into our dispatch and collection operations. This technology equips our logistic analysts, formerly known as dispatchers, with real-time routing information and enhanced data visualization tools.

Recycling is essential to our sustainability platform, and we continue to invest in the business operations for the long term. Most evident is our innovation and investment to develop the nation's first polymer centers, delivering the production of quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country.

Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed our customers' expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition.

Local Leadership with National Support

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have established longevity in Rancho Cordova. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

The local Sacramento team consists of employees working from three locations: the Rancho Cordova Hauling Division, the Elder Creek Transfer Station in Sacramento, and North State Renewables in Oroville. Together, these three sites work as one team, delivering solutions that include a comprehensive lifecycle for materials we service.

While our local business operation is fully empowered and accountable for delivering

on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to Rancho Cordova businesses and residents.

Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact, to landfills that generate renewable energy, we are Sustainability in Action™. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees, and differentiate Republic Services from our competitors. We are guardians of our environment and have a big responsibility to it. We lead by example, working diligently by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has a consistently low occurrence of incidents and accidents and

known for our strict focus on safety and corresponding best in industry, multi-faceted, and well-organized safety program. Republic Services' has a 35% lower than the average industry incident rate based on OSHA recordable data. Employees, the public, and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our active inclusion and diversity efforts work to ensure everyone can bring their best selves to work each day.

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030

*Figure 3. Republic Services supervisor is **Driven** to give back to the Rancho Cordova community.*



Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

You will see in this proposal that Rancho Cordova businesses, non-profits, and communities are integrated into the decisions we make.

During the start of the COVID- 19 pandemic, Republic Services supported struggling businesses in the Rancho Cordova area with large food orders at restaurants such as Pho Fresh, hand sanitizer orders from J.J. Pfister Distillery, and large food donations to non-profits running food drives.

Throughout the year, Republic Services continuously supports non-profit organizations with their events and outreach. Such community groups include the Cordova Community Council and the California Capital Airshow.

For Republic Services events, and internal celebrations, we continuously patronize local vendors, including our 2023 Safety banquet which was hosted at the Rancho Cordova Marriott off Sunrise.

Republic Services partners with Rebuilding Together to provide in-kind services throughout Rancho Cordova. Additionally, Republic Services hosts and attends volunteer events with Rebuilding Together, like the two-home renovation earlier this year.

Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve – they're producing renewable energy.

When organic waste breaks down in a landfill, the natural process creates biogas, which consists largely of methane. We capture this gas through collection systems, and, for many years, have utilized it to generate energy. Our legacy landfill gas-to-energy (LFGTE) projects produce electricity for the public utility grid.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy/bp to develop 40 landfill RNG projects across 19 states. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Once fully operational, these projects are expected to generate approximately 12.5 million MMBtu of RNG annually – equivalent to the average annual natural gas usage of nearly 200,000 residential customers in the U.S. We already are involved with 69 LFGTE projects around the country, and these additional deployments give us scale to make a significant climate impact directly from our operations.

*Figure 4. **Committed to Serve.** Republic Services staff partners with Rebuilding Together to renovate two Rancho Cordova homes in 2023.*



Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations. That's why we have made an industry-leading commitment to fleet electrification.

We are committed to bringing EVs to the City of Rancho Cordova during the term of this contract. While our proposal considers CNG trucks, we are eager to have further discussions with the City about what an EV fleet could look like, and what it could mean to the City.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles also offer a superior customer experience, with cleaner and quieter operations in neighborhood.

Our first electric trucks are powered by the public utility grid. Even in states with the highest grid carbon intensities, EVs have significant greenhouse gas benefits over diesel vehicles. Batteries and electric motors are incredibly efficient at converting energy to propulsion – and, combined with regenerative braking, our electric collection trucks are three to four times more fuel-efficient than a diesel truck.

As of today, we are operating EVs in Idaho, North Carolina, and California.

We expect the pace of our electric truck rollout to accelerate in future years, and plan to electrify a significant portion of our fleet by 2030.

Why Republic Services

Our reputation and years of service in Rancho Cordova speak for themselves when it comes to our qualifications, financial stability, and technical planning. What truly sets Republic Services apart from the competition is our rapidly growing sustainable initiatives and our commitment to your community. This proposal will

expand on the following ways that Republic Services is the clear environmental services partner for the City of Rancho Cordova today, as well as tomorrow:

- Locally owned and operated diversion and processing facilities
 We own and operate the only THOR organic pre-processing machine and one of the only anaerobic digesters in the region.
- Polymer Center
 This first-of-its-kind center is unlike any processing or MRF in the world. It will increase plastic circularity, keep all plastic domestic, and dramatically decreasing overall carbon footprint.
- School Outreach
 Republic Services has exclusive access to the schools in Rancho Cordova. Leveraging the relationships Republic Services has fostered in the community, we plan to expand school outreach in a way we have not in the past.
- Intentional Event Servicing
 Events have been a challenging aspect of SB 1383. Discussed later are ways we plan to increase proper separation at events.

Thank you for taking the time to read through our thoughtfully crafted proposal. We look forward to being the City of Rancho Cordova's environmental services provider for the next 10 years.

*Figure 5. Republic Services staff **mentors youth** at the 2023 California Capital Airshow STEM Fair.*



ITEM 20.1.



ATTACHMENT 4
Proposal for Residential Solid Waste
Services and Street Sweeping Services
Contract –City of Rancho Cordova

Bid/Proposal Bond

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Allied Waste Services of North America, LLC dba Republic Services of Sacramento

3326 Fitzgerald Rd, Rancho Cordova, CA 95742

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company

of 175 Berkeley Street, Boston, MA 02116, a corporation duly organized under

the laws of the State of MA, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Rancho Cordova as Obligee, hereinafter called the Obligee,

in the sum of Twenty Five Thousand Dollars and 00/100 Dollars

(\$ \$25,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Residential Solid Waste Services and Street Sweeping Services Contract

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of August, 2023

Allied Waste Services of North America, LLC dba Republic
Services of Sacramento

(Seal)

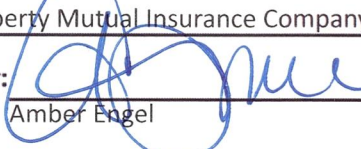
Principal

By: 

Kathleen M. Mitchell Attorney-in-Fact

Title

Liberty Mutual Insurance Company

By: 

Amber Engel

Attorney-in-Fact



ITEM 20.1.



ATTACHMENT 4
Proposal for Residential Solid Waste
Services and Street Sweeping Services
Contract –City of Rancho Cordova

Power Of Attorney



POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

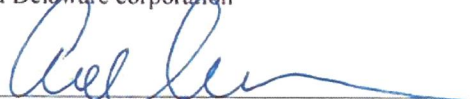
1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 24th day of May, 2023 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

REPUBLIC SERVICES, INC.,
a Delaware corporation


Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 24th day of May, 2023 by Kiara Gonzalez, Notary Public.

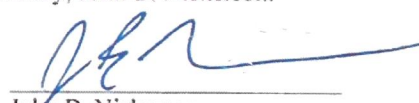



Notary Public

CERTIFICATE

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 25th day of August, 2023 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.


John B. Nickerson

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amber Engel of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Allied Waste Services of North America, LLC dba Republic Services of Sacramento

Obligee Name: City of Rancho Cordova

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kind of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of August, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of WashingtonCounty of KingOn August 25, 2023

Date

before me, John-Michael Henning Bennett III, Notary Public

Name and Title of Notary

personally appeared

Kathleen M. Mitchell

Name and or Names of Signer(s)

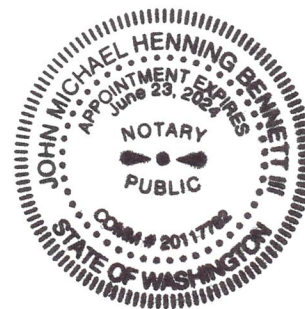
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____

Number of Pages: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
 Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
 Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of WashingtonCounty of KingOn August 25, 2023

Date

before me, John-Michael Henning Bennett III, Notary Public

Name and Title of Notary

personally appeared Amber Engel

Name and or Names of Signer(s)

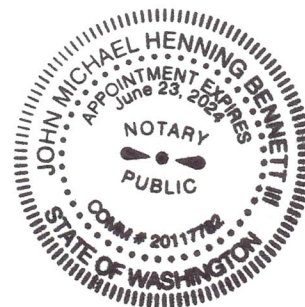
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]

Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
 Signer is representing _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
 Signer is representing _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

August 25, 2023

LETTER OF INTENT

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: Allied Waste Services of North America, LLC dba Republic Services of Sacramento
Residential Solid Waste Services and Street Sweeping Services Contract

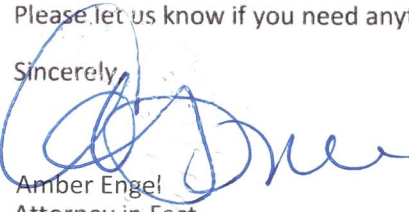
To Whom it May Concern:

We are writing to you at the request of Allied Waste Services of North America, LLC dba Republic Services of Sacramento.
This principal has or is about to submit a Bid proposal for Residential Solid Waste Services and Street Sweeping Services Contract

If a contract for this work is awarded to Allied Waste Services of North America, LLC dba Republic Services of Sacramento,
Liberty Mutual Insurance Company, a surety licensed to conduct business in the
State of CA, has agreed to act as surety to issue the required Performance Bond which is a
condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,


Amber Engel
Attorney in Fact
Liberty Mutual Insurance Company

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty
Mutual.**
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amber Engel of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Allied Waste Services of North America, LLC dba Republic Services of Sacramento

Obligee Name: City of Rancho Cordova

Surety Bond Number: Letter of Intent Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kind of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of August, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Bond No.: _____

Performance Bond

KNOW ALL BY THESE PRESENTS, That we _____, as Principal and _____, of _____, authorized to do business in the State of _____, as Surety, are held and firmly bound unto _____ as Oblige, in the maximum penal sum of _____ Dollars (_____), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige to perform in accordance with the terms and conditions of the _____ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Oblige recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall only arise after:
 - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Oblige's right, if any, to subsequently declare a Principal default;
 - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.

3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Attn: _____

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Principal
By: _____

Surety
By: _____
Attorney-in-Fact



Signed Copies of Addenda

ADDENDUM NO. 1

Residential Solid Waste Services and Street Sweeping Contract

Issued by City of Rancho Cordova, California

Specifications shall be revised by additions to, deletions from and changes as stated in this ADDENDUM, insofar as original specifications are in variance with this ADDENDUM, this ADDENDUM shall govern:

1. Companies in Attendance at Mandatory Pre-Proposal Conference

Notice is hereby given that the following companies were represented at the mandatory Pre-Proposal Conference held on July 13, 2023.

1. Atlas Disposal Services
2. FCC Environmental Services
3. Green Waste Recovery
4. Recology
5. Allied Waste/dba Republic Services
6. Waste Connections
7. Waste Management

2. Clarification of Contactor Cost for Performance Review

As stated in Section 14.02.1 of the Franchise Agreement (and referred to in Section 18. Billing Audit, Financial Audit, and Performance Review of the RFP):

The Contractor shall pay to the City a total of Sixty-Five Thousand Dollars (\$65,000) for each Performance and Financial Review that is conducted during the terms of the Contract and any extensions.

3. Franchise Agreement Section 27.01 Correction

The first line of Franchise Agreement Section 27.01 Termination was missing the word "not". The corrected language is provided below.

27. Default of Contract

27.01 Termination. The City may **not** cancel this Contract, except as otherwise provided below in this section, by giving the Contractor thirty (30) calendar days advance written notice, to be served as provided in Article 43 and Contractor shall continue to provide service until such time as the City has in place a new service provider and they are ready to take over all of the services required in this contract, upon the happening of any one of the following events.

4. Interactive pdf of Proposal Forms Provided

An interactive pdf of the forms is provided as **Attachment 1** to this addendum.

5. Change in Proposal Due Date Received to Date

The due date for proposals will be extended by three (3) weeks. Proposals are due to the City no later than Friday, September 15, 2023, at 4:00 pm PDT.

6. Copy of Existing Franchise Agreement

A copy of the City's existing franchise agreement is provided as **Attachment 2** to this addendum.

Attachments:

Attachment 1 - Interactive pdf version of the Proposal Forms

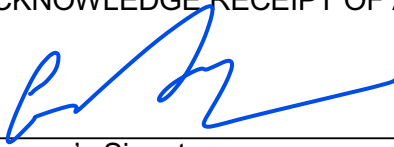
Attachment 2 - Copy of the existing Franchise Agreement

This ADDENDUM will be incorporated in and become part of the RFP.

This ADDENDUM NO. 1 must be signed and attached to your proposal. If delivered separately from your proposal, it must be received by the time and date of the RFP due date.

Dated: 7/25, 2023

I ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1



Proposer's Signature

Allied Waste Services of North America LLC, dba Republic
Services of Sacramento
Company

ADDENDUM 2

Question #	Question Category	Answer
Carts		
1	RFP Section C.2.1 (page 19) Bundled Service – States that recycling carts are to be 96 gallons. However, Section C.2.3 Recycling Collection Service on the same page states that they are to be 64 gallons. Which is correct?	The Draft Franchise Agreement will be amended to require that the Contractor make available (i.e., contractor is not required to advertise additional container sizes) 32-, 64, and 96 gallon cart options for all three commodities (solid waste, recycling and organic waste) upon request. The default size for Recycling and Organics Carts is 96-gallons.
2	The default recycling container size is listed at 64 gallons in some locations and 96 gallons in another. Which is the desired base size for the recycling container?	
3	While organics cart sizes explicitly list all 3 sizes as an option, recycle cart sizes do not. Is it the intent of the city to only offer 1 recycle cart size to residents.	
4	Residential Collection Services Bundled Services & Recycling Collection Service Pg.19 The RFP states, "The City wishes to retain a weekly Solid Waste Collection Service system using one (1) 32-Gallon, 64-Gallon or 96-gallon Garbage Cart, one (1) 96-Gallon Blue Recycling Cart, and one (1) Green 96-Gallon Organic Recyclable Material Cart as part of the base Residential Solid Waste Collection Service" AND " The City wishes to retain a bi-weekly, automated Recycling Collection Service program, using 96-Gallon Recycling Carts." Please clarify if the City requires 64- or 96-gallon carts for recyclables.	
5	RFP Section C.13 (page 25) Service Rates – "The City wishes to provide incentives for residents to actively participate in Recycling and Organic Recyclable Material programs while not being required to over-subscribe for services. Service Rates will be based on the Garbage container capacity and/or the number of carts." Does this imply that the customer can have free services up to the same amount as trash?	As provided for in Section 10.06.3 (Additional Blue or Green Container) of the Draft Franchise Agreement, upon request Contractor shall provide one (1) additional Blue or Green Container to any Residential Service Unit at no additional charge That additional container requirement applies to a 96-gallon container, unless a smaller size is requested, regardless of the size of the refuse container.
6	Section C: 6.2 of the RFP states, 'The City anticipates that during the term of the proposed Residential Solid Waste Services and Street Sweeping Contract, some Carts will need to be repaired and/or replaced with new Carts.' Can the City provide information on the current cart inventory in use listing type/size/quantity/ages of the carts?	Refer to Table 2 of the RFP for available information on cart inventory.
8	Additionally, can the City provide a record of the annual cart purchases for the past 5 years related to the contract?	The City does not have that information.
9	Section 5.1 – Can the City please clarify what the extent of cart exchanging and cleaning entails on the part of the Contractor?	Please refer to applicable sections of the Draft Franchise Agreement related to cart/container exchanges including Sections 10.06.2, 10.06.3, 10.06.4, 10.06.6, and 11.01.7. Similarly, cleaning requirements are also listed in the Draft Franchise Agreement including Sections 11.01.9 and 15.08.
10	Can the City please provide the brand(s) of carts that are currently utilized in the City in order to maintain uniformity?	All new carts are manufactured by Rehrig.
Proposed Rates		
11	RFP Section C.19 (page 26) Recycling and Compost Revenues – Most current processors charge a processing fee. Revenue generated from commodity sales alone is sometimes not enough to cover processing. Can a processing cost also be added to the service rates?	All Costs, including processing costs should be built into the Contractor's proposed rates. Those rates shall be adjusted annually as provided in the Draft Franchise Agreement.
School Outreach Program		
12	Draft Agreement Section 18.01.1, lines 2391-2396 – Should the School Outreach Program be part of this franchise agreement since schools in Rancho Cordova contract separately for service or are part of the commercial open-market system?	The City has initially opted to take the \$100K annual payment from the Contractor. As such, there is no requirement on the Contractor to currently provide a School Outreach Program or recycling coordinator. The City reserves the right in the future to require the Contractor to provide a recycling coordinator and School Outreach Program, rather than pay the \$100K annually to the City.
13	In Section 18 and 18.1, would the City be willing to add that the Contractor's obligation to provide school outreach is "(subject to the Districts'/schools' consent)"? Schools may prefer different outreach.	
14	18.01.1 – Can the City please provide examples of the school outreach program that has been used currently?	
Public Education and Outreach Program Budget		
15	Draft Agreement Section 18.01.1, lines 2381-2384 – "Contractor's Contract Year budget for its Public Education and Outreach Program, including only the four (4) annual campaigns and three (3) annual compost workshops, shall be at least [Insert proposed amount from Contractor's Proposal] during calendar year 2025." Since there isn't a line item or requirement in the RFP to provide a draft Education and Outreach Plan budget, how should proposers submit this information?	As described in Section 2.4 of Section D of the RFP, Proposers should include as part of their Public Education Plan, an annual itemized budget. This can be done in the narrative or in a chart in that section of the submittal. There is no additional form required.
Proposal Due Date		
16	Due Date Extension Request – Due to the significant size, scope, and importance of this work, WM respectfully requests a three-week extension to the current August 25, 2023, due date, extending it to Friday, September 15, 2023, to allow proposers sufficient time to explore all service options to provide the City with a proposal that meets your goal to "provide the community with the appropriate level of service, of the highest quality, and at the best price."	As described in Addendum 1, the Proposal due date will be extended three (3) weeks until September 15th.
17	Would the City be willing to extend the RFP due date by one month (to September 22)? In most municipal collection RFPs, we typically see a three-month window to prepare responses; the current two-month window makes it difficult for a new contractor to adequately prepare a proposal, and benefits the incumbent who already knows the operation. In addition, the current timeline only gives a few weeks to prepare proposals after questions are answered; the responses to questions could materially change proposals, and we would appreciate more time to fully prepare a proposal	

ADDENDUM 2

Question #	Question Category	Answer
18	Section A: 6.3 of the RFP states 'The City reserves the right to extend the time allotted for the proposal.'	
19	Given the extensive nature of the RFP, and in order to best provide the most comprehensive response possible, would the City be open to an extension of 4 weeks on the proposal due date? Currently the proposal due date is 8/25/23, if granted, this date would be changed to 9/22/23.	
20	Given the extensive amount of data and size of the project, will the City consider an extension of two weeks to the submittal in order for a vendor to supply a much more competitive and cost-effective bid?	
Proposal Content		
20	Can proposers use DocuSign, or are original ink signatures required?	Proposers may use a digital signature for their electronic proposals. The ONE print ready hard copy delivered to the City Clerk should have a wet, ink signature.
21	In regard to the written proposal, are we responding taking only Base Option into consideration (no cart deployment, 3 bulky, Kiefer Landfill)?	The proposal should include all of the requested information as described in Section C of the RFP which should include detailed information on its proposed/desired disposal facility. You do not also have to provide similar background information on the Kiefer Landfill unless it is your desired landfill. However, proposed rates shall include Kiefer as well as any other desired disposal facility.
Contractor's Office		
22	Would the City consider removing the requirement to have an in-city customer service center, and instead allow contractors to route calls to a nearby existing regional call center (within 50 miles), using a customer service rep dedicated to Rancho Cordova? We would also set up an in-person payment location in Rancho Cordova. This would provide the same level of customer service to residents, but help reduce costs.	Contractors will not be required to maintain an office in the City of Rancho Cordova. Contractors Proposal should however, clearly note (1) if they have a local office (Sacramento County) and the address of that office, and (2) the location of its customer service center that will receive calls from the City's residents. 3) whether or not there will be customer service representatives assigned exclusively to Rancho Cordova, or if the customer service representatives will be simultaneously fielding calls from other jurisdictions.
23	15.02 Collection Vehicles Pg. 55 16.01 Contractor's Office Pg.58 8. Section 15.02 of the DFA states "Contractor shall register all new Collection Vehicles under this Agreement to its address within the City, and shall report all purchases of Collection Vehicles under this Agreement as attributable to the City for sales tax purposes." Section 16.01 of the DFA states "The Contractor shall maintain an office where complaints can be received and which provides toll-free telephone access for Service Recipients living in the City of Rancho Cordova" Based off language in section 15.02, contractor must provide an address within Rancho Cordova to register vehicles, this is conflicting with language in section 16.01 that does not require the contractor office be located in Rancho Cordova. Please clarify if the contractor is required to possess an office within the service area.	Contractors will not be required to maintain an office in the City of Rancho Cordova. Contractors that do have an office in Rancho Cordova shall register vehicles at that address.
Street Sweeping		
24	How many curb-miles are covered for street sweeping services?	Please refer to Street Sweeping Monthly Reports (Attachment 1)
25	How many tons of street sweeping debris is collected each month? Please provide monthly tonnage for the last three years, if possible.	Please refer to the tonnage data provided in the Street Sweeping Monthly Reports (Attachment 1)
26	We understand the commercial street sweeping driver is required to work overnight (10 PM to 6 AM). Would the City be willing to switch this to a daytime schedule?	As provided for in Section 2.6 of Section D of the RFP, Proposers may take exception to the Draft Franchise Agreement language for the City's consideration. Commercial sweeping is required at night to avoid traffic conflicts and safely sweep commercial corridors.
27	Section A: 1.4 of the RFP states 'Recent Street Sweeping Monthly Reports' can be found on the City website. We were unable to locate these on the City website. Can the City provide a link for the location of these reports?	Recent Monthly Street Sweeping Reports are provided as Attachment 1 to this Addendum
28	Can the City please confirm how many sweeping routes are currently run on a daily basis within the City?	As shown in Exhibit 2, there are nine (9) Residential Street Sweeping Zones. Attachment 1 to this addendum includes Monthly Street Sweeping Reports for a recent 12 month period that provides additional information.
Collection Vehicles		
29	Section 15.02 of the Agreement says that vehicles must be new as of "July 1, 2026," does the City mean Jan. 1, 2025?	No – July 1, 2026 is the correct date to allow the Contractor sufficient time to procure new vehicles.
30	Is the current hauler operating using CNG or RNG fueled trucks? If not, what percentage of their current fleet is fueled by CNG or RNG?	All of the current contractor's collection vehicles are CNG (Section 13.01.3, pg. 43 of the current agreement).
31	The RFP states "Collection vehicles shall utilize a low carbon ("alternative") fuel, which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by the City."	As provided for in Section 2.6 of Section D of the RFP, Proposers may take exception to the Draft Franchise Agreement language for the City's consideration.
32	Will the City permit proposers to utilize R99 renewable diesel (4.08 kg CO2/gallon)?	
32	15.02 – Can the City please confirm that the 10-year-old vehicle age restriction would only apply to the initial term of the contract?	No. The 10-year vehicle age restriction would apply to any extensions unless otherwise negotiated at that time.

ADDENDUM 2

Question #	Question Category	Answer
Displaced Employees		
33	Page 25, Item 11.1 on displaced employees notes that "Proposers shall include a declaration of intent in the cover letter of their proposal, indicating their agreement to retain the employees of the City's prior Contractor and its subcontractors for a period of not less than ninety (90) days." Can the City change this to the following? These changes are important, since we cannot control a subcontractor's employees, nor can we hire employees who are not qualified to work under state or federal law, or do not meet our hiring requirements such as background checks and drug tests: <i>"Proposers shall include a declaration of intent in the cover letter of their proposal, indicating their agreement to retain the employees of the City's prior Contractor and its subcontractors for a period of not less than ninety (90) days, assuming such employees meet the proposer's hiring requirements."</i>	No. The City is not open to this change. California Labor Code Section 1075 applies to both contractor and subcontractor employees, but identifies circumstances for which a successor contractor or subcontractor shall not be required to retain an employee of a contractor or subcontractor. The City will make the following change: "Proposers shall include a declaration of intent in the cover letter of their proposal, indicating their agreement to retain the employees of the City's prior Contractor and its subcontractors for a period of not less than ninety (90) days <u>subject to the circumstances noted in CA Labor Code 1075.</u>"
34	Is the guarantee to hire/retain previous bidder's employees a requirement for the incumbent hauler?	Yes
35	Follow up, if we are the current provider, will Section 31.08 of the draft agreement regarding displaced employees be deleted should we move forward into negotiations?	As provided for in Section 2.6 of Section D of the RFP, Proposers may take exception to the Draft Franchise Agreement language for the City's consideration.
36	Can the City provide the current employee wages?	The City does not have that information.
Current Collection Rates		
37	Attachment 1 to the RFP references rates effective 7/1/2024. Are these the actual rates to be effective on that date?	Yes – Those rates were negotiated as part of the Amended and Restated Agreement.
38	Section A: 1.4 of the RFP states the 'current customer rate sheets' can be found on the City website. The website lists rates 'Effective July 1, 2022.' Are there updated 2023 rates the City can provide?	The rates that will be effective on 7/1/2024 are shown in Section F, Form K on the last page of the RFP. Exhibit 1 of the current franchise agreement (Attachment to Addendum 1) lists negotiated rates effective 7/1/22, 23 and 24.
39	Section F: Attachment 1: City of Rancho Cordova Proposal Rate Submittal Form K on page 61 of the RFP, lists '7/1/2024 Rates Republic.' Can the City describe how these rates were determined from the current 2023 rates?	Those rates were negotiated as part of the negotiation of the 2022 Amended and Restated Collection Service and Street Sweeping Contract.
40	Section 13 – Can the City please provide the % of CPI that has been granted to the incumbent in 2021 and 2022?	The prior agreement had a 2% floor and 3% cap on annual rate adjustments. Rates effective 7/1/20 were based on 3% increase. Rates effective 7/1/21 were based on a 2% increase. Rates effective 7/1/22 were negotiated and shown in Exhibit 1 of the current agreement provided as an Attachment to Addendum 1.
Existing Franchise Agreement		
41	Section A: 1.4 of the RFP states 'The current agreement between the City of Rancho Cordova and Republic Service' can be found on the City website. We were unable to locate this on the City website. Can the City provide a link for the location of this contract?	The current agreement has been provided as an Attachment to Addendum 1.
Projected City Residential Growth		
42	Section B: 2. Geography and Demographics of the RFP states, "The City has plans for significant future residential and commercial growth in the southern portions of the City." Can the City provide more information on plans for this growth, anticipated population increases (for example a projected number using the past 10 years as reference), and any future plans for annexations?	The City averaged 436 building permits issued annually between fiscal years 2015/16 and 2022/23. During this period the high was 654 permits issued in 2020/21 and the low was 232 permits in 2017/18.
Portable Toilets		
43	Section B: 4.4 of the RFP refers to currently provided waste/recycling collection and processing and portable toilet rental services for up to 10 city-sponsored or supported events per year.	Portable Toilets are currently provided at 3 annual Events: 1) July 4th festival (2 day event at Hagan Park). 78 porta-potties, including 8 ADA compliant stations, 23 hand washing stations, 2 holding tanks. 2) IFest (May) and 3) Christmas Tree Lighting (December) at Village Green Park. 4 porta-potties, including 1 ADA compliant station, 2 hand washing stations. Any and all other available historical information is provided in the Annual Reports provided on the City's website.
44	Can the City provide a 5-year recent history of the services provided by year and event, including volumes of wastes collected by type, waste collection services provided, and type/quantity/services provided relating to portable toilets?	
45	RFP Section 4.4 – Can the City provide the number of portable toilets that were provided for each City-sponsored or supported event in 2021 and 2022?	
Clean up Events		
45	Section B: 4.4 of the RFP refers to currently provided 'Four (4) City sponsored Clean up events not to exceed 1,200 cubic yards annually.' Can the City provide a 5-year recent history of the services provided by year and event, including types of services and volumes of waste collected by type?	The City does not have that information.
46	Additionally, is HHW collection a part of these events, and who is responsible for the collection and disposal of these materials?	HHW collection is not required as part of those events. Franchise Agreement language will be revised accordingly.
47	RFP Section 4.4 – Can the City please clarify how the 1,200 yards for clean-up events is currently serviced? Is this by appointment with roll off containers / grapple trucks? Or is this collected with the current collection routes?	The City has implemented a variety of clean-up events in specific neighborhoods. They typically occur on Saturday mornings with debris box, claw and rear-loader, and flatbed trucks.
Collection Routes		
48	Can the City provide us with information on the quantity of routes (by material type/line of business) that are currently being run each day?	The City does not have that information. Proposers should propose the number of routes they believe are necessary to provide safe and effective service.
49	Can the City please provide the number of routes used for each line of business currently?	

ADDENDUM 2

Question #	Question Category	Answer
Recovered Material Residual Rates		
50	Regarding the diversion numbers provided in Section B, page 15 of the RFP, at the bottom of the table it references an asterisk applied to two rows of the table: "estimation based on SWA's facility average from the past quarter." The rows containing these asterisks include: •Mixed Organic Waste Collected / Residual % - estimation* / 1% •Bulky Item Material Collected / Residual % - estimation* / 20.1% a.Can we be provided with a detailed copy of the SWA facility information used to achieve these residual percentages? With this information, is there data available specific to waste collected in Rancho Cordova? b.Regarding the Mixed Organic Waste Collected estimated residual of 1%, how was this percentage achieved using data from the 3 facilities listed that accept organics? (Bowles Farming, Van Vleck, Yolo County Central Landfill.) c.The Bulky Item Material Collected estimated residual of 20.1% appears low for typical bulky waste. This level of residual is typically more appropriate for a C&D MRF processing new construction and demolition debris. Is there data available specific to bulky waste collected in Rancho Cordova, or bulky waste in general received at these facilities (Zanker and Sierra Waste)? How was this percentage achieved using data from these 2 facilities? d.Can the City provide a recent waste characterization report that also contains contamination levels observed on Rancho Cordova specific materials being collected in this scope of work? - That information is not available	Estimates are from Newby Island and Sierra Waste. SWA Certified C&D Processing Facility residual rates can be found at https://wmr.saccounty.gov/Pages/CDDebrisSortingFacilities.aspx. No other information is available That information is not available
Subcontractors		
51	For Section A: 12. Subcontractors, does the City request transition-related or minor vendor information, or only major subcontractors proposed for the ongoing services?	All proposed transition subcontractors are to be identified, as well as any providing ongoing services.
Kitchen Food Waste Pails		
52	Section C: 2.6 references providing Kitchen Food Waste Pails. Can the City provide information on how many pails have been provided so far?	The City does not have that information. However, the current contractor delivered Kitchen Food Waste Pails to all residential accounts in June and July, 2022 to comply with SB 1383. The new contractor will be responsible for delivering pails to new accounts and upon request to existing accounts in case they are lost, damaged, etc..
54	Section 2.6 – Can the City please provide the number of Kitchen Food Waste Pails that were handed out in 2021 and 2022?	
53	Section 2.6 – Can the City please the brand of Kitchen Food Waste Pails currently utilized so as to maintain uniformity throughout the City?	The City does not have that information. Proposers are free to use any brand that meets the associated requirements.
Liquidated Damages		
55	Can the City provide a recent 5-year history of liquidated damages assessed to the current hauler by date, reason, and amount assessed?	No liquidated damages have been assessed within the past 3 years and limited if any were assessed prior to that.
56	Section 6.2 – Can the City please provide the annual amount of liquidated damages assessed in 2021 and 2022?	None
Franchise Agreement Exceptions		
57	Section F: FORM I: NOTICE TO PROPOSERS REGARDING CONTRACTUAL REQUIREMENTS states, 'Questions and requests for modification of these terms must be approved prior to bid closing and are at the full discretion of the City.' Can any terms of the contract (for example, exceptions provided to the draft contract) be negotiated with the City after bid submittal?	As provided for in Section 2.6 of Section D of the RFP, Proposers may take exception to the Draft Franchise Agreement language for the City's consideration. Only those terms that the Proposer specifically identifies in its proposal shall be open for negotiation, however, as noted in the Section 2.6 of Section D of the RFP, the City has no obligation to accept any proposed service alternative or agreement exception.
58	Section A: 7.2 of RFP, and Exhibit 5 of the Draft Franchise Agreement both speak to the Performance Bond Requirements. Can the City clarify they will accept a performance bond that is annually renewable?	
59	Would City consider deleting or at least reducing the payment for an assignment pursuant to Section 36? \$150k is quite high.	
60	Would City consider modifying Section 26.02 to exclude from liability any third-party disposal sites that are not owned or operated by Contractor?	
RFP		
59	Section F: Attachment 1: City of Rancho Cordova Proposal Rate Submittal Form K on page 61 of the RFP, provides a table at the bottom of the page: 'CITY DIRECT CHARGES' with a row: 'Debris Collection Service above 2,000 yd3' and requests a fee 'Per Ton.' a.Would the City consider an alternative way to be billed for this additional service? For example, bulky items are routinely collected using a 'per item' fee, or a 'trip fee' with a maximum of XX items collected before an additional 'per item' fee is charged. b.The current table referenced in our question does not allow space 'Per Ton' for an alternate landfill. If the City maintains the 'Per Ton' element here, should respondents provide a separate Attachment K form with this information, or make notation below this table with that pricing option?	No - The City does not wish to change how this fee is billed, Please see Section 12.02 of the Draft Franchise Agreement. Debris Collection Service is not Bulky Item Collection. Either alternative is fine.

ADDENDUM 2

Question #	Question Category	Answer
City Fees		
61	Section C: 15.1 Annual Fees, of the RFP states, 'The proposer shall also pay the City an annual vehicle impact fee of \$450,000 due annually on April 1st.' The Draft Franchise Agreement: 4.03 Annual Payment for City Services, states: Contractor shall fund additional services in the amount of four hundred fifty thousand dollars (\$450,000) per year. That amount shall be paid to the City on or before April 1 of each Contract Year. These funds may be designated for the following services, or such other services as City may determine: Litter Cleanup Program; Residential Solid Waste Services and Street Sweeping Contract; Street Maintenance; Household Hazardous Waste Removal and Recycling Program. The amount of expenditure for each program listed above, or additional programs not listed, is completely at the discretion of the City.' As a point of clarification, are Section C: 15.1 Annual Fees of the RFP, and 4.03 in the Draft Franchise Agreement referring to the same fee?	Please disregard the \$50,000 Administrative Fee. It does not apply and is not listed in the Draft Franchise Agreement.
Home Compost Bins		
62	In regard to the composting workshops and up to 500 compost bins a year, do all 500 have to be given out at 3 composting workshops, or can workshops include less people, and other bins be given out in other ways? Yes Would advertising for the bins, and having them available upon request for customers to pick up count, or is it the intent to have compost bins be delivered by the hauler?	The Franchise Agreement will be revised to require the Contractor to provide up to 100 compost bins annually, with those bins to be only distributed at the three annual compost workshops.
63	Additional Services Pg.19 For the Compost bins, would the City require or recommend the bins to be specific sizes or made of a specific material?	
64	Section 2.6 – Can the City please the brand of Home Compost Bins currently utilized so as to maintain uniformity throughout the City?	
65	Section 2.6 – Can the City please provide the number of Home Compost Bins that were handed out in 2021 and 2022?	
Transition Plan		
66	Is a transition plan required for Bidder who is the incumbent hauler?	Yes, specific to the option to provide new carts and any other service changes.
Diversion Plan and Education and Outreach Plan		
67	In regard to Diversion Plan and Education and Outreach Plan, should proposer respond assuming hauler has full-time coordinator, and the City has not opted to take \$100,000 in place of a full-time coordinator?	Proposers should assume that the City will require an annual payment of \$100,000 in lieu of a full-time coordinator. Please note that this does not relieve the Contractor of all required public education and outreach responsibilities specified in the Draft Franchise Agreement.
Franchise Agreement Language		
68	Section 17.1 of the RFP describes potential changes to fees. Please elaborate on when this would occur and if Contractor has a role in discussing the changes.	The Draft Franchise Agreement will be amended to provide the City with the exclusive right to change existing fees or to add new fees provided that rates shall be adjusted to reflect the impact for any such additional fees.
Proposal Forms		
69	Form 1 states that any changes to the insurance provisions must be negotiated prior to the bid submission. Please explain the process on how to negotiate changes to the insurance provisions.	As provided for in Section 2.6 of Section D of the RFP, Proposers may take exception to the Draft Franchise Agreement language for the City's consideration. If a proposal is accepted and the Proposer has requested changes to the insurance provisions, those will be considered at that time by the City's Risk Manager.
Delinquent Accounts		
70	Customer Service and Billing Pg.25 Currently, how many customers or percentage of customers are delinquent and on the Tax Rolls for collection?	As of May 30, 2023 there was \$488,968 in Residential Refuse Delinquencies. Delinquencies have averaged about ~5% of billings historically.
71	Section 12.3 – Can the City clarify how the Contractor would be compensated for any delinquent or non-payment from residents?	Delinquent accounts will be addressed through the property tax levy process per section 6.06 of the Draft Franchise Agreement, with delinquent charges added to the County's property tax bill. The City will not be responsible for any delinquent charges not recovered through the property tax levy process. The City does not allow termination of service for delinquent payment.
Rate Adjustment Mechanism		
72	5.03 CPI Adjustment Calculation Pg. 25 5.03.1 Annual Rate Cap on Maximum Service Rates. Pg.26 Throughout the agreement, does the City intend to reference the Water and Sewer and Trash Collection Services CPI referred to in section 5.03 or the CPI-U, which is only referenced in 5.03.1?	The intent is to use the Water and Sewer Trash index, which is defined as the "Consumer Price Index". All references to CPI-U will be changed to CPI.
73	Draft Agreement: Section 5.03.1 – Can the City clarify that in the event a CPI percentage is over cap of 5%, would the roll over percentage be applied to the next year in addition to the 5% cap?	As stated in that section "In any Rate Year that the calculation of the CPI-U exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and the rollover amount will be added to the rate adjustment percentage in the following year, or any subsequent year." As an example, If the calculated CPI is 7%, the rate adjustment for that year would be capped at 5%. The rollover amount of 2% would be added to the calculated rate adjustment for the following year with the total again not to exceed 5%. If the calculated rate adjustment for the following year is 4% that would be increased to the 5% cap, with the remaining 1% carried over to the subsequent year.
74	The City has negotiated a reduced tip fee of \$58.55 per ton effective January 1, 2025 and \$60.35 on January 1, 2026 at the neighboring Kiefer landfill which shall be included as a base option for each proposer. Proposers may also include separate Service Rates utilizing the landfill they propose to use during the Contract. Can the City please confirm that the rates will be able to be adjusted if there is any increase in the tipping fees?	Rates are adjusted annually based on the change in the CPI – Water Sewer Trash index as described in Section 5.03 of the Draft Franchise Agreement. That methodology does not provide for any separate adjustment due to changes in tip fees or processing expenses. In the event that the tip fee at Kiefer Landfill increases at an amount significantly more than the cumulative CPI, the Contractor may submit for an Extraordinary Rate Adjustment as described in the Franchise Agreement.

ADDENDUM 2

Question #	Question Category	Answer
City Event Services		
75	11.07 City Event Services Pg. 51 The DFA states "Contractor shall provide Garbage Collection and disposal services, Recyclable Material Collection and processing services, Organic Recyclable Material Collection and processing services, and portable toilets at up to ten (10) City-sponsored or supported events as requested by City." Please clarify if the frequency ten (10) City-sponsored or supported events is annually.	The up to ten (10) City-sponsored events is an annual requirement. Section 11.07 will be revised to say that the ten City-sponsored events are annually. "Contractor shall provide Garbage Collection and disposal services, Recyclable Material Collection and processing services, Organic Recyclable Material Collection and processing services, and portable toilets at up to ten (10) City-sponsored or supported events <u>annually</u> , as requested by City."
Household Hazardous Waste Event		
76	18.03 Annual Collection Service Notice Pg.69 The DFA states "The notice shall contain at a minimum: definitions of the materials to be Collected, procedures for setting out the materials, maps of the Service Area indicating the days when Residential Garbage Collection Service, Large Item Collection Service, Residential Used Oil Collection Service, Residential Recycling Collection Service, Organic Recyclable Material Collection Service, Sharps Collection Service, and HHW Collection Event will be provided, and the Contractor customer service phone number." We understand the contractor is to provide curbside collection of household batteries and used motor oil and filters with the Recycling Collection Service. The City refers to HHW Event. Please clarify if event is referring to curbside collection service. There is no other reference to HHW Event in the RFP, if the City requires service on such an event, please provide frequency of service needed and scope of HHW Event.	That reference should be HHW Collection " Facility " not Event. The City does not require the Contractor to provide a HHW Collection Event, but does require that the Contractor advertise any third party facility(s) where the City's residents can drop off their HHW.
Service Supervisor		
77	23.02 Service Supervisor Pg.77 The DFA states "The supervisor shall be physically located in the Service Area and available to the Contract Administrator through the use of telecommunication equipment at all times that Contractor is providing Collection Services in the Service Area." Does the City intend to say the service supervisor's principal office must be located in the Service Area or that the service supervisor must be physically present in the Service Area while collections are being performed and the office may be located anywhere?	As stated above, the Contractor will not be required to maintain an office in the City, however, the Service Supervisor must be physically present in the Service Area during collection operations. It is the City's expectation that the City's assigned Service Supervisor will be dedicated to franchised operations and actively managing collection operations, addressing service recipient issues, and otherwise be present in the Service Area to oversee franchised collection operations on a daily basis while collections are being performed. While the City understands that some amount of office/administrative time is required, it is the expectation that the Service Supervisor will spend most of his or her time in the Service Area overseeing franchised operations.
Bulky Item Collection		
78	RFP Section 4.1 – Can the City confirm how many bulk appointments were scheduled in 2022? How many yards did those appointments compose of?	Please refer to Bulky Item data contained in Annual Reports under Section 3, Customer Service and Section 4 Diversion Report.
Recycling/Diversion Program Participation		
79	RFP Section 4.1 – Can the City confirm the number of households participated in the collections of batteries each month	Battery Bags and Batteries Diverted – Tons are listed in the 2020, 2021 and 2022 Annual Reports by following the link on the City's website. That is the extent of available information.
80	RFP Section 4.1 – Can the City confirm the number of households participated in the collections of oil and oil filters each month?	Please refer to Used Oil (gallons) and Oil Filters listed in the 2020, 2021 and 2022 Annual Reports by following the link on the City's website. That is the extent of available information.
81	RFP Section 4.1 – Can the City confirm the number of households participated in the collections of sharps each month?	Please refer to Sharps Container Pickups and Sharps Stops for Pickups listed in the 2020, 2021 and 2022 Annual Reports by following the link on the City's website. That is the extent of available information.
Community Events		
82	RFP Section 4.4 – Can the City provide the number of events that occurred in 2021 and 2022?	Please refer to Community Events under Section 1 of the Annual Reports by following the link on the City's website
Illegal Dumping		
83	RFP Section 4.4 – Can the City please clarify how the 2,000 yards of illegal dumping is currently serviced? Is this by appointment with roll off containers / grapple trucks? Or is this collected with the current collection routes?	A claw and rear-loader are currently used for junk and debris collection, and a flatbed truck or pickup for appliances.
Curbside Recycling Program		
84	Proposed Services: Overview of Base Services – Can the City please confirm that recycling collection is collected with 1 cart and not source separated at the curb requiring a split-body truck?	Recycling service is fully commingled in one (1) cart. Split-body service is not required.
85	Section 2.6 Curbside Used Oil and Batteries– The section states that "The Proposer shall provide curbside collection of household batteries and used motor oil and filters with the Recycling Collection" Can the City please clarify that these services would need to be separate routes and not combined with the recycling?	It is up to the Contractor as to how to provide those services, whether as part of the recycling routes or with separate routes.
86	10.08.1 – Can the City confirm that the Contractor is responsible to service the additional cardboard set out next to the recycling cart?	Yes - Contractor is responsible to collect additional cardboard set out next to the recycling cart (Section 10.08.1 Overages. Corrugated Cardboard that will not fit inside the Blue Container may be placed beside the Blue Container for Collection.)
87	10.09.1 – Can the City please provide the current facility that Christmas trees are brought to?	The Annual Reports provide an accounting of Green Waste tons and facilities used. The City does not have any additional information specific to Christmas Trees.
88	10.11 – Can the City confirm if leaf collection is seasonal for only a portion of the year? Or if the service is year-round? If so, can the City please provide the months in which collection is provided?	Leaf Collection Service is year-round. Per "Section 10.11 Leaf Collection Service. Contractor shall provide Leaf Collection Service at the normal Organic Recyclable Material collection pick-up date and time..."
Backyard Service		
89	Section 2.6 – Can the City please provide the number of residents that currently qualify for the backyard / off-street collection?	There are currently 150 residential accounts that qualify for backyard/off-street collection.
Disposal Costs/Processing Fees		
90	Operation Plan, Item D – Can the City confirm that the Hauler is responsible for all disposal / processing fees of material?	Yes – The Hauler is responsible for all disposal / processing fees.
91	Can the City please provide disposal tickets by truck and by day for 2021 and 2022?	That information is not available. Please refer to Annual Reports by following the link on the City's website for tonnage information by month.
Servicing of New Parcels		
91	Section 8.03 Annexation – Would the City be willing to change the wording so that the timeframe to start the newly added parcels would depend on the number of parcels that are joining the City? Depending on the size, a Contractor may need to add vehicles and personnel to provide adequate service.	No – New parcels need to be provided service weekly just like any other account regardless of how many parcels are added or when.

ADDENDUM 2

Question #	Question Category	Answer
Spill Clean-up		
92	Section 9.05.3 – Can the City please define the phrase "clean up" as it pertains to spills? Often times a Contractor is able to respond quickly and absorb any of the loose oil within the described timeframe. However, stains often take multiple treatments and could not reasonably be performed in the described time frame	Please provide acceptable definition for the City's consideration As provided for in Section 2.6 of Section D of the RFP, Proposers may take exception to the Draft Franchise Agreement language for the City's consideration.
Exclusive Services		
93	Current Residential Solid Waste Handling Services. Republic Services currently provides residential solid waste management services to the City through a Residential Collection Services and Street Sweeping Contract that will expire on December 31, 2024. No other haulers are licensed to provide any Residential Solid Waste Services within the City. Can the City please clarify that this means this will be an exclusive contract? Will the contracted hauler need a specific license before the start of the contract?	Residential services are exclusive to the City's franchised hauler. There is no specific license that the City requires.

City Website Link = <https://www.cityofranchocordova.org/departments/request-for-proposals-and-bids>
Click on "Residential Solid Waste and Street Sweeping Contract Request for Proposals (RFP)"
To Access Relevant Information = Click on the CIPList.com link at the bottom of that website page for more information.

8.2.23 Annah Rulon Republic Services
Date Received by: Company

Attachment 1 - Monthly Street Sweeping Reports

Qualifications

Our operations are run locally, by seasoned industry veterans who live in your community, and are backed by the experience and strength of their area and corporate leadership teams.

Republic Services' structure allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. Local leadership is knowledgeable of local collection and post-collection processing activities. However, all areas are supported by the extensive resource recovery, technical expertise, infrastructure and financial strength of a large, nationwide company with a corporate headquarters.

Republic Services' in-house training, personnel advancement, recruitment programs and workforce development are some of the most comprehensive in the industry. This enables Republic Services to attract and retain the most highly qualified, dedicated and experienced professionals in the business today.

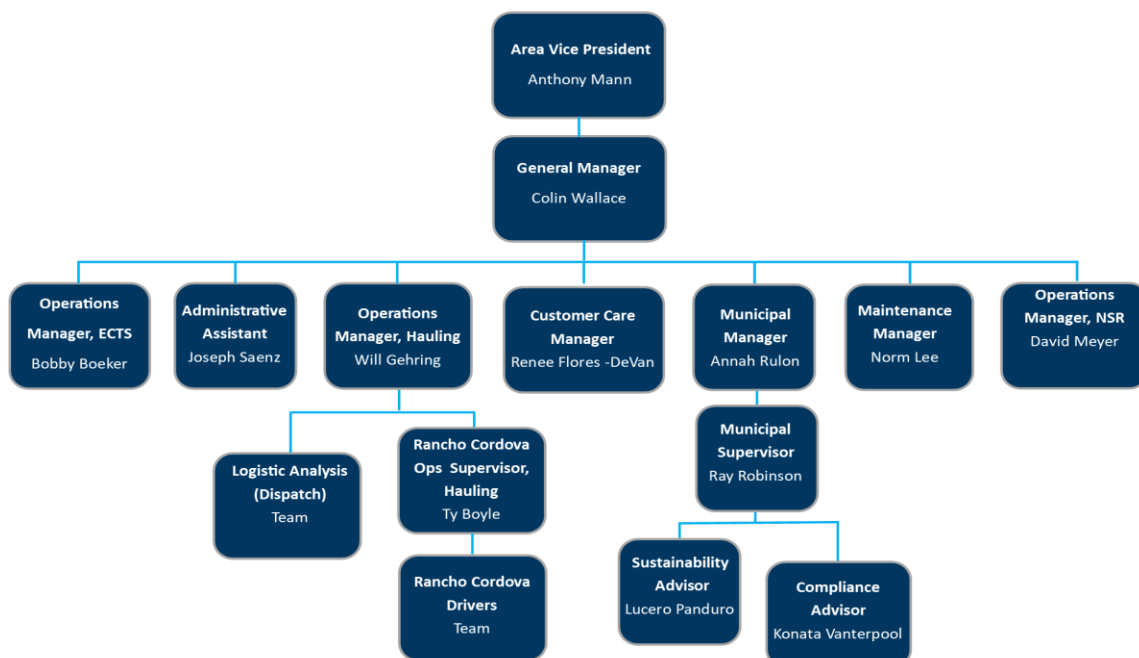
Your local business unit has decades of industry experience

- We provide jobs to more than 40,000 people nationwide, including over 200 who live and/or work in the your local community
- The local General Manager and his business unit are fully empowered to serve your needs
- Every business unit is completely supported by area and corporate staff

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the Rancho Cordova. Our local and area management teams' unique combination of operating and managing solid waste companies, recycling expertise and innovative management systems will ensure quality service for the duration of the contract. This allows us to quickly respond and meet your needs all while staying in touch with your local businesses and residents. This local touch is crucial in helping you navigate through local changes that will ultimately help you achieve targets related to your Climate Action & Adaptation

Local Leadership

*Figure 6. **Organizational Flowchart.** There is a large team of experts delivering results for the City of Rancho Cordova.*



Plan, specifically as they relate to ground transportation and solid waste.

Area Leadership

We believe our strong area management team allows us to effectively drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets. Because we retain experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service.

Key Personnel and Staff Bios and Responsibilities

Your local team exclusively serves 4 municipalities in your area. Specifically, the two Key Staff Persons called out in this RFP, include Annah Rulon (Collection Service Manager) and Tyrone Boyle (Service Supervisor). Resumes for both Ms. Rulon and Mr. Boyle are found in Appendix 1.



Kevin Divincenzo, Area President

Kevin Divincenzo has over 13 years of experience in the solid waste industry, all with Republic

Services, and oversees the strategic and operational direction for the West Area, including Northern California and Las Vegas, Nevada. He is responsible for managing over 3,000 employees in the 45 solid waste divisions which include 9 landfills, 14 transfer stations, 3 recycling centers, 3 composting facilities, 1 anaerobic digestion plant, 1 sustainability pig farm, and 1 railyard. His area generates 1.5 billion in

annual revenue with a focus on strategic integrated growth.

Chris Seney, Director of Organics Operations

Chris Seney brings 21 years of organics leadership experience to his role at Republic Services. Prior to joining Republic Services in 2018, Chris was an owner of Nursery Products which permitted, constructed, and operated one of the largest organics' facilities in California. In his current position as the Director of Organics Operations, Chris supports all of Republic Services organics facilities, monitors organics regulation, and leads development of organic infrastructure across the country. With California leading the nation in mandatory organics recycling, Chris spends much of his time here. Chris was pivotal in helping secure organics processing capacity in Northern California amendments and extensions related to SB 1383. He also assisted the Sacramento business unit is acquiring North State Renewables in 2023.



*Figure 7. **Your Local Team.** Our team located in Rancho Cordova and Sacramento is ready to continue service to your city today.*





Colin Wallace, General Manager

Colin Wallace has been with Republic Services since 2014 and is responsible for leading the business unit in Sacramento. Responsibilities include managing 210+

employees, 4 municipal contracts, 1 transfer station, and 1 anaerobic digester. He comes to Republic Services with a wealth of management skills including contract management, P&L management, risk management, customer relations and satisfaction, sales, and marketing management. He was instrumental in amending dozens of contracts throughout California for the implementation of comprehensive SB 1383 programs.



Annah Rulon, Municipal Sales Manager

Annah Rulon has over 7 years' experience in the solid waste industry. She is responsible for earning and maintaining contracts with our

municipal partners in Sacramento County. Additional responsibilities include marketing, public education, project development, public speaking, governmental relations and negotiations. Additionally, Ms. Rulon has a background in material and earth science and sustainability, which helps her implement residential and commercial SB 1383 programs in the Sacramento region. Her strong passion for sustainability has gained her nationwide recognition in the form of a "Recycling Superstar" award in 2017, being featured in the 2022 Republic Services Educational SB 1383 video series, and being recognized in the Republic Services 2023 Sustainability Report.

Will Gehring, Operations Manager

Will Gehring has 8 years of experience in municipal daily operations with Republic Services, and an additional 13 with logistics and

warehousing. He manages the daily operations for the Rancho Cordova hauling division and ensures maximum productivity and route management systems for commercial, roll-off and residential routes and establishes productivity improvement goals where needed.

Responsibilities include the development of supervisory goals and objectives, management of labor hours, and disposal expenses. He directly manages the budget for the operations department, which includes approval of purchase orders and vendor pricing. He also interacts with customers and local, state, and federal government employees to resolve customer service concerns and ensure regulatory compliance standards are met.



Tyrone "Ty" Boyle, Operations Supervisor

Tyrone Boyle has been the operations supervisor for Rancho Cordova for over 3 years. He is responsible for district route maps, route restructuring and supervision of employees providing waste collection and disposal.

He is responsible for developing work schedules to match staffing levels, initiating work assignments and monitoring progress to improve work efficiencies. He was instrumental in coordinating SB 1383 implementation.





Norm Lee, Maintenance Manager

Norm Lee has been in the solid waste industry for over 37 years. He is responsible for overseeing all aspects of our fleet maintenance program. Mr. Lee

ensures that all repair and maintenance work is performed in a safe, efficient and timely manner, reallocating resources among sites as appropriate. He oversees coordination, planning and scheduling of all repair work to increase productivity, while effectively managing the department's overtime.



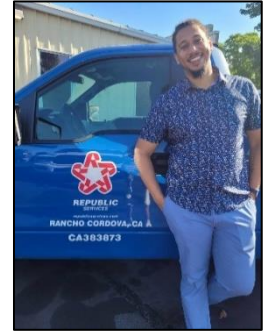
Renee Flores- DeVan, Customer Care Manager

Renee Flores-DeVan has been in the solid waste industry for 30 years, providing excellent sales and customer experience. She handles in-depth customer

concern, and escalation related to operations, billing, and all facets of solid waste. Previously, she managed performance management for a team of 28 agents.

Ray Robinson, Municipal Supervisor

Ray Robinson has supervised the administration of the exclusive Rancho Cordova Franchise Agreement for nearly two years. His wide skillset and former experience as a general manager help him navigate the ever-changing environment of solid waste and sustainability. In his current role, he assists in outreach, reporting, problem-solving, and operation challenges.



Lucero Panduro, Sustainability Advisor

Lucero Panduro has been with Republic Services for over 2 years and has an educational background in environmental science and sustainability. In this role, she develops educational campaigns, creates outreach material, and reports Rancho Cordova-specific numbers.



Key Personnel Résumés

Résumés for specific key personnel can be found in Appendix 1.

References

Three municipalities that Republic Services has contracted with for over three years include the City of Elk Grove, the City of Citrus Heights, and the City of Sacramento for service to the Old Sacramento Historic District. References can be found on Form J in Section 5 – Forms.

Litigation and Notice of Violation History

See Appendix 2 for Litigation and Notice of Violation History, including all cases over the past 5 years within California.

Figure 8. Rancho Cordova Drivers.



Statement of Financial Qualifications

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed Rancho Cordova's expectations for the duration of the contract and beyond.

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Rancho Cordova in our proposal. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Rancho Cordova will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore Rancho Cordova to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com and are found in Appendix 12.

The Annual Reports to Shareholders have been prepared in accordance with Securities

Your local business unit has decades of industry experience

- We provide jobs to more than 40,000 people nationwide, including over 200 who live and/or work in the your local community
- The local General Manager and his business unit are fully empowered to serve your needs
- Every business unit is completely supported by area and corporate staff

and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Litigation Information

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations.

Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving

*Figure 9 **Excellence Driven.** Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, carts, dumpsters and technologies.*



ITEM 20.1.

ATTACHMENT 4

Proposal for Residential Solid Waste
Services and Street Sweeping Services
Contract –City of Rancho Cordova

governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional information can be provided upon request.

In the previous five years, Republic Services has not experienced any of the following claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination

The three most recent fiscal years' audited financial statements are attached in the Appendix as Appendix Item 12.

Audited Financial Statements

Figure 10. Republic Services' Identifications, Classifications and Ratings

Republic Services Identifications, Classifications and Ratings	
Federal Employee Identification Number	65-0716904
Dun's Identification Number	61342862
U.S. Dept. of Labor (SIC) Code	4953 – Sanitary Services / Refuse Systems
North American Industry Classification System (NAICS) - Primary	562212 – Solid waste landfills combined with collection and/or hauling of waste materials
North American Industry Classification System (NAICS) – Secondary	562111 – Solid waste collection
Standard & Poor's Identification Number and Rating	562920 – Material Recovery Facilities
Moody's Identification Number and Rating	562920 – Other non-hazardous waste treatment and disposal
Fitch's Identification Number and Rating	(TIN): 13-1026995
Federal Employee Identification Number	BBB+

Summary Financial Information – Income Statement

*Figure 11. Republic Services' 2020 Year Ending Consolidated Balance Sheet.
Selected financial data.*

REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data)		
	December 31, 2021	December 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 29.0	\$ 38.2
Accounts receivable, less allowance for doubtful accounts and other of \$38.5 and \$34.7, respectively	1,271.4	1,091.3
Prepaid expenses and other current assets	410.4	392.3
Total current assets	1,710.8	1,521.8
Restricted cash and marketable securities	139.0	149.1
Property and equipment, net	9,232.1	8,726.2
Goodwill	12,826.0	12,046.4
Other intangible assets, net	259.5	173.1
Other assets	787.6	817.4
Total assets	\$ 24,955.0	\$ 23,434.0
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 910.0	\$ 779.0
Notes payable and current maturities of long-term debt	8.2	168.1
Deferred revenue	381.3	345.6
Accrued landfill and environmental costs, current portion	124.5	114.5
Accrued interest	62.1	54.6
Other accrued liabilities	929.5	820.2
Total current liabilities	2,415.6	2,282.0
Long-term debt, net of current maturities	9,546.2	8,766.1
Accrued landfill and environmental costs, net of current portion	1,837.7	1,694.7
Deferred income taxes and other long-term tax liabilities, net	1,229.5	1,238.8
Insurance reserves, net of current portion	303.9	281.8
Other long-term liabilities	642.4	681.8
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 319.6 and 318.8 issued including shares held in treasury, respectively	3.2	3.2
Additional paid-in capital	2,789.5	2,741.4
Retained earnings	6,475.6	5,751.8
Treasury stock, at cost; 2.4 and — shares, respectively	(274.8)	(0.1)
Accumulated other comprehensive income, net of tax	(14.6)	(12.4)
Total Republic Services, Inc. stockholders' equity	8,978.9	8,483.9
Non-controlling interests in consolidated subsidiary	0.8	4.9
Total stockholders' equity	8,979.7	8,488.8
Total liabilities and stockholders' equity	\$ 24,955.0	\$ 23,434.0

Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon quest.

Bank of America

Attn: Confirmation Department
Reference: Republic Services Inc.
Tax ID 65-0716904
Phone: (803) 832-7770
Fax (Toll #): (900) 733-5100
Online: www.bankVOD.com

J P Morgan Chase Bank

Attn: Confirmation Credit Inquiries
PO Box 955200
Fort Worth TX 76155-2732
Reference AWIN Management, Inc.
Tax ID 76-0353318
Phone: (800) 550 8509
Fax: (817) 345-3795

Wells Fargo

Attn: Confirmation Department
Reference: Republic Services, Inc.
Tax ID 65-0716904
Phone: (540) 563-7323
Fax (Toll #) (844) 879-0544
(Audits and Credit Inquiries)
Fax: (844) 879-0416
(Routing Number and Verification Requests)

Technical Proposal

Transition Plan

We are seasoned experts in the successful transition to a higher level of service.

While Republic Services is the current service provider for the City of Rancho Cordova, we recognize that some transitions may/will still take place, including the transition to SB 1383-compliant carts, potentially different outreach material, etc.

Experience Matters

Republic Services successfully implements more than 75 new municipal contracts each year, and we bring our national support and local expertise to every one of them. Each transition takes into consideration the unique needs of the contract and Rancho Cordova.

Our experience has shown that relationships matter — when we need equipment, we get it. Our national footprint and buying power are leveraged for your benefit. Locally, we have secured relationships with key vendors who put our needs first in a time-critical situation.

One year ago, at this time, Republic Services of Sacramento was in the middle of a 5-month long cart transition in the City of Elk Grove. While the transition was successful and completed by the original goal (before the December holiday season), the local team has learned lessons to improve the efficiency and quality of a citywide cart replacement, should the City of Rancho Cordova choose to conduct an entire cart replacement.

Prior to Implementation

Outreach, analysis, and operations that are to be conducted prior to the new contract going into effect are all displayed in Figures 14-18.

It is important to note that Republic Services will *either* be conducting a cart labeling project or a citywide cart deployment project, but not both.

Service Recipient Carts Size

In the event that the base proposal is awarded, and service recipients keep their existing carts, or in the event that a cart assembly and distribution project takes place to replace all existing carts, service recipients will keep/receive the cart size they have on site. For any service recipient who does not have at least one cart of each waste stream, we will default to the following: 64-gallons for MSW, 96-gallons for recycle, and 96-gallons for organics. While this RFP lists 96-gallons as the default size for organic carts, Republic Services recognizes that most customers lacking an organics cart today are most likely in need of the smallest size available. As such, Republic Services will happily deliver 32-gallon organics carts in stead of 96-gallon organic carts, if the City allows.

Current Hauler Employees

As Republic Services is the current hauler for the City of Rancho Cordova, and Sweeping Corp of America is the current sweeper, we will have no problem retaining the current employees for 90 days.

Transitioning to Cart Compliance

Republic Services recognizes that there are pros and cons to both cart compliance options. As we do in so many other discussions, Republic Services is happy to as a consultant for the City, providing information to help the City make this decision. Regardless of the decision made, Republic Services is eager to and prepared for providing customers SB 1383 compliant carts.

Figure 12 identifies the pros and cons to providing labeling on existing carts as opposed to conducting a citywide cart replacement.

Figure 13 identifies the pros and cons to conducting a citywide cart replacement project as opposed to labeling all existing carts.

Transition to SB 1383 Compliant Carts – Labeling Existing Carts

For the scenario that residents keep their existing carts, we will work hard to get carts labeled with SB 1383 compliant labels. Please see Figures 14 and 15 for major action items related to this project and their estimated completion time. Below shows important points:

- From the moment of the first cart being labeled to the last, we estimate 8 weeks.
- Labeling will be conducted on a customer's normal service day, on their recycle week, to increase the chance of ALL carts being at the curb.

- Robo calls will inform/instruct the customer:
 - That their upcoming normally scheduled service day this week, a cart labeling project will take place.
 - To please place ALL their carts at the curb, even if empty, by 6am.
 - Not to bring carts back up after being serviced by collection trucks unless they have already been labeled.

Figure 12. **Cart Compliance Project** pros and cons

Label & Keep Existing Carts	
Pros	Cons
-69% of polled residents indicated all 3 of their carts are currently in good condition	-The 10+ year length of the proposed Franchise Agreement will allow for much cart wear and tear
-Skipping an entire cart replacement will save money	-In 2036 when SB 1383 requires ALL carts to be in compliance it will be difficult to know which ones are in compliance
-Skipping an entire cart replacement will save natural resources (keeping in line with City's Climate Action Plan)	-Labels that are not in-mold graphics are not as durable
	-May result in a bin drop before 2036

Figure 13. **Cart Assembly and Distribution Project** pros and cons

Citywide Cart Replacement	
Pros	Cons
-At the end of project, all carts would be in compliance with no need to worry about 2036	-This is the more costly option
-At the end of the project, all carts will be uniform in color and labeling, making outreach and education easier	-This is more burdensome on the environment
-Old carts would be recycled	-This requires more outreach and may result in more escalations for a short period of time

Transition to SB 1383 Compliant Carts – Citywide Cart Replacement

The scenario in which the City directs Republic Services to conduct a citywide cart replacement, we will pull from our recent cart deployment in the City of Elk Grove, and improve the execution from our lessons learned. Figures 16 and 17 show transition deliverables related to this project, with an estimated timeline. Below shows important points:

- From the moment the first cart is deployed to the last, we estimate 12 weeks.
- Cart swaps will be conducted on a customers' normal service day, on their recycle week, to increase the chance of ALL carts being at the curb.
- Robo calls will inform/instruct the customer:
 - That their upcoming normally scheduled service day this week, a cart swap will take place.
 - To please place ALL their carts at the curb, even if empty, by 6am.
 - Not to bring old carts back up after being serviced by collection trucks.
 - That their carts will be picked up and dropped off by two separate vehicles and not to panic if carts disappear before new ones arrive.
 - That they may end up with MORE carts than before, as all customers must have trash, recycle, and organic service.
 - That if they miss all carts this week, we will come by Saturday to collect any remaining carts at the curb.

Figure 14. Cart Labeling Transition Plan.

	Task	Year	Dates	Republic Services Department
Before Contract Begins - Prep	Finalize label artwork for existing carts	2024	April	Municipal
	Work with City to finalize cart in-molds for future cart orders		April	Municipal
	Chose a 3rd party labeling partner		June	Operations
	Conduct internal analysis of cart counts and sizes to purchase correct label sizes		July	Municipal
	Purchase labels (approx. 68,000)		August	Municipal
	Create schedule for Labeling		September	3rd Party Labelers
	Provide entire project schedule to City so they may post online		November	Municipal
	Send information (including delivery schedule) to VINS and other neighborhood associations		December	Municipal
	Prep call agents with specifics regarding how to access customers label date		December	Customer Care
Contract in Effect - Execute Labeling Project	Do robo calls each Sunday before the week where a customers containers are to be labeled, and instruct them to leave carts out at curb even if empty	2025	January 12 - March 2	Municipal
	Label carts on route		January 13 - March 7	3rd Party Labelers

Figure 15. **Cart Labeling Timeline.**

Year	Month	Date	Recycle Week	Recycle Route	Portion of Route
2025	Jan	13-17	A	112	1 of 2
		20-24	B	111	1 of 2
		27-31	A	114	1 of 2
	February	3-7	B	113	1 of 2
		10-14	A	112	remaining
		17-21	B	111	remaining
		24-28	A	114	remaining
	March	3-7	B	113	remaining

Figure 16. Cart Replacement Transition Plan.

	Task	Year	Month(s)/Day(s)	Republic Department
Before Contract Begins - Prep	Prep cart manufacturer for estimated numbers, types, colors, and in-molds	2024	April	Operations
	Work with City to finalize cart in-molds		April	Municipal
	Chose a 3rd party assembly and distribution partner		June	Operations
	Prep call agents for increase in calls related to project		June	Customer Care
	Conduct internal analysis of cart counts, types side by side with routes		August	Municipal
	Manipulate data to show any customer missing a cart will get one added to account, with default sizes		August	Municipal
	Place purchase carts (in monthly batches)		September-December	Operations
	Make pickup and delivery route and schedules		September	3rd Party Assembly & Distribution Partner
	Send manufacturer delivery schedule so they can in turn create a delivery schedule of new carts to Republic Services		September	Operations
	Design cart tags		September	Municipal
	Order cart tags		October	Municipal
	Provide entire project schedule to City so they may post online		November	Municipal
	Targeted social media outreach linking to schedule		November	Municipal
	Send information (including delivery schedule) to VINS and other neighborhood associations		December	Municipal
	Prep call agents with specifics regarding how to access customers swap date		December	Customer Care
	Do one city-wide robo call informing residents of project dates, and where online to find their specific deployment date		December	Municipal
Contract in Effect - Execute Cart Deployment	Do robo calls each Sunday before the week where a customers containers are to be replaced, and instruct them to leave carts out at curb even if empty.	2025	January 12 - March 30	Municipal
	Do weekly robo call every Friday to customers whose carts were replaced in past 5 days, instructing anyone who missed a cart to put it out tomorrow, Saturday, for clean up day		January 16 - April 4	Municipal
	Have daily meeting with cart manufacturer, A&D team, and Republic staff (M-F)		January 6 - April 7	Operations
	Execute daily bin replacement M-F, picking up all carts on street and delivering carts according to Republic's data		January 13 - April 4	3rd Party Assembly & Distribution Partner
	Execute weekly clean-up on Saturday's		January 17 - April 5	3rd Party Assembly & Distribution Partner

Figure 17. **Cart Replacement Timeline.**

Year	Month	Date	Recycle Week	Recycle Route	Portion of Route
2025	Jan	13-17	A	112	1 of 3
		20-24	B	111	1 of 3
		27-31	A	114	1 of 3
	February	3-7	B	113	1 of 3
		10-14	A	112	2 of 3
		17-21	B	111	2 of 3
		24-28	A	114	2 of 3
	March	3-7	B	113	2 of 3
		10-14	A	112	remaining
		17-21	B	111	remaining
		24-28	A	114	remaining
		March 31- April 4	B	113	remaining

Other Transitions

Beyond the selected cart compliance project, Republic Services recognizes there are other transitions that will and/or may take place. Please see Figure 18 for a list of what transitions will take place in preparation for the new agreement. As we are the current service provider, we will not have to worry about transitioning billing or inventory.

Figure 18. **Other Transition Plan.**

	Year	Month	Task	Republic Services Department
Before Contract Begins - Prep	2024	ASAP once FA finalized	Place order for new trucks for July 1, 2026	Operations
		9	Update reporting templates to include all new items	Municipal
		9	Determine if start times will change based on new hours of operations	Operations
		9	<i>Optional at City Discretion: Update Routes and/or Transfer Station outbound operations to send MSW to Kiefer Landfill</i>	<i>Operations</i>
		9	Update records/forecasts to reflect checks and financial contributions of new amounts	Finance
		12	<i>Optional at City discretion: Transition to a Full Time Recycling Coordinator (Sustainability Advisor)</i>	<i>Municipal</i>
		12	<i>Optional at City discretion: Update school 4Rs presentation</i>	<i>Municipal</i>
		12	Finalize new annual guide with updated information	Municipal
Contract in Effect	2025	1	Purchase 100 backyard compost bins	Municipal
		1	<i>Optional at City Discretion: Begin reaching out to schools for 4Rs presentations</i>	<i>Municipal</i>

Operations Plan

When it comes to handling your residents' recycling and waste needs, Republic Services will exceed your expectations in providing safe and dependable curbside pickups.

Residential MSW Collection

The best practice for residential collection is through single-family carts using an automated side loader (ASL) truck. The ASL collection vehicle is proven over time to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts, and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, typically 'Republic Dark Blue', featuring our logo and local company contact information. Additionally, many of the local trucks say, "Protecting our blue planet." and "This truck runs on clean natural gas." All trucks are single-body trucks, picking up one waste stream at a time.

Residents will be offered the option of choosing a 32-, 64-, or 96-gallon black trash cart. If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

ASL trucks are safer to operate, as the driver typically stays in the cab, and operates the collection arm at each stop. The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will offer all single-family customers every other week fully automated single-stream recycling collection services. Recycling carts will be serviced with the same type of equipment and manner as residential solid waste carts.

All single-family customers will be issued a blue 96-gallon wheeled recycle cart. 32- and 64-gallon carts will be available with restrictions approved by the City.

One additional cart will be made available upon request for no additional charge, provided the customer does not already have one additional recycling or organic waste cart.

Residential Organic Waste Collection

We offer all residential customers weekly, automated collection of accepted organic waste materials. Organic waste carts will be serviced with the same equipment and manner as residential solid waste and recycling carts.

All single-family customers will be issued a green 96-gallon wheeled organics cart. A 32- or 64-gallon cart is available upon request.

Live-cut, unflocked holiday trees will be collected curbside for a specified period at no additional charge to the customer.

Bulk Waste Collection

White goods, electronic waste, and bulk items will be serviced throughout the year. A clam shell or boom type of truck will service the majority of these items, with the assistance of a flatbed truck for items that require special handling.

Bulk collection covers items that are too large to fit in the cart or excess collection

Figure 19. Automated Side Load Collection. Provides a cleaner, safer, more efficient residential collection.



needs. Bulk material for regular scheduled collection should be no larger than 10 cubic feet and weigh no more than 100lbs per item. This service will be available to each customer up to three times per year, at a time agreed upon between the customer and Republic Services.

Larger or additional items will be picked up as an on-call request from the customer for an additional fee.

Service Days

Figure 20 reflects the service schedules for residential MSW, recycle, organic waste, and bulk items collection.

Holiday Schedules

Republic Services will be closed on December 25th and January 1st. If normal service day falls on one of these holidays, we will delay all services by one day for that day, and the remainder of that week, pushing normal Friday service onto Saturday.

Subcontractor

Republic Services plans to continue partnering with SCA of CA, LLC, known as Sweeping Corp of America. They would fulfill only the small street sweeping portion of this contract. Their office is located at 1113 N Shaw Road, Stockton, CA 95215. Their POC's phone number is 408.498.4631. The approximate dollar amount of this contract would be \$333,000 a year.

Vehicles

Republic Services' current vehicle fleet that services the City of Rancho Cordova is described in an earlier section. The current vehicle information is listed in Appendix 4 while individual vehicle forms are filled out in the Forms section. While there are only six Form Es filled out, they account for 12 vehicles.

- First Form E accounts for three vehicles that service trash.
- Second Form E accounts for one vehicle that services trash.
- Third Form E accounts for one vehicle that services recycling or organics.

- Fourth Form E accounts for four vehicles that service organics or recycling and one vehicle that acts as a spare.
- Fifth Form E accounts for one rear-loader for bulk pick-ups.
- Sixth Form E accounts for one street sweeping vehicle.

Trucks are currently cleaned and will continue to be cleaned once every week.

It is no secret that waste trucks are heavy and that there is a direct impact on city streets. We have two ways of addressing this. We train drivers how to avoid overages and how to understand their route and their load. Secondly, we try to reduce the number of track passes by getting it right the first time. Every time a missed pickup is called in and a truck is dispatched to return to a customer, that increases the amount of time a truck is on a city-road. While we do not hesitate to return to customers and give them the best customer service possible, we recognize that some of these re-trips could be reduced if we completed services correctly and fully the first time.

We employ a full maintenance department that works locally, around the clock, to respond in real time. Our maintenance technicians work on trucks, containers, and equipment, to keep Republic Services running. Maintenance technicians are housed at our Rancho Cordova hauling office on Fitzgerald Rd.

The City of Rancho Cordova will have access to several leaders at Republic Services at any given time, meaning our response time

*Figure 20. **Service Days.** Below are the service days for your contract.*

Service	Days of Week	Collection Hours
MSW	M-F	6am-6pm
Recyclables	M-F	6am-6pm
Organic waste	M-F	6am-6pm
Bulky Items	M-F	6am-6pm

is nearly immediate. We treat incidents that are unsafe for employees, unsafe for others, or unsafe for the environment, as urgent matters that require immediate action. For customer service issues that come directly to a Sacramento leaders, we respond within 24 hours. For customer service issues that come through our call center, we respond within 48 hours.

All Republic Services hauling vehicles are equipped with GPS so we can access them in real time. This is crucial as our Logistic Analysts (dispatchers) solve routing puzzles in real-time.

Trucks are equipped with several features to keep our employees, other drivers, and pedestrians safe. Equipment includes backing beeps, lights that flash when the hydraulic system is engaged, and items to address spills/leaks.

Republic Services has gathered a manufacturer letter of commitment, which is in Appendix 5.

EVs in Rancho Cordova

While our proposal Options 1-4 all consider CNG trucks, it is important to discuss electrification, as the state and country and quickly moving in this direction.

Rancho Cordova routes have been approved after a feasibility study was conducted. This means that we are ready to transition Rancho Cordova trucks to EVsc during the term of this contract. We have already begun the initial steps required to secure trucks and build infrastructure. Running EVs in Rancho Cordova will erase all emissions at the tailpipe and reduce noise. Additionally, the move to electrify falls in line with several strategies in the City's Climate Action & Adaptation Plan (Strategy Energy-2a.1, Strategy Offroad-1&2, Strategy Transportation-3.4, Strategy Transportation-4.2, Strategy Transportation-5.)

We are eager to discuss this possibility and align with the City's goals so we can create a timeline and plan.

Leading the Industry in EV

Nationwide, Republic Services currently operates one of the largest vocational fleets in the country, with more than 16,000

vehicles in operation daily. For this reason, we have set one of our sustainability goals to reduce our greenhouse gas emissions 35% by 2030. This is an aggressive target, which is backed by the Science Based Targets Initiative (SBTi) and is also in line with the Paris Climate Accord. One of the greatest opportunities of achieving this goal is to advance the state-of-the-art technology for electrification, to enable the conversion of our fleet.

Pushing State of the Art

Republic Services is very proud to lead the industry in our aggressive push to electrify our fleet. Despite this being a new venture with come challenges, we are not shying away from the topic. In fact, we are engaged with multiple platform manufacturers. Our investment in the advancement of the technology is multi-faceted. We start by flowing operational facts and needs to them, so that their development teams understand the real-world paces that the platform must perform. We then put our money where our mouth is by buying their prototype and early production trucks and running them through their paces on real routes in multiple locations in the United States. Lastly, we give the feedback from those real-world routes back to the manufacturers, so they can learn from our efforts and improve on their designs.

Ongoing Pilot Programs

In 2022, we implemented two pilot programs running on real routes. One in Hickory NC, and the other in Boise ID. Each of these locations is using a different platform manufacturer's truck, offering performance feedback to both teams. In July of this year, Republic Services in Santa Ana, CA started the transition to electric as well. Making the industry's largest commitment to electrification is just one more example of how we live by our value of being environmentally responsible and our promise – Sustainability in Action.

Next Steps

If the City is interested in learning more about EVs, now is the time to begin discussions. We are ready to discuss the

benefits, the challenges, the infrastructure, and realistic timelines. We are very confident in our ability to bring you EVs during the term of this contract, and are open to disuccing a scenario where Rancho Cordova is the first city in the region to fully electrify their solid waste fleet.

Residential Carts

Republic Services partners with Rehrig Pacific Company (Rehrig), a California-based company, to bring strong, durable, innovative carts to the curb. All recycled content in Rehrig carts is Post-Consumer Recycled Content (PCR). Percentages of PCR vary based on the size and color of the cart, with large black carts leading the way at 50% PCR content. Figure 21 shows the levels of PCR in each cart, that results in a city average of 36% post-consumer recycled content, based on the cart sizes in the field today. 36% is well over the desired 20% minimum. Additionally, this is not only recycled content, but post-consumer recycled content.

More information on the cart dimensions, capacity, features, and benefits is in Appendix 6.

These carts are designed specifically to maximize capacity while minimizing footprint. Trash carts will be black; recycle carts will be blue; curbside organic waste carts will be green; event food waste carts will be brown. All carts will have in-mold graphics (IMLs) on the lid to specify what is and is not acceptable inside the cart. The IML graphics can be designed in partnerships with the City and will be approved by the city. An example rendering of curbside carts is shown in Appendix Item 6d.

Republic Services staffs a local maintenance team that responds in real time to truck, container, and equipment issues. The main maintenance yard for the Sacramento hauling team.

Route Operations

- Vehicle passes per customer:
 - Customers recycle week: 3 vehicle passes.

*Figure 21. **Post-Consumer Recycled Content** according to what is in the field now and which carts are proposed.*

Cart Size		Black	Green	Blue	
32/35	Predicted 2025 Count	4,674	1,854	641	
	% Post Consumer Recycled Content	40%	20%	20%	
64/65	Predicted 2025 Count	13,572	1,656	2,176	
	% Post Consumer Recycled Content	40%	20%	20%	
95/96	Predicted 2025 Count	3,385	21,643	20,817	
	% Post Consumer Recycled Content	50%	35%	35%	
Total	Cart Count	21,631	25,153	23,634	Average PCR Content Citywide
	Average % Post Consumer Recycled	42%	33%	33%	36%

- Customers non-recycle week: 2 vehicle passes.
- Customers bulky collection day: Add 2-3 vehicle passes, depending on if they have special waste in their pile.
- Customer is receiving a cart collection/swap, or delivery: add 1 vehicle pass.
- **Contamination:** In most cases, a driver will service a container as the waste stream it should be and rely on the Compliance Advisor/Contamination Auditor to identify contamination. On rare cases, usually when contamination is large and sticking outside the container, a driver may tag a cart, informing the customer how to prepare materials in the future, and still service the container. If a household hazardous waste item is identified inside a cart, next to a cart, or in a bulky pile, the driver will inform Logistic Analysis so the flat bed driver can be dispatched to collect the item(s).
- **Route Audits:** When a compliance advisor/contamination auditor is in the field, they may occasionally note a discrepancy between cart count(s) and/or cart sizes. In this event, they record the updated information, return to the office, and send the updated information to the accounting department to get the account updated. Additionally, Republic Services monthly rates are driven by the size of the trash cart only. When customers receive a bi-monthly bill, their trash cart size is listed. If their trash cart size is incorrect, they are able to call in to update their account.

Additional important routes details are found in Appendix 7.

Logistic Analysts

Logistic Analysts, formerly known as dispatchers, are equipped with communication devices to contact drivers,

laborers, etc at any given time. They use a variety of programs to see the current or past GPS location of a vehicle during the day, delete or add stops to a driver's route, and more. Analysts are able to make real-time decisions with current data.

Facilities

Republic services plans to use a variety of permitted, county and state approved facilities to help Rancho Cordova achieve the Climate Action & Adaptation Plan goals set by the City and the reduced Greenhouse gas emissions goal set by this RFP. In determining the best lifecycle for the City's material, Republic Services has determined the route for material will flow according to Figure 23.

This figure includes some notable changes from material flow that Republic Services has historically used for Rancho Cordova waste. Republic Services plans to keep recyclables in Sacramento County for processing at a local MRF. This will reduce the carbon footprint. Additionally, Republic Services plans to divert some of the organic waste away from composting and to anaerobic digestion. As there is quickly becoming an abundance of compost in the state, converting organic material to other

Figure 22. Contamination Route Audits are performed by Konata V earl in the morning.



resources, such as electricity and fuel, is beneficial.

It is important to note the following: The flow chart shows the planned route of material on January 1, 2025, but there are changes in the works. Republic Services is in the process of permitting Forward landfill so that organic material can go there for processing. Lastly, once it is operational, Republic Services plans to send plastics from Recycling Industries to the Polymer Center.

Additional pertinent facility information is found in Appendix 8.

Polymer Center

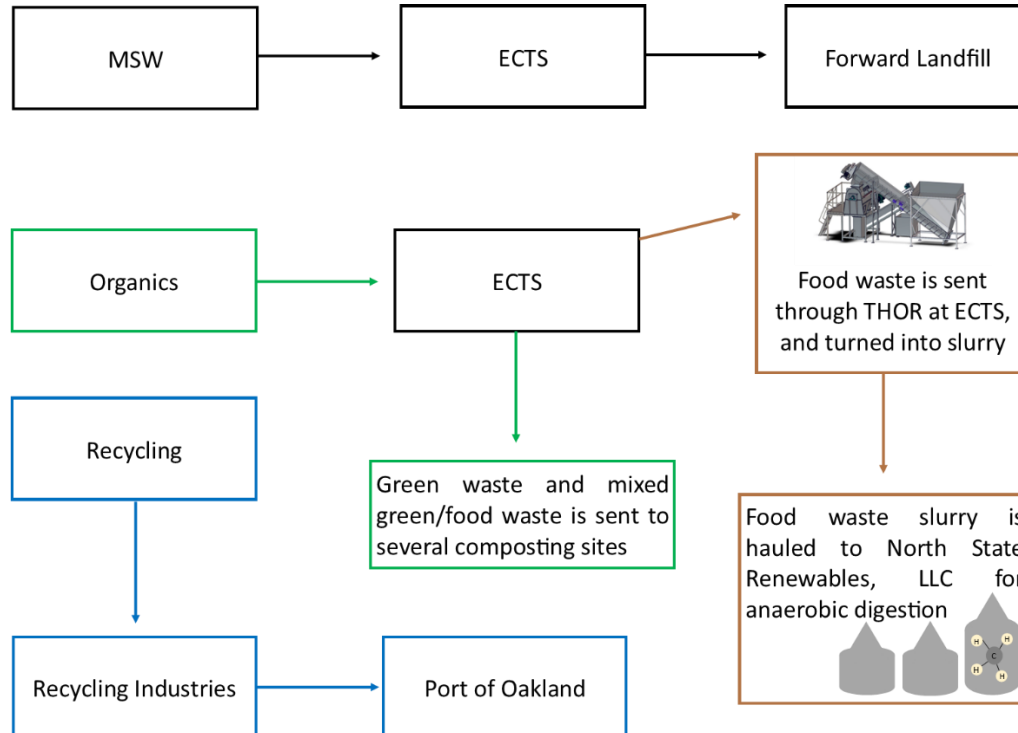
Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade

into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from collection of recyclables to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Figure 23. Insert Action Caption Here



Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to "Think. Choose. Live. ®"

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live. ®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live. ® philosophy helps navigate these situations by encouraging

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

38% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States

Think. Choose. Live. ® embodies our company culture

Winners of 72% of industry's Driver of the Year awards since 2009

employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Figure 24. Continually Improving Safety is Top Goal for Republic Services.

Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.



Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safe employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time, and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM).

DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be

addressed and completely resolved by supervisors or management within seven days of discovery.

The program is monitored and conducted by a Driver Service Coordinator responsible for:

- Conducting pre- and post-route briefings with drivers
- Entering and monitoring DSM issues
- Running and distributing reports

During collection activities, drivers are instructed to make notes on their route sheets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.

Finally, Driver Service Coordinators must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs. Should an item remain open for longer than seven

Figure 25. Service Day at a Rancho Cordova home.



days, it is forwarded to the General Manager to bring matters to an immediate resolution.

Together for Safer Roads

As the operator of the 5th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Today, we are proud to be the only recycling and waste services provider associated with Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission is to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

Safety Response to RFP

- **Staffing requirements:** The company follows all Department of Transportation drug & alcohol testing standards.
- **Hazardous waste (including E-waste and U-waste) management protocols:** Hazardous Waste, Including E-Waste and Universal waste is stored segregated from common waste streams and managed in accordance with California and Federal regulators. All wastes are stored within containers suitable to the substance they contain. Waste storage containers are labeled and

kept in a state of good housekeeping. Waste storage areas are noted within facility SPCC, SWPPP, and HMBP and managed according with plan requirements. Republic Services contracts with a third party to pick up hazardous materials and dispose of them within storage timeframes required by regulator. All paperwork and manifest related to hazardous material storage, disposal and management is maintained onsite.

- **Health and safety management procedures:** Please see the Injury and Illness Prevention Plan in Appendix 9.
- Historical 5 year annual corporate:
 - E-mod:
 - June 2021 - June 2022: 113%
 - June 2020 – June 2021: 105%
 - June 2019 – June 2020: 108%
 - June 2018 – June 2019: 106%
 - June 2017 – June 2018: 86%

*Figure 26. **Inspections.** Rancho Cordova driver Morgan D. spends an early August morning performing pre-route inspection to ensure vehicle is safe for operating.*



ITEM 20.1.



REPUBLIC
SERVICES



ATTACHMENT 4

Proposal for Residential Solid Waste
Services and Street Sweeping Services
Contract –City of Rancho Cordova

- TRIR:
 - 2022: 7.44
 - 2021: 7.73
 - 2020: 5.69
 - 2019: 2.36
 - 2018: 2.77
- DART:
 - 2022: 6.13
 - 2021: 6.28
 - 2020: 4.78
 - 2019: 2.36
 - 2018: 2.77
- 5-year VARR: 9.8

Reporting

Republic Services uses a combination of dynamic information technologies and programs to capture all important data and information.

Republic Services already employs the proper people, technologies, and systems to accurately capture and report on all necessary programs. As we own and operate the Elder Creek Transfer Station where much of the curbside material flows, we are able to access all tonnages and weight tickets at any given time. For facilities that we do not own or operate, we have access to weight tickets that help us quantify tonnages. We utilize two computer programs to store and capture tonnages.

TRUX is a “dump truck logistics software and hauling management” system that allows us to view inbound and outbound tonnages, categorized by a wide variety of parameters, including but not limited to date/time, truck type, material type, customer, destination, origin municipality, etc.

InfoPro is a database business software program where we store, categorize, and pull tonnages, complaints, actions, and routing information. Through the use of these two programs, the local Sacramento team can monitor and report tonnages collected, disposed of, sent off for processing, and residuals captured during any processing at the Elder Creek Transfer Station.

Through these programs, Republic Services can quickly identify customer who are and are not in compliance with SB 1383, calculate estimated tonnages, and view actual tonnages. Additionally, by utilizing Excel, Republic Services can capture the number of residential vehicles who arrive at Elder Creek Transfer Station for free compost and calculate the estimated amount of compost given out to residents.

InfoPro and Salesforce are utilized for logging customer issues, concerns, compliments, and complaints that come in via telephone. When a call comes through the Republic Services phone line, it is categorized based on the main reason for

the call (to schedule a service, to gather information, to report an issue, to give a thank you, to give a complaint that does or does not require action to be taken). Call agents using Salesforce categorize the call, take down details, schedule the required service, or escalate to the local team to handle. Once they close it, the local team can access opened or closed concerns via Salesforce or InfoPro. Some calls will proactively alert specific employees at the local division so that immediate action can be taken. Sacramento employees search specific category types to see all other concerns and address them if action is required.

Additionally, Medallia captures customer complaints through a variety of methods, including but not limited to our phone and email customer experience surveys. All survey results are available to managers, and survey results of low scores are required to be responded to by local management. Local management has 48 hours to reach out to customer via the customer’s preferred method of contact and address their concern.

*Figure 27. Using a variety of **dynamic platforms**, Republic Services is able to capture, track, and report to Rancho Cordova.*



Customer Service Plan

We have redefined the best practices in Customer Service coverage and user experiences through our response to the 2020 pandemic.

Redefining Customer Service

Over the past 6 years, Republic Services has redefined the way we deliver superior customer service. A 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform gave us insights and experiences that informed and shaped our thinking today. Additionally, those prior investments in establishing a national customer service network and tool suite enabled us to lead the industry in our rapid response to the pandemic, when we shifted 1,800 agents to a work-from-home posture in three days.

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. In total, more than 12.7M calls were received during that timeframe, when our call centers were open Monday through Friday 7 a.m. to 6 p.m. and Saturday 8 a.m.-1 p.m. When analyzing the data, we learned that less than 1.5% of daily calls were received from 7 a.m. to 8 a.m., and less than 1% of daily calls were received after 5 p.m. daily. We further learned that less than 2% of the entire weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and it was not necessary for the call centers to be running fully staffed for such a small percentage of the total call volume.

This insight allowed us to define our best practice for call center hours, which is to be open Monday through Friday from 7:30 a.m. to 5 p.m.

Customer Self-Service

We provide an exceptional customer experience when your residents or businesses contact us for assistance

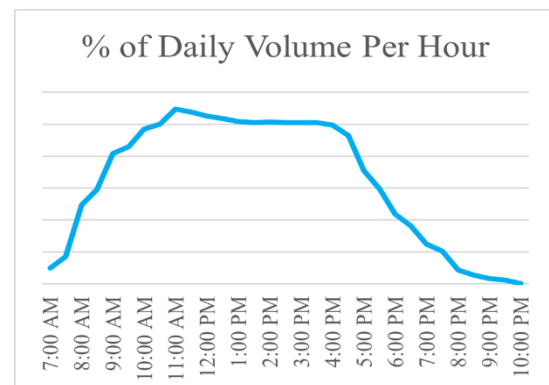
- Leverage technology and data to enable virtual agents to serve customers from any location seamlessly.
- Over 1M customers expertly served each month via text, web, email, or phone.
- Hours are when customer demand is highest – Monday through Friday from 7:30 a.m. – 5 p.m. for each time zone.
- Web-based applications offering 24/7 access for customers on their own time.
- Net Promoter Score has improved year-over-year for 5 consecutive years.

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served.

For this reason, Republic Services has invested to create state-of-the-website and mobile app.

Our customers now can reach us 24/7 via our website, www.RepublicServices.com, or via our Republic Services mobile app.

*Figure 29. **Optimal Call Center Hours.** Analysis of over 12M calls in a 12-month period shows over 90%+ of all calls occur M-F between 7:30am and 5:00pm.*



Our self-service options are designed to improve overall response time, enabling resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill.
- Schedule an extra pick up.
- Discover new services.
- Receive weather and holiday service updates.
- Sign up for autopay and paperless billing.
- Submit inquiries or complaints.
- Receive Service alerts to notify residences or businesses of changes or delays.

Access to Live Agents

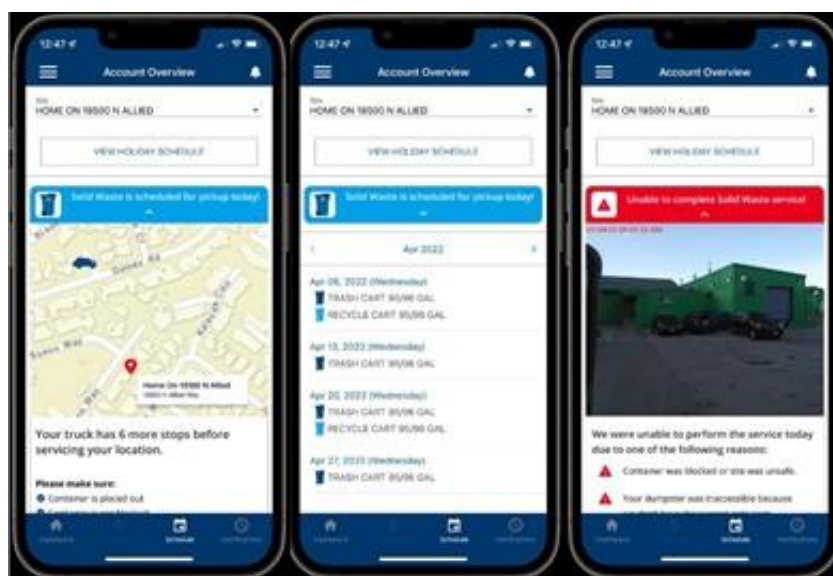
When the pandemic of 2020 hit, we learned some powerful lessons regarding optimal customer service models. For years prior, we had invested to consolidate our agents into three national call centers, leveraging technology and training to offer a superior experience to callers.

In 2020, over 1,800 agents began taking calls from home, completely seamless to the

customers who were calling. Throughout the months-long pandemic, we found our agent performance improved, average call metrics improved and customer satisfaction scores also improved. A new customer service model had been created and proven in the pandemic, whereby agents could take calls from anywhere, so long as they had access to their technology.

This is a very powerful model when looking at attracting and hiring the best call center talent, without the geographic limitations of either a “local” or “consolidated” model. By being open to a remote workforce, we found an increase in agents interested in working part time hours, as well as a willingness to log in to gain a few extra hours to cover times of higher call volume.

Figure 30. **Service Alerts** when a customer enrolls on our mobile app.



Organizing Agents into Pods

Although we utilize agents connected to a national network that enables remote working, we are able to organize them into teams, or “pods” that are responsible for a defined geography of contracts and customers. This allows agents to become more familiar with the municipalities that they support, and the details of the contracts as well. The result is a level of familiarity similar to having a locally based agent, but with the power of being able to hire the best agent talent in the broader market. The Pod that will provide extra support to Rancho Cordova calls is the West Area Pod.

Questions Specific to RFP

Calls to our Customer Service Line will be sent to an agent working remotely. **There is no one location where these calls are taken.**

Calls directed at local Sacramento leaders and calls received after normal business hours are received at 3326 Fitzgerald Rd, Rancho Cordova, CA 95742. All voicemails are received and responded to from this

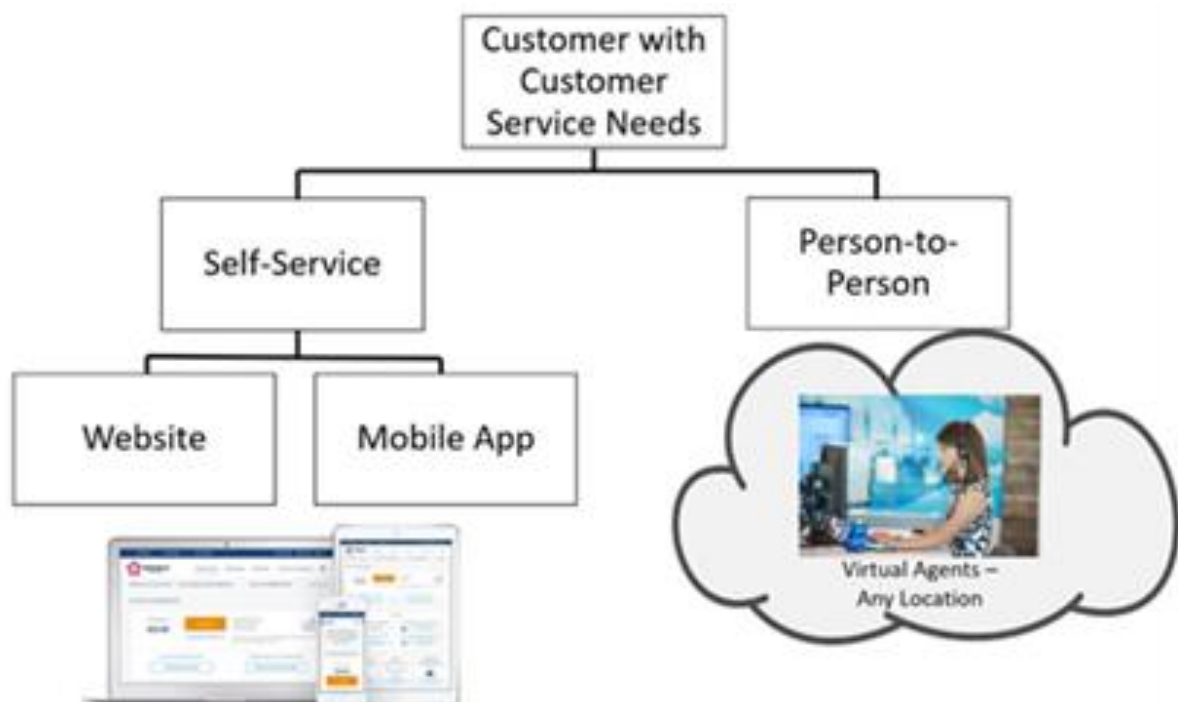
local location. Additionally, the Route Supervisor, Contract Manager, Customer Care Manager, and Administrative Assistant all handle escalations and local customer service concerns from 3326 Fitzgerald Road, Rancho Cordova, CA and 8642 Elder Creek Road, Sacramento, CA.

Process For Handling Calls

When a customer calls our Customer Service line, a sophisticated series of actions begin:

- Initial call-prompt questions for the customer help determine the complexity of the request. Simple requests are routed for agents that can handle calls remotely, while more complex needs can be routed to specialized agents with advanced skills and knowledge of the geography and local operations if appropriate.
- The customer’s phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of the service address, level of service, past service requests, and city-specific contract information. This

*Figure 31. **Comprehensive Customer Service.** Our customer service offering spans self-service options to person-to-person contact to offer unmatched service, 24/7 daily.*



knowledge-based system even shows the customer's current weather.

- The agent confirms the customer's name and service address and begins to assist the customer with their request.
- If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can access additional systems to run the resolution to ground.
- Often, the customer's concern is handled by the time they hang up the phone.
- For those calls (or work orders) requiring operations support the issue is scheduled for resolution in a timely manner. Services are automatically added to routes so the local office need not do any work to get the service scheduled.
- When the service is completed, it will show as such as long as the route for that day has been marked complete.
- For calls requiring a call back, an escalation will be sent to a local team member. A local team member will call the customer back and close the note or escalation.

Billing

Customers are billed in advance for two months at a time. For example, a bill would arrive in the mail around June 1 for June and July services. Service recipients have the ability to do paper or paperless bills, pay upon arrival or auto-withdrawal.

When price increases are initiated, service recipients with paper bills will receive a bill insert explaining the increase.

Republic Services utilizes County Tax Records to assist with Ownership Changes.

When a service recipient or property owner calls to dispute a charge, a Customer Service agent has all the tools required to access the bill, view the charges, and explain them to customer. If the charge is related to an improper service, such as an oversize pile, an SB 1383 related contamination charge, agents are able to access images and audio recordings left by the Republic Services driver or employee in the field. If the provided images and audio

are not enough to solve the issue, agents have the ability to either credit the associated charge back to the customer account, or to escalate to the local team. At the local level, most billing concerns are handled by the Administrative Assistant or the Customer Care Manager.

New Phone System/Website

There will be no new phone system or website included, unless a different type of website is being requested by the City of Rancho Cordova. Republic Services is happy to discuss a different type of website if the City wishes.

Staffing Levels

There are 13 agents in the Sacramento Satellite Network, 141 agents in the West Area Pod, and 965 in the National Network. This equates to 1 agent for every 7,650 residential customers in Sacramento who have access to the Sacramento Satellite Team.

Payment Programs

Republic Service handles all residential locations in the City of Rancho Cordova regardless of the status of their bill. For customers who do not pay, we are able to capture the money owed through the annual levy process. For customers not wishing to be placed on levy, Republic Services assists on a case-by-case basis, by crediting late fees.

Contingency for Short Staffed

One of the benefits of having a large national Customer Service team is the ability to utilize extra resources when needed. Anytime an agent is out sick, on PTO, or leaves their role, we do not have a increase in hold time. We are able to utilize agents from outside the Sacramento Satellite team to help with calls regarding localized information. We can utilize agents outside the West Area Pod, when needed, as well. Additionally, all calls that are categorized as not needing the attention of an agent from the Satellite Team are answered by the first available agent in the West Area Pod, with many agents to chose from.

Local Team and Call Agent Synergy

The local team regularly communicates in four different ways with the agents' answering calls for Rancho Cordova services.

- **KMT Documents.** The Sacramento Team manages an electronic record of files that explains all Rancho Cordova programs so that agents may correctly provide information and answers to customers who call.
- **Call Center Announcements.** The Sacramento Team posts a short announcement anytime there is a(n) inventory concern, route delay/change, weather or emergency related delay, price increase, outreach going live, or anytime there is something happening that may generate calls. The announcements are an easy way to keep all agents in-the-know about local issues and programs that are not year-round.
- **Call Impact Reports.** The Sacramento team prepares agents for any expected increase in call volume via a Call Impact Report. This is an easy email which includes outreach or any other items related to the call increase, a number of affected customers, and a brief description of what may be generating additional calls. The Call Impact Reports help the Customer Service Team ensure they are properly staffed and prepared.
- **Monthly Meetings with Satellite Team.** Select Sacramento leaders meet virtually with the entire Sacramento Satellite team to update them on upcoming changes, local programs, and to answer all questions.

*Figure 32. **Our 2030 Sustainability Goals** encompass Safety, Talent, Communities, and Climate Leadership.*



SAFETY

Safety Amplified

0

Zero employee fatalities

Incident Reduction

<2.0

Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



TALENT

Engaged Workforce

88

Achieve and maintain employee engagement scores at or above 88 by 2030



CLIMATE LEADERSHIP

Science Based Target

35%

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year)
 APPROVED BY SBTi¹

Circular Economy

40%

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

Renewable Energy

50%

Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)



COMMUNITIES

Charitable Giving

45M

create sustainable neighborhoods through strong community partnerships for 45 million people by 2030

Diversion Plan

Creating a more sustainable world would not be possible without measurable goals and techniques to divert material away from a landfill when possible.

Republic Services will achieve the target diversion with minimal contamination by:

- Providing a comprehensive waste program that accounts for hard to handle items.
- Maximizing the amount of items we handle through their entire pre-processing and processing life until they are ready to be beneficially reused.
- Educating generators through all mediums (print, in-person, social media).
- Increasing outreach to students.
- Crafting an intentional approach to solid waste management at events.
- Reaching our proposed new minimum of 43% diversion.

Republic Owned and Operated

For post-collection, Republic Services proposes to utilize as many Republic Services operated facilities as possible, as this is the only way to ensure responsible handling of material. We recognize that material does not get placed in a curbside container, ready for end-of-life processing. Decontamination and pre-processing are a crucial step in preparing material for its full potential. Post-collections efforts will include the use of state-of the art processing equipment and facilities that only Republic Services has access to.

Republic Services will use a combination of third-party employees, onsite sorting equipment (operated by our third party organics partner), the Mega THOR depackager (operated by Republic Services) for decontamination and pre-processing of organic material. Material will then be sent to either a composting site for Covered Aerated Static Pile Composting (CASP) or Windrow composting, or to the Republic Services owned and operated anaerobic

Sustainable Initiatives Unique to Republic Services

- Owner and Operator of diversion processing facilities
- Leading the region in Organic Processing
- Polymer Center

digestor at North State Renewables. We alone have the partnerships, equipment, and facilities to maximize the beneficial reuse of organic material.

Local staff conducts all post-collection audits required by Senate Bill 1383, giving us insight into processing constraints and contamination levels.

For recycling, Republic sends material to a fully permitted MRF to be sorted by employees and state-of-the art machines. For most recycling processors in the industry, good recyclables will be bailed and shipped else where in the world for reuse. At least, that is the intent. Republic Services, however, proposes to take things one step further.

An Untapped Resource

In partnership with the City of Rancho Cordova, we implemented the food waste recycling program as required by Senate Bill 1383 into residential waste collection. This program requires that customers divert their

Figure 33. SB 1383 Post Collection Sampling is conducted by staff at the Elder Creek Transfer Station.



organic waste from the landfill. With only partial participation, food waste recycling is still an untapped potential. As we continue education, and as other businesses and event locations in the state get on board, the participation of organics recycling will increase, and the diversion rate with it. We believe that diversion can only go up as we continue to encourage participation.

State-of-the-art Organics Processing

Republic Services owns and operates the only depackager in the area. This machine, located at the Elder Creek Transfer Station, identifies contamination and separates it from good food waste. Food waste is transformed into a homogenous slurry that is ready for digestion at our anaerobic digester in Oroville.

The North State Renewables facility recycles food waste and other organics collected from across Northern California. The anaerobic digestion process breaks down this organic material and creates biogas, which can be used to generate electricity or be converted into renewable natural gas to fuel vehicles in Republic's fleet.

Today, the facility's operations are fully circular, with biogas generating enough electricity to power the facility. The nutrient rich water created as a byproduct is applied to a local compost facility just down the road from North State Renewables.

Republic Services has extensive operations in California to support organics recycling, including six compost facilities and three commercial food waste pre-processing sites.

The North State Renewables facility is the Company's first anaerobic digester, and it is operated by the Sacramento business unit. In 2022, Republic Services recycled 1 million tons of food and yard waste. Diverting this organic material from a landfill provides a climate benefit equivalent to removing the annual emissions of 16,000 passenger vehicles. Organics recycling directly supports Republic's sustainability goal to increase recovery and circularity of key materials from the waste stream by 40% by 2030.

Rancho Cordova's organic recyclable materials will be either composted or taken to North State Renewables. Residents could eventually see their organic materials use to power the vehicles servicing their neighborhoods.

Our newly acquired anaerobic digester will offer another opportunity to show customers the benefits of organic recycling by introducing fuel and electricity as options for what their organic recycling effort can create. By using the anaerobic digester, we are able to directly apply resident's organics materials to benefit the larger Sacramento region.

When Forward Landfill's composting operation is ready, Republic Services will be able to process all of Rancho Cordova's organic waste ourselves.

Award Winning Organics

While we continue to make investments in organic infrastructure and innovation, Republic Services continues to be recognized as a national leader in the movement.

In 2020, the National Waste & Recycling Association named Republic Services the 2020 Organics Recycler of the Year.

Just two years later, the 2022 Organic Management Facility of the Year award was given to our Otay Landfill and Composting facility in Southern California, also awarded by the National Waste & Recycling Association.

*Figure 34. **THOR Organics Pre-Processing.** Sacramento hosts a ribbon cutting for the new THOR machine.*



Additionally, our Otay Landfill & Composting facility was awarded the 2022 Dave Hardy Leadership in Organics Award by the California Resource Recovery Association.

Otay was not only recognized for expanding infrastructure to handle the organic processing needs of the state, but for being California's first fully solar-powered compost operation.

Plastic Circularity – Polymer Center

There is a growing gap in the North American supply chain for recovered plastics to serve Consumer Packaged Goods (CPG) manufacturers' increasing goals as well as state legislation mandating circularity. This is driven by the inability for traditional recycling centers to generate the CPG level quality that manufacturers need, as well as the barrier that exist for a third party to aggregate enough volume to make such business economically viable. Republic Services has a solution for this challenge.

Understanding the Market

Plastic packaging in North America faces a challenge to achieve circularity in recycling. For example, the likelihood of a water bottle in America becoming another water bottle is slim. This is attributed to three key factors: 1) public education, 2) lack of proper recycling opportunities, and 3) the ability of the plastic material to be properly separated and aggregated into a quality that manufacturers can accept into their

Our Polymer Center advances plastics circularity, addressing an unserved demand in the supply chain with a solution that is unique to Republic Services

- Of 14M tons of plastic packaging generated in America today, only 2% is recovered for circularity.
- Traditional MRF bales contain a cross contamination of plastics that downstream manufacturers do not seek.
- Manufacturers are increasing their CPG goals for recovered content, creating an unserved demand.
- Republic Services will produce high-quality washed flakes and color-sorted recycled resins at our Polymer Center to feed CPG goals of various manufacturing partners
- Our operational approach is patent-pending, and we hold an exclusive relationship with the technology supplier.

production lines. Work on public education, as well as comprehensive placement of recycling containers throughout the municipality, create a much higher probability that plastics will make their way to a modern recycling center, rather than a landfill. However, once plastics arrive at a modern recycling center, the technology design at these facilities yields a bale that contains a mix of cross-contamination, which means the bale contains plastic grades that are not optimized for the increasing CPG goals and quality

*Figure 35. **Changing the American Plastics Supply Chain.** Republic Services Plastic Polymer Centers will ensure a higher ratio of tons recovered achieve CPG circularity.*



requirements. Currently, a majority of PET that is recovered in a modern recycling center is “downcycled” into carpet and textiles.

Of roughly 14 million tons of North American consumer packaging plastics that are generated every year, 10M tons are landfilled, and 2M tons are incinerated. Of the 2M tons that are recovered through modern recycling programs and centers, 1.7M tons are “downcycled,” while only 0.3M tons (2%) can achieve circularity.

Current Flaws in Supply Chain

When a CPG manufacturer purchases bales of plastics from a modern recycling center to meet their goals for recovered plastic content, they start with these “cross-contaminated” bales that are described above. Most CPG manufacturers are targeting a specific grade of plastics that they need in their process and have no use for the remainder of the bale that is cross-contaminated. For example, a company targeting PET may purchase a bale of PET water bottles, which also contains caps that are HDPE, and weigh almost as much as the PET bottle itself. In the manufacturer’s process, they may strip off the caps to obtain the targeted PET that they need, but the remaining material that is not of any use to them can be as much as 40% of the bale (by weight). This “non-targeted residual” often is disposed in a landfill rather than being aggregated for benefit from a CPG manufacturer that is seeking the HDPE.

This reality exposes a growing gap in the plastic CPG supply chain, as manufacturers need a higher quality aggregated stream of targeted commodity than a modern recycling center can yield.

Filling the Gap

Republic Services is uniquely able to close this gap and address the growing demand in the North American CPG plastics market. We achieve this through our unwavering commitment to sustainability and by applying innovation and investment to yield a better future for our planet.

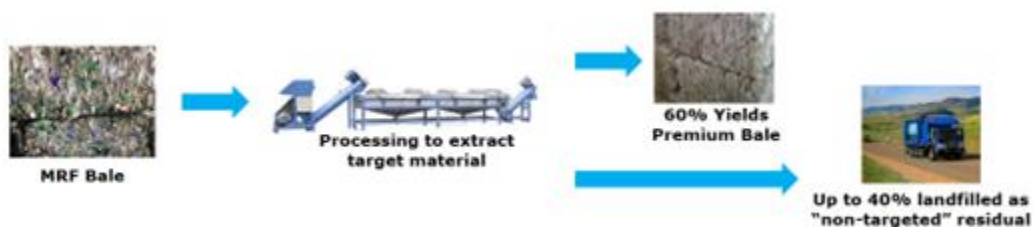
Within the next year, we will open our first Polymer Center, located in Las Vegas, Nevada. This facility will be the first of its kind in the industry and serve a refined hub-and-spoke model to serve our partner municipalities from the Northwest to Texas. The Polymer Center will be designed to centralize the complex and costly operations to accurately separate the various grades of plastics into high quality commodities that meet CPG manufacturers’ target requirements.

Because we are the first company to solve this complex challenge, our operational approach and technology designs are patent-pending, and our relationship with the company that manufactures the highly specialized equipment is exclusive. These two realities differentiate Republic Services as the only partner in the industry that can ensure your plastic recyclables have the highest circularity.

To complement this, we are in discussions with a growing list of CPG manufacturers who want to partner with Republic Services to secure a portion of these high-quality plastic commodity tons, as it increases their own ability to meet or exceed their ESG goals to their shareholders.

Education & Outreach

*Figure 36. **Current Supply Chain Flaws.** Existing CPG manufacturers often target a specific plastic stream, which leads to upwards of 40% of a MRF bale becoming “non-targeted residual”.*



We recognize that a critical component of participation and proper separation lies in education and outreach. Our educational efforts will focus on recycling fundamentals for recyclables and organic recyclable materials in the form of “how-to” and best practices campaigns, live educational presentations and interactive activities, education on the recyclables and organic materials lifecycle, and contamination awareness and contamination audit programs.

Diversion Rate & Facilities

This contract’s goal of a 43% annual diversion is attainable based on Republic’s annual diversion results in Rancho Cordova and other local franchised cities’ programs while establishing a new ambitious and achievable goal that sets a new standard of diversion excellence in the Sacramento region. Our collection process, post-collection process, and educational efforts will provide closer attainment of CalRecycle’s goal of 75% reduction of organic waste disposal in landfills.

Estimated tonnages of materials that drive diversion are found in Appendix Item 10, for each year of the contract.

Republic Services plans to use fully permitted facilities found in Appendix 8.

Republic Services does not need any extra time to “achieve” the minimum diversion goal. We will begin achieving an annual diversion of 43% int the first contract year.

Contamination Reduction

Republic Services will employ a strategy of delivering direct education and outreach listed in the Education Plan and implementation of the residential cart contamination audit program to reduce contamination of recyclable and organic recyclable materials. Understanding that contamination creation is a behavioral issue, Republic Services will focus its educational efforts in the Education Plan to providing easy-to-implement changes to the customer disposal habits, provide new and impactful information on the benefits of sorting recyclable materials properly, and firsthand application of the recycling fundamentals.

The residential cart contamination audit program serves to educate as well as a penalize those who have significant contamination in their residential waste carts. While contamination penalization acts as a tangible consequence for not diverting organic materials from the landfill as required by law, the direct educational opportunities are constructive in transforming customer behavior.

The Education and Outreach plans for the contract term will feature campaigns and activities that will utilize social media paid advertisement (Facebook and Instagram), printed bill inserts, interactive and educational booths, and direct mailers. The education campaigns listed for the contract year 2025 and theme for yearly campaigns to-come will center on changing customer behavior and informing them of the immediate and long-term benefits of participation in source-separation programs.

From the Education Plan, campaign two, Container Contamination Awareness, and campaign four, Rancho Cordova Super Sorter, focus on equipping customers with positive outcomes of successful sorting of materials into the containers and the byproducts of failed sorting of recyclable materials.

*Figure 37. **Closed Loop Organics.** Republic Services is invested in the full life of an item, from creation to recreation.*



Campaign two delivers a postcard to every residential customer with easy-to-implement steps to practice sorting materials properly. The additional goal of this postcard is for customers to post or store this outreach piece in a place at home that is easily accessible to use as reference.

Campaign four focuses on recognizing customers who participate in the program correctly by not contaminating their carts serves to provide monetary credit to their bill and thereby creating advocates for the program.

Campaign three, Plastics Circularity and the Food Waste Lifecycle, aims to educate customers on the lifecycle of Recyclable Materials and Organic Recyclable Materials that are created when they sort correctly and avoid contamination. This campaign answers the question of: "Where does my recycle or food waste go?". By providing insight to the lifecycle of these materials, we offer the appendage that closes the loop on how the benefits the customers directly after disposal.

The residential cart contamination audit program consists of a two-point approach to the contamination monitoring program required by Senate Bill 1383 and developed with the City of Rancho Cordova for its residents. The first point is the contamination auditing, itself. Republic Services employs a compliance advisor to audit the residential carts, preferably on a recycle week so all three carts are down at the curb for examination. The compliance advisor examines the top layer of the carts contents to search for contamination. The second point is the notification and penalization for contaminated carts. In cases where no contamination is found during the audit, a "Good Job" cart tag will be left to recognize the customer as participating in the program correctly. For customers with contamination found in either the recycling cart or the organics cart, the compliance advisor will leave a "Contamination Notice" tag on the contaminated carts with information on the reason for the tag, educational (no fee assessed) or penalty (fee assessed). Contaminated carts will be logged into Republic Services customer

maintenance software and attached to their account. For accounts with a fee assessed, the customer will see the fee applied to their next bill as a line item with the accompanying fee amount.

Emissions

EVs and CNG vehicles are the most clear choice when it comes reducing emissions at the tailpipe. Republic Services is committed to procuring an all new CNG fleet by July 1, 2026. Additionally, Republic Services is prepared to begin discussions with the City about our part in electrifying the future.

Street Wear & Tear

It is no secret that waste trucks are heavy and that there is a direct impact on city streets. We have two ways of addressing this.

Firstly, we train drivers how to avoid overages and how to understand their route and their load.

Secondly, we try to reduce the number of truck passes by getting it right the first time. Every time a missed pickup is called in and a truck is dispatched to return to a customer, that increases the amount of time a truck is on a city-road. While we do not hesitate to return to customers and give them the best customer service possible, we

Figure 38. COVID Outreach. Republic Services delivers food to a Rancho Cordova food drive.



recognize that some of these re-trips could be reduced if we completed services correctly and fully the first time.

Environmental Stewardship

We're committed to partnering with customers to create a more sustainable world. This is our company vision, which is intentionally ambitious because we believe we are uniquely positioned to help our customers achieve their own sustainability goals. Through landfill and fleet innovation, recycling and circularity of key materials, and renewable energy production, we're committed to environmentally responsible operations that increase efficiency, grow our business, and drive performance of our customers' goals.

When supporting a local non-profit or selecting a local vendor, we try to choose organizations that align with our promise – creating a more sustainable world. We use local when possible and allowed for.

Some other efforts we take at the local, internal level, include printing all outreach on paper with 30% recycled content, utilizing an internal 3-bin system at all our offices, using reusable kitchen ware in the office, carpooling to off-site meetings, using local restaurants to cater our events and celebrations, etc.

An example of this was during the first few months of the Covid-19 pandemic. We recognized that many local businesses were struggling. In response, we decided to support our employees, their families, and local businesses all at once. We purchased large quantities of hand sanitizer from local distillery J.J. Pfister so our employees could stay safe. Additionally, we purchased meals for our front-line employees to take home to their families, using local restaurants such as Pho Fresh, El Favorito, and Cattlemens.

Additionally, we support local organizations, such as Leadership Rancho Cordova (LRC). The Sustainability Advisor previously assigned to the City graduated Leadership in 2023, with the City's new Sustainability Advisor beginning Leadership just this month.

Doing our part to help the planet and support local businesses is just one way we are Committed to Serve our communities.

Hazardous Waste

In addition to meeting the base recycling and waste needs of Rancho Cordova is important to recognize that additional waste is generated daily in your community that the residents and commercial owners do not know how to properly dispose.

- Household hazardous waste
- Electronic materials
- Medical/sharps
- Bulbs & batteries

Household hazardous waste. Household hazardous waste consists of materials that pose potential threats to people and the environment, including but not limited to: products marked "flammable," "poisonous," or "hazardous", aerosols, motor oil or canned fuel, fats, oils, grease, paint cans (latex and oil-based), pool chemicals, solvents, household cleaning products, mercury thermometers, personal care products (e.g. medicine, sunscreen, insect repellent, etc.), medicine, lead, acid/wet cell/lithium batteries, toxic materials, propane/oxygen/helium tanks,

*Figure 39. **Covid Outreach.** Republic Services purchases food from Cattlemens in Rancho Cordova during COVID-19 pandemic.*



matches/lighters/flares/ fireworks, oxygen, and small engines.

Republic Services has programs curbside collection programs for *some* of these special collection items. Additionally, we provide outreach to resident about which items we do not currently handle, and how they can safely dispose of them.

If the City is interested in contracting with Republic Services to handle more of these items, we are happy to discuss. Our recent acquisition of US Ecology gives us the resources we need to safely handle hazardous waste.

E-Waste. The proliferation of electronics hardware in this digital age has created a growing need for safe, secure, and responsible electronics recycling programs. Not only do customers need to protect sensitive data from theft, but they must also do their part to prevent hazardous chemicals and elements from polluting the environment. We accept E-waste through the bulk pickup program. Items with hazardous material such as cathode ray tubes (CRTs) are collected by a flat-bed truck, brought to the Elder Creek Transfer Station, and disposed of by a third party partner who responsibly manages such material.

Household batteries. Today, communities and businesses face an increasing number of compliance requirements related to the disposal of battery waste items. These items contain mercury, lead, or other hazardous materials that should not be thrown away with regular waste. Keeping up with compliance requirements can be time-consuming and burdensome. This program is easily added into our normal routes without the addition of another truck on the road, and without the customer having to pick up the phone. Our recycle driver collects bags of batteries curbside and brings them to the Elder Creek Transfer Station for responsible disposal by a third party partner.

Medical Sharps. Republic Services offers a straightforward, cost-effective, confidential and convenient method for proper disposal

of sharps waste. Every year, millions of people use needles and syringes to manage medical conditions at home. This waste stream should never be mixed with household waste, as it poses a health and safety risk for industry workers. Republic Services offers customers a free scheduled pickup service for medical sharps. Kits are ideal for people who use needles at home to treat diabetes, arthritis, cancer or other medical conditions. It's an environmentally responsible way to dispose of the increasing amount of home-generated sharps waste while keeping the community safe.

Education and Outreach Plan

Public education is critical to maintaining an efficient and cost-

Figure 40. US Ecology in Northern California is welcomed by Republic Services of Sacramento.



effective program for environmental services in your community.

The goal of Republic Services' public education and outreach program is to educate residents on industry trends and best practices, and the specific programs in your contract. We do this by engaging community groups and business associations, to educate residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and state requirements.

Republic Services believes that education and outreach are the keys to a sustainable program that benefits all parties. Republic's outreach plan combines programs that are contractually required and specified and "campaigns" that evolve from year to year. We understand that for a message to stick, our audience needs to see the message more than once. Additionally, it is growing harder and harder to catch and sustain someone's attention. That is why we believe in a multi-faceted outreach approach that includes social media, print outreach, in-person interactions, and youth programs.

Continuing Programs

Neighborhood Presentations. Republic Services maintains a relationship with key neighborhood groups in the city, such as the Volunteers in Neighborhood Services (VINS). Republic Services reaches out to them at least once per year, and more when large changes are happening. We are always happy to give presentations, answer questions, and assist neighborhood groups in programs.

Annual Collection Service Guide. Each year during the term of this Agreement, Republic shall publish and distribute a guide to all Residential Customers regarding Residential Services programs. The guide shall contain at a minimum, street sweeping information, definitions of the materials to be collected, procedures for setting out the materials, calendar for setting out recyclables. Overview of the curbside bulky

Education & Outreach

- Direct Access to Folsom Cordova Unified School District as the contracted commercial hauler
- 18 years of experience to refine our approach to educating residents in Rancho Cordova
- Professional corporate graphic design and marketing departments help create professional & purposeful pieces
- Facility Tours
- Age-based curriculum available online

item collection, appointment based sharps collection, mail back sharps collection, curbside household battery collection, holiday tree recycling, used motor oil and filter collection, materials accepted year-round, free annual drop-off at the Elder Creek Transfer Station, and proper HHW disposal. Republic Services will provide this guide no later than Dec 1 every year.

Composting Classes. Republic Services has made relationships with backyard composting instructors and venues to hold such classes. Republic Services will host a minimum of three (3) home composting classes annually. Classes shall be held within the City of Rancho Cordova and shall educate residents on how to compost at home. Each participant shall receive a free bag of starter compost and a backyard composting bin.

Figure 41. Engaging kids through schools. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet.



Oops Tags. Oops tags are our first line of education for residents that have placed unacceptable items at the curb for collection. Drivers and route supervisors will leave an oops tag with the resident if a material cannot be picked up. Oops tags will provide the reason why the item was not picked up as well as a phone number to call for further follow up information.

Holiday Tree Collection Outreach. Two (2) weeks prior to holiday tree collection events, Republic Services will place an advertisement in the local newspaper notifying service recipients of the tree collection event schedule. Republic shall also publicize availability of holiday tree Collection events through online and social media channels.

Bill Messages. On each bill, Republic shall include a brief statement to Residential Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, holiday tree Collection, etc.

Website Resources. Republic Services has a landing page that appears whenever a Rancho Cordova address is put in. The page is continuously updated with the most recent guides and information.

Events. Republic Services will attend city events and sponsor educational, interactive booths.

Campaigns

Republic Services will partner with the City in efforts to increase residential diversion.

Listed here are potential outreach “campaigns” and education programs that Republic Services will execute as part of the education and outreach campaign requirements.

Outreach discussed in this plan aims to achieve high participation and diversion through Recycling and Organic Recyclable Material Collection programs and best practices promotions. Campaigns will consist of an educational theme or topic and accompanying outreach distribution mediums, which may include social media

advertisements (ads), newsprint advertisements, direct mailers, events, and other printed or digitized collateral.

This campaign plan is for year one of the contract and will be followed up with a new annual education and outreach plan to be presented to the City for approval or revision no later than September 30 of each year of the contract.

Some of the proposed campaigns have been proven to work in the past. Some, like the event campaign, are new and were created in an effort to solve an ongoing problem we see in the City.

Campaign 1

Container Contamination Awareness

To reduce contamination in collected material, Republic Services will promote methods of sorting recyclables and organic materials at home. The contents of this effort will include the most common contaminants, information on the container contamination audit process, best methods to reduce contamination, and benefits of participating in the program by sorting waste properly.

- **Postcard.** We will send a 6”x9” postcards, front and back, about cart contamination and the proper procedure for recycling food waste to all homes in the city.
- **Social Media Ad.** We will run a two-week-long social media ad, in the relevant zip codes, about cart

*Figure 42. **Community Events** such as **Meet the Machines** is a perfect way to engage the community.*



contamination and the proper procedure for recycling food waste.

- **Newspaper Ad.** We will run a Newspaper Ad through a local newspaper.
- **Educational Booths.** We will provide printed collateral and other resources at events within the city at which we provide an educational booth.

Campaign 2

Recyclables and Organics Best Practices

To encourage participation in Recycling and Organic Recyclable Material Collection programs, Republic Services will advertise four of the top best practices to provide residents with an improved recycling toolkit. These practices may include useful kitchen pail methods, methods to avoid foul odors from recycled food waste, tips for backyard composting, and steps to ensure the recyclability of your blue cart recyclables. Each best practice will be delivered as a social media advertisement on Facebook and will run for two weeks.

This Campaign can be substituted for a "Did you know" series with information on organics lifecycle, HHW disposal options for Rancho Cordova customers, etc.

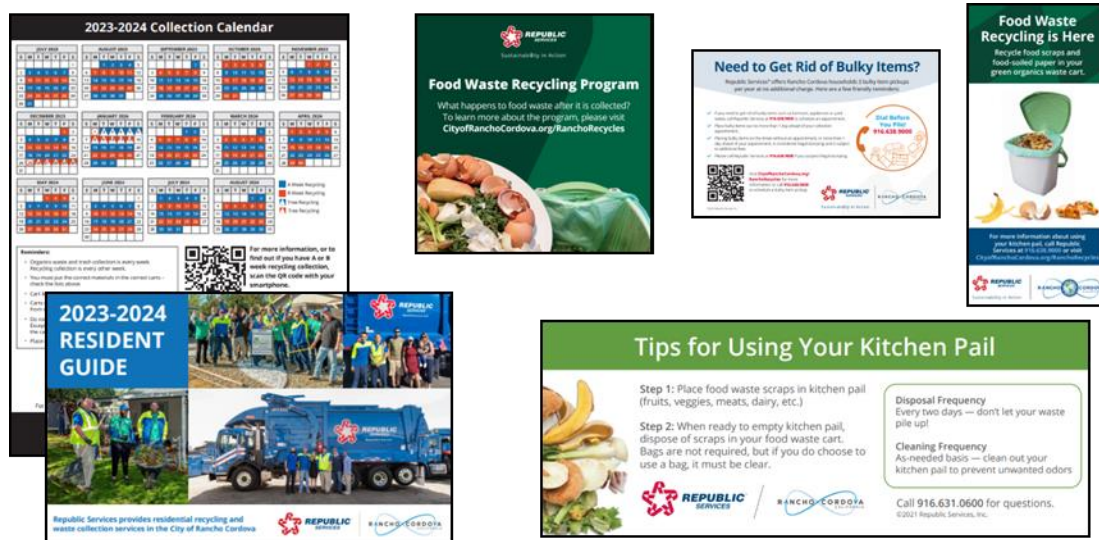
- **Social Media Advertisement.** We will run four (4) two-week-long social media ads, in the relevant zip codes, promoting the best practices for participating in the Recycling and Organic Recyclable Material Collection programs. We will spend a minimum of \$500 toward each advertisement to significantly promote the content.
- **Best Practices flyer.** We will create a flyer containing at least the four best practices chosen to be promoted through social media advertisement.
- **Billboard.** We will pay for a billboard or other large physical medium for advertisement. We will collaborate with the City for the best use of the billboard in regard to this campaign and the overall efforts of solid waste education.

Campaign 3

Plastic Circulatory and the Food Waste Lifestyle

To generate participation in collection programs and educate customers on the recyclables and organic recyclables lifecycles, we will provide outreach directed at all neighborhoods in the city on the lifecycle of organic recyclable materials and recyclables collected through curbside waste

Figure 43. **Outreach** designed in partnership with Rancho Cordova and deployed by Republic Services in the past two years.



services. We will distribute bill insert to customers receiving paper bills and provide the bill insert as a flyer at educational booths attended during the year. Along with the flyer, there will be an interactive activity component to the educational booths that focus on understanding the lifecycle of the materials sorted into the recycling and organic waste carts.

- **Bill Insert.** We will design flyer with the Plastics Circularity and Organic Waste Lifecycle to be included with customer bills. This flyer will be email to customer database.
- **Educational Booth.** We will create a physical, interactive exhibit including components of the Plastics Circularity and Organic Waste Lifecycle to be displayed at no less than three (3) educational booths at city-sponsored events.
- **Social Media Ad.** We will run two (2) two-week-long social media ad Plastics Circularity and Organic Waste Lifecycle.

Campaign 4

Rancho Cordova Super Sorter

To recognize active participants in the recycling and organic recycling programs, this campaign will award one customer each month who meets the qualifications of "Super Sorter" as indicated below. The purpose of this campaign is to increase diversion and reduce the "problem" areas of the Republic's service areas where improvements can be maximized. Republic Services will audit select neighborhoods and pick a total of twelve (12) homes to be credited. This campaign will take place over the course of a one calendar year period. Residents who achieve all campaign collection requirements at the time of audit will be entered to win a one (1) month bill relief credit, so long as their account is in good standing.

- **"Super Sorter" qualifications.** Customers will be deemed "Super Sorters" will qualify by doing each of the following:

- Place all carts out for collection by 6:00 AM
- Face carts the proper direction with lids completely closed.
- Space carts three (3) feet apart from other carts and spaced six (6) feet apart from all other objects (or simply safely apart wherever possible)
- Sort all waste materials into the correct cart.

Deliverables include:

- **Contamination Notice.** We will provide contamination audit tag for carts where contaminated contents are found. Contamination audit tag will be attached on contaminated carts whether the contamination warrants a penalty fee or does not warrant a penalty fee. The goal is to educate at every opportunity to create more "Super Sorters".
- **Social Media Advertisement.** We will create a boosted social media ad to run on social media for one (1) week every second month of each quarter. Advertising will focus on proper material sorting and proper service day procedures.

*Figure 44. **Event** carts and services have the potential to support the local diversion and education effort, instead of being a burden.*



Campaign 5

Sustainability in Events

City events are a great opportunity to disperse information on recycling practices and solid waste services provided. Furthermore, they are an opportunity to capture the right material in the right container. Every event that does not have proper container, signage, and training, is a lost opportunity. When customers see that the City is serious about recycling and organic waste recycling, it reinforces our message: recycling and organic waste recycling are here to stay.

- **Ocean Event Carts.** We will order new event carts made from 20%+PCR content, specifically from plastics collected from ocean and other large bodies of water. The cart body colors will be black for trash, blue for recycle, and brown for food waste. The total amount of carts ordered will be able to service the City's biggest event of the year, the 4th of July Celebration.

What sets these carts apart from the current event carts is three things.

- **Strategically Placed Labels.** The cart labels will be strategically placed so that if the lid is open through the entirety of the event, the message will still be seen by event goers. The carts will be full body colored. We are in discussions with Rehrig about possibly placement of hot stamps and in mold graphics.
- **Ocean Plastic.** These carts will have some PCR sourced from plastic ocean debris. Our partner Rehrig is able to provide us this unique cart that is perfectly in line with our vision and Rancho Cordova's Climate Action & Adaptation Plan.
- **Signage.** We will design signage to display for the carts and for the event boxes used at events. The signage will include items allowed to be disposed of in the containers using graphics and labels. The items included in the signage will be common items used at events such as plastic silverware, plastic and foam cups, food-soiled paper items such

as paper plates and napkins, straws, food takeout containers, etc. The default "sign" or "label" does not quite capture the items we are accustomed to seeing at events.

Besides the new carts and improved labeling/signage to accompany them, here are some deliverables that will make Rancho Cordova's events go above and beyond:

- **Event Guides.** We will create educational and event coordination-based collateral for use by event coordinators, by event staff, event vendors, and for event attendees.
 - For event coordinators, we will create a best-practices guide to help them navigate the solid waste aspect of an event. This can include a protocol for requesting event services from Republic Services, tips and tricks for cart placement, why proper separation matter, how to encourage vendors to invest in the plan, best practices for where containers should be and how they should be paired together, how they can train volunteers/staff who handle waste throughout the day, etc.
 - For event staff, we will create a one-pager (front and back) with a list of the most common materials to be disposed of in each bin. Event staff will be able to study the content or keep on their person so answer disposal questions.
 - For event vendors, we will create a welcome flyer that describes general

Figure 45. **Summer Camp Tour** at Elder Creek Transfer Station in 2023.



expectations in regard to proper disposal. It will also include tips for them to help reduce the distribution of “non-recyclable” items

- **Sustainable Events Training.** We will host a training for Cordova Community Council and any City staff who plan or coordinate events. The training content will encompass the new events services carts, updates and resources, strategies to make the event more sustainable through solid waste services, best practices for waste service coordination and sorting, and a Q&A segment.

School Outreach

Republic Services understands that it is the intent of the city to accept a check for \$100,000 in lieu of a full-time coordinator who provides school presentations. We are prepared for that to change from year-to-year, and to accommodate. Additionally, Republic Services has an extra enhanced school presentation program to propose. Republic Services will develop and distribute educational material and presentations to Rancho Cordova schools regardless of the City electing to receive the community outreach check or not.

Republic Services plans to partner with Mackenzie Weiser and Splash Water and Wildlife Education (Splash) or another third-party to research, develop, and distribute education to students of all ages in Rancho Cordova schools. The program will encompass topics including the history and future of environmental services, plastic circularity, waste lifecycles, and food waste recycling at home and at school.

Additionally, Republic Services will seek the City’s feedback and suggestions on the scope and implementation of the program. The content of the program will be tailored to the grade level of the student audience and the distribution setting of the collateral or presentation. The distribution of the education will be determined by the guidance and expertise of the City and its schools, Splash, and Republic Services but

could come in the form of printed materials, school assembly seminars, educational booths at school events, or interactive classroom presentations.

Through the act of fostering relationship in the community, Republic Services has found partners like Splash whose visions are aligned with that of Republic Services. Partnerships such as this are mutually beneficial for Splash, Republic Services, and the City of Rancho Cordova.

Education and Outreach Financial Contribution

Republic Services proposes inserting \$40,000 on line 2383 of the draft franchise agreement. This amount would cover four (4) campaigns, and any additional money would go to the City. For reference, during SB 1383 implementation, this number was \$35,000 in year 1.

Republic Services will execute five campaigns in year 1, with the Event campaign being a one-time start-up campaign. All subsequent years, Republic Services will conduct four (4) campaigns.

Education and Outreach programs and services required elsewhere in the draft franchise agreement do not count toward the \$40,000. The \$40,000 is reserved for campaigns and additional outreach not specified in the contract. The below education and outreach programs and services will be funded by Republic Services *without depleting the \$40,000*:

- Neighborhood presentations
- Annual customer service guide
- Compost workshops
- Oops Tags
- Scholarships
- Holiday tree collection advertisements
- Price increase bill inserts
- School presentations
- Events (booths, giveaways, collateral)
- Website Resources
- Oops Tags and Contamination Audit Tags

ITEM 20.1.



ATTACHMENT 4

Proposal for Residential Solid Waste
Services and Street Sweeping Services
Contract –City of Rancho Cordova

Forms



Form A: Communication Protocol

Form A
COMMUNICATION PROTOCOL

The City of Rancho Cordova commits to a procurement process for Residential Solid Waste Services and Street Sweeping Contract to be open, objective, and carefully monitored. The following rules will be adhered to and enforced.

Until the Rancho Cordova City Council awards the Residential Solid Waste Services and Street Sweeping Contract, all contact between participants, participant's sub-Proposers, participant's subconsultants, participant's affiliates, participants lobbyists, legal or political advisors, or any individual or entity that may be assisting the participant in preparing a response to this RFP, or providing work to the participant should participant be selected, and the City of Rancho Cordova, shall be in writing by email to:

City of Rancho Cordova
Scott Hanin

Email: ranhocordovaswrfp@gmail.com

All communications between the City of Rancho Cordova and a participant, along with the related responses, will be transmitted simultaneously to all participants that have signed into and attended the MANDATORY pre-proposal video conference and will be included as part of the evaluation record.

Any participant who fails to recognize or use this process of communication will be notified of its violation and may be subject to disqualification from the selection process at the sole discretion of the City of Rancho Cordova.

Any contact or attempt to contact or directly interact with any elected or appointed official for the purpose of obtaining information or influencing the RFP Process, including the selection process, Form A must be disclosed and will be grounds for *determination of non-compliance and disqualification from the selection process.*

All participants must acknowledge and sign this statement as part of the RFP process. All participants must provide a signed version of this statement electronically three (3) days prior to the **MANDATORY** pre-proposal video conference. Participants that do not provide this signed statement will be disqualified from this procurement process.

On behalf of my company/agency, I understand and accept the rules established in this statement.

Company Name: Allied Waste Services of North America, LLC dba Republic Services of Sacramento

(Print or Type)

Representative: Annah Rulon Title: Municipal Sales Manager

(Print or Type)

Primary Representative Phone Number: 916.475.4182

Primary Representative Email: arulon@republicservices.com

Signature:  Date: 6.29.2023

(Sign in Ink)



Form B: Proposer's Statement of Organization

Form B
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer)

Allied Waste Services of North America, LLC dba Republic Services of Sacramento

Principal Business Address:

3326 Fitzgerald Rd

Rancho Cordova, CA 95742

2. Principal Contact Person(s):

Name: Annah Rulon

Phone Number: 916.475.4182

3. Form of Business Concern:

☐ Corporation ☐ Partnership ☐ Joint Venture ☒ LLC ☐ Other: _____

4. Provide names of partners or officers, as appropriate, and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally Bind the Proposer.

Kevin Divincenzo	2125 Oak Grove Rdm Suite 110, Walbut Creek,
Name, Title	Address

_____	_____
Name, Title	Address

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

5. If a Joint Venture, LLC, or Partnership, date of Agreement:

Month Day Year

Form B (continued)
PROPOSER'S STATEMENT OF ORGANIZATION

6. List all subcontractors participating in this Residential Solid Waste Services and Street Sweeping Contract:

a) SCA of CA, LLC	4141 Rockside Rd, Suite 110, Seven Hills, OH
Name	Address
216.777.2750	pamaral@sweepingcorp.com
Phone Number	Email Address
b)	
Name	Address
Phone Number	Email Address

7. Outline specific areas of responsibility for each firm listed in Question 7. Please include total hours and percentage of time subcontractor will spend on the project.

Street Sweeping - 5%

a) _____

b) _____

c) _____

d) _____

8. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

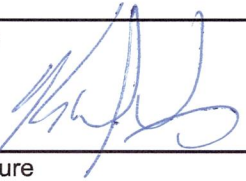
N/A

9. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

N/A



Form C: Certification of Non-Gratuities

Form C CERTIFICATION OF NON-GRATUITIES	
TO: THE CITY OF RANCHO CORDOVA	
CERTIFICATION	
This is a written certification, signed under penalty of perjury, stating that no persons acting on behalf of Allied Waste Services of North America, LLC dba Republic Services of Sacramento has paid, or offered or attempted to pay, any elected or appointed official, officer or employee of the City any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Residential Solid Waste Services and Street Sweeping Contract .	
Kevin Divincenzo	Area President
Name	Title
	7/20/2020
Signature	Date



Form D: Container Specifications

Form D
NEW OR REUSED CART SPECIFICATIONS
(complete one form for each service offered)

1.	Select Services Provided	2.	Will the Container Be New or Used?
☒	Garbage	☒	New
☐	Recyclable Material	☐	
☐	Organic Recyclable Material (Yard Trimmings <u>and</u> Food Waste)	☐	
3.	Manufacturer: Rehrig		
4.	Material of Construction: UV-stabilized HDPE		
5.	Recycled Content (percentage): City average of 42% Post Consumer Recyclate on black trash		
6.	Manufacturing Method (rotational molding, injection molding, other): Injection Molding		

Form D
NEW OR REUSED CART SPECIFICATIONS
(complete one form for each service offered)

1.	Select Services Provided	2.	Will the Container Be New or Used?
☐	Garbage	☒	New
☐	Recyclable Material	☐	
☒	Organic Recyclable Material (Yard Trimmings <u>and</u> Food Waste)	☐	
3.	Manufacturer: Rehrig		
4.	Material of Construction: UV-stabilized HDPE		
5.	Recycled Content (percentage): City average of 42% Post Consumer Recyclate on green organics		
6.	Manufacturing Method (rotational molding, injection molding, other): Injection Molding		

Form D
NEW OR REUSED CART SPECIFICATIONS
(complete one form for each service offered)

1.	Select Services Provided	2.	Will the Container Be New or Used?
☐	Garbage	☒	New
☐	Recyclable Material	☐	
☒	Organic Recyclable Material (Yard Trimmings <u>and</u> Food Waste)	☐	
3.	Manufacturer: Rehrig		
4.	Material of Construction: UV-stabilized HDPE		
5.	Recycled Content (percentage): City average of 42% Post Consumer Recyclate on green organics		
6.	Manufacturing Method (rotational molding, injection molding, other): Injection Molding		



Form E: Vehicle Specifications

Form E VEHICLE SPECIFICATIONS (Complete 1 form for each vehicle of service provided/indicate new or used)			
1. Select Service: ☒ Garbage ☐ Recyclable Material ☐ Organic Recyclable Material ☐ Other: _____			
New ☐ or Refurbished ☒			
2. Manufacturer and Model a. Cab and Chassis <u>PETERBILT 520</u> b. Body <u>HEIL DURAPACK RAPID RAIL</u> c. Engine <u>CUMMINS ISLG NZ</u> d. Transmission <u>ALLISON 3000RDS</u>			
3. Cab and Chassis: a. Cab Height <u>114 INCHES</u> b. Number of Axles <u>4</u> c. Overall Length with Body Mounted <u>399 INCHES</u>			
4. Body: a. Type of Body <u>AUTOMATED SIDE LOADER</u> b. Rated Capacity <u>28 YARDS</u> c. Practical or Net Capacity <u>28 YARDS</u>			
d. No. of Collection Compartments <u>1</u> e. Net Capacity of Each Compartment <u>28 YARDS</u> cubic yards f. Overall Body Length <u>312 INCHES</u> inches g. Body Height <u>144 INCHES</u> inches h. Body Width <u>94 INCHES</u> inches i. Loading Height Above Ground <u>175 INCHES</u> Minimum <u>190 INCHES</u> Maximum (inches) (inches)			
5. Weight <u>57,500LBS</u> GVW (lbs.) <u>varies. See proposal</u> Tare (lbs.)			
6. Will the vehicles be owned, leased, or other? <u>Owned</u>			
7. Purchase/lease cost of each vehicle <u>\$ \$374,000</u>			
8. Fuel type <u>CNG</u>			
9. Fuel usage <u>4.23.</u> mpg			
10. Emissions rating			
11. CO <u>0.3</u> g/bhp/hr.			
12. HC (total hydrocarbons) <u>NA</u> g/bhp/hr.			
13. NO_x <u>0.004</u> g/bhp/hr.			
a. Particulate Matter <u>0.000</u> g/bhp/hr.			
b. Safety Features Reverse Beeping to warn surrounding pedestrians and vehicles, In-cab cameras that speak to you when unsafe driving is detected.			
c. Color <u>Blue</u>			
d. GPS Monitoring and Tracking Features <u>Enabled</u>			

Form E VEHICLE SPECIFICATIONS (Complete 1 form for each vehicle of service provided/indicate new or used)			
1. Select Service: ☒ Garbage ☐ Recyclable Material ☐ Organic Recyclable Material ☐ Other: _____			
New ☐ or Refurbished ☒			
2. Manufacturer and Model a. Cab and Chassis PETERBILT 520 b. Body HEIL COMMAND SST c. Engine CUMMINS LN9 CNG d. Transmission ALLISON 3000RDS			
3. Cab and Chassis: a. Cab Height 103 INCHES b. Number of Axles 4 c. Overall Length with Body Mounted 392 INCHES			
4. Body: a. Type of Body AUTOMATED SIDE LOADER b. Rated Capacity 28 YARDS c. Practical or Net Capacity 10 TONS			
d. No. of Collection Compartments 1 e. Net Capacity of Each Compartment 28 YARDS cubic yards f. Overall Body Length 294 INCHES inches g. Body Height 143 INCHES inches h. Body Width 94 INCHES inches i. Loading Height Above Ground 156 INCHES Minimum 192 INCHES Maximum (inches) (inches)			
5. Weight 57,500LBS GVW (lbs.) 36,500 Tare (lbs.)			
6. Will the vehicles be owned, leased, or other? OWNED			
7. Purchase/lease cost of each vehicle \$ 388,631.30			
8. Fuel type CNG			
9. Fuel usage 4.23 mpg			
10. Emissions rating			
11. CO 0.3 g/bhp/hr.			
12. HC (total hydrocarbons) NA g/bhp/hr.			
13. NO_x 0.004 g/bhp/hr.			
a. Particulate Matter 0.000 g/bhp/hr.			
b. Safety Features Reverse Beeping to warn surrounding pedestrians and vehicles, In-cab cameras that speak to you when unsafe driving is detected			
c. Color Blue			
d. GPS Monitoring and Tracking Features Enabled			

Form E VEHICLE SPECIFICATIONS (Complete 1 form for each vehicle of service provided/indicate new or used)			
1. Select Service: ☐ Garbage ☒ Recyclable Material ☒ Organic Recyclable Material ☐ Other: _____			
New ☐ or Refurbished ☒			
2. Manufacturer and Model a. Cab and Chassis AUTOCAR EXPEDITOR b. Body HEIL CUROTTO c. Engine CUMMINS ISLG d. Transmission ALLISON 3000RDS			
3. Cab and Chassis: a. Cab Height 100 INCHES b. Number of Axles 4 c. Overall Length with Body Mounted 391 INCHES			
4. Body: a. Type of Body RESIDENTIAL FRONTLOADER b. Rated Capacity 28 YARDS c. Practical or Net Capacity 28 YARDS			
d. No. of Collection Compartments 1 e. Net Capacity of Each Compartment 28 YARDS cubic yards f. Overall Body Length 391 INCHES inches g. Body Height 160 INCHES inches h. Body Width 100 INCHES inches i. Loading Height Above Ground 244 Minimum 256 Maximum (inches) (inches)			
5. Weight 57500LBS GVW (lbs.) 39,520 Tare (lbs.)			
6. Will the vehicles be owned, leased, or other? OWNED			
7. Purchase/lease cost of each vehicle \$ 348,733.93			
8. Fuel type CNG			
9. Fuel usage 3.19 mpg			
10. Emissions rating			
11. CO 0.3 g/bhp/hr.			
12. HC (total hydrocarbons) NA g/bhp/hr.			
13. NO_x 0.004 g/bhp/hr.			
a. Particulate Matter 0.000 g/bhp/hr.			
b. Safety Features Reverse Beeping to warn surrounding pedestrians and vehicles, In-cab cameras that speak to you when unsafe driving is detected			
c. Color Blue			
d. GPS Monitoring and Tracking Features Enabled			

Form E VEHICLE SPECIFICATIONS (Complete 1 form for each vehicle of service provided/indicate new or used)			
1. Select Service: ☐ Garbage ☒ Recyclable Material ☒ Organic Recyclable Material ☐ Other: _____			
New ☐ or Refurbished ☒			
2. Manufacturer and Model a. Cab and Chassis PETERBILT 520 b. Body MCNEILUS MERIDIAN c. Engine CUMMINS ISLG d. Transmission ALLISON 3000RDS			
3. Cab and Chassis: a. Cab Height 100 INCHES b. Number of Axles 4 c. Overall Length with Body Mounted 408 INCHES			
4. Body: a. Type of Body RESIDENTIAL FRONT END LOADER b. Rated Capacity 28 YARDS c. Practical or Net Capacity 10 TONS			
d. No. of Collection Compartments 1 e. Net Capacity of Each Compartment 28 YARDS cubic yards f. Overall Body Length 375 INCHES inches g. Body Height 162 INCHES inches h. Body Width 96 INCHES inches i. Loading Height Above Ground 252 INCHES Minimum 264 INCHES Maximum (inches) (inches)			
5. Weight 57,500LBS GVW (lbs.) 40,320 Tare (lbs.)			
6. Will the vehicles be owned, leased, or other? OWNED			
7. Purchase/lease cost of each vehicle \$ 379,538.04			
8. Fuel type CNG			
9. Fuel usage 3.19 mpg			
10. Emissions rating			
11. CO 0.3 g/bhp/hr.			
12. HC (total hydrocarbons) NA g/bhp/hr.			
13. NO_x 0.004 g/bhp/hr.			
a. Particulate Matter 0.000 g/bhp/hr.			
b. Safety Features Reverse Beeping to warn surrounding pedestrians and vehicles, In-cab cameras that speak to you when unsafe driving is detected			
c. Color Blue			
d. GPS Monitoring and Tracking Features Enabled			

Form E VEHICLE SPECIFICATIONS (Complete 1 form for each vehicle of service provided/indicate new or used)			
1. Select Service: ☐ Garbage ☐ Recyclable Material ☐ Organic Recyclable Material ☒ Other: <u>BULKY WASTE</u>			
New ☐ or Refurbished ☒			
2. Manufacturer and Model a. Cab and Chassis <u>PETERBILT 520</u> b. Body <u>HEIL STANDARD REAR LOADER</u> c. Engine <u>CUMMINS ISLG</u> d. Transmission <u>ALLISON 3000RDS</u>			
3. Cab and Chassis: a. Cab Height <u>120 INCHES</u> b. Number of Axles <u>4</u> c. Overall Length with Body Mounted <u>471 INCHES</u>			
4. Body: a. Type of Body <u>REAR END LOADER</u> b. Rated Capacity <u>32 YARDS</u> c. Practical or Net Capacity <u>32 YARDS</u>			
d. No. of Collection Compartments <u>1</u> e. Net Capacity of Each Compartment <u>32 YARDS</u> cubic yards f. Overall Body Length <u>351 INCHES</u> inches g. Body Height <u>142 INCHES</u> inches h. Body Width <u>94 INCHES</u> inches i. Loading Height Above Ground <u>46 INCHES</u> Minimum <u>96 INCHES</u> Maximum (inches) (inches)			
5. Weight <u>58000LBS</u> GVW (lbs.) <u>39300</u> Tare (lbs.)			
6. Will the vehicles be owned, leased, or other? <u>OWNED</u>			
7. Purchase/lease cost of each vehicle <u>\$ \$288,691.54</u>			
8. Fuel type <u>CNG</u>			
9. Fuel usage <u>4.49</u> mpg			
10. Emissions rating			
11. CO <u>0.3</u> g/bhp/hr.			
12. HC (total hydrocarbons) <u>NA</u> g/bhp/hr.			
13. NO_x <u>0.001</u> g/bhp/hr.			
a. Particulate Matter <u>0.000</u> g/bhp/hr.			
b. Safety Features Reverse Beeping to warn surrounding pedestrians and vehicles, In-cab cameras that speak to you when unsafe driving is detected			
c. Color <u>Blue</u>			
d. GPS Monitoring and Tracking Features <u>Enabled</u>			

Form E
VEHICLE SPECIFICATIONS

(complete one form for each vehicle of service provided - indicate new or used)

1. Select Service			
☐ Garbage	☐ Recyclable Material	☐ Organic Recyclable Material	☒ Other: Street Sweep
☐ New or ☐ Refurbished			
2. Manufacturer and Model			
a. Cab and Chassis	2019 Freightliner m2 Tymco 600		
b. Body	2019 Freightliner m2 Tymco 600		
c. Engine	2019 Freightliner m2 Tymco 600		
d. Transmission	2019 Freightliner m2 Tymco 600		
3. Cab and Chassis:			
a. Cab Height	118 in		
b. Number of Axles	2		
c. Overall Length with Body Mounted	278 in		
4. Body:			
a. Type of Body	Freightliner M2		
b. Rated Capacity	5.4 gal		
c. Practical or Net Capacity	3.8 gal		
d. Number of Collection Compartments	1		
e. Net Capacity of Each Compartment	6	cubic yards	
f. Overall Body Length	278	inches	
g. Body Height	118	inches	
h. Body Width	118	inches	
i. Loading Height Above Ground	118 in	Minimum (inches)	Maximum (inches)
5. Weight	21,375	GVW (lbs.)	26,000 Tare (lbs.)
6. Will the Vehicles be Owned, Leased, or Other?	Owned		
7. Purchase / Lease Cost of Each Vehicle	\$ 255,000		
8. Fuel Type	Diesel		
9. Fuel Usage	10	mpg	
10. Fuel Usage		g/bhp/hr.	
11. CO		g/bhp/hr.	
12. HC (total hydrocarbons)		g/bhp/hr.	
13. No_x	16	g/bhp/hr.	
a. Particulate Matter		g/bhp/hr.	
b. Safety Features	Alternating LED rear flashers (2) Back-up alarm		
c. Color	white		
d. GPS Monitoring and Tracking Features	Intellishift		



Form F: Non-Collusion Affidavit of Proposer

Form F
NON-COLLUSION AFFIDAVIT OF PROPOSER and
DISCLOSURE OF NON-COMPETE AGREEMENTS

State of California County of Sacramento, being duly sworn, deposes and says that:

1. He/She is Kevin Divincenzo of Allied Waste Services of North America LLC, dba Republic Services of Sacramento, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Residential Solid Waste Services and Street Sweeping Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Residential Solid Waste Services and Street Sweeping Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost component of the proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Rancho Cordova, CA or any person interested in the proposed Residential Solid Waste Services and Street Sweeping Contract ; and
5. The rate proposal in the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. Proposer must list the name of any and all other solid waste service providers and/or affiliates that it has a "non-compete" agreement with that prohibits the other solid waste services provider from proposing on services as requested in this RFP. Failure to disclose this information will result in immediate disqualification from this RFP process.

Signed

Title



Form G: Service Recipient Rate Proposal Summary and Signature

Form G
SERVICE RECIPIENT RATE PROPOSAL SUMMARY AND SIGNATURE

In preparing the Rate Proposal Forms Proposers should be aware of the following:

All collection service rates proposed on these forms for City of Rancho Cordova shall be fixed through February 28, 2024 and should reflect service requirements as specified in the Residential Solid Waste Services and Street Sweeping Contract.

The Undersigned hereby certifies as follows:

That Kevin D. Vincenzo have personally and carefully examined the specifications and instructions for the work to be done as set forth in Sections A - F of this RFP and the Draft Residential Solid Waste Services and Street Sweeping Contract (Attachment 2).

That Kevin D. Vincenzo have made examination of the services as applicable to the proposal, and fully understand the character of the work to be done.

That Kevin D. Vincenzo agrees to pay the City the Reimbursement for the Cost of the Procurement Process within 60 days of award of the Residential Solid Waste Services and Street Sweeping Contract.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Residential Solid Waste Services and Street Sweeping Contract, at the service rates set forth on the Rate Proposal Forms set forth below:

PROPOSER: Allied Waste Services of North America, LLC dba Republic Services

President/Partner/Owner/Managing Member Kevin Divincenzo

Secretary _____

Firm Name _____

Individual: ☐ Partnership ☐ Joint Venture ☒ LLC

Corporation: ☐ A Corporation (State of Incorporation) ☐

SIGNATURE INSTRUCTIONS:

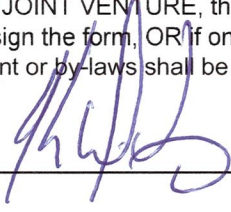
If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the proposal.

Signature: 

Date: 9/7/2023



Form H: Pass/Fail Requirements

Form H
PASS/FAIL REQUIREMENTS

PROPOSER NAME: Kevin Divincenzo

(name of the entity that will sign the Residential Solid Waste Services and Street Sweeping Contract in the event one is awarded)

Key Contact Information

Name: Annah Rulon

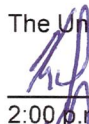
Title: Municipal Sales Manager

Address: 8642 Elder Creek Road, Sacramento, CA 95828

Telephone Number: 916.475.4182

Email: arulon@republicservices.com

The Undersigned hereby certifies as follows (initial next to each statement):

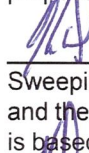
 The Proposer has attended the MANDATORY pre-proposal video conference held on July 13, 2023 at 2:00 p.m. PDT.

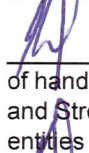
 The Proposer has provided all required items in Section 1 of their Proposal, including Cover Letter, Executive Summary, Proposal Bond, Performance Bond Commitment Letter, and Signed Copies of Addenda.

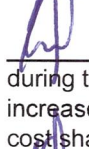
 The Proposer certifies that Proposer has agreed to meet the specifications and instructions for the services to be done as set forth in Sections A - F of this RFP.

 The Proposer certifies that Proposer has agreed to meet the specifications and requirements as set forth in the Draft Residential Solid Waste Services and Street Sweeping Contract (Attachment 2).

 The Proposer certifies that Proposer has made an examination of the services as applicable to the proposal, and fully understands the character of the work to be done.

 The Proposer warrants that the requirements of the Draft Residential Solid Waste Services and Street Sweeping Contract as described in this RFP, its enclosures, and all addenda have been thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts upon which the proposal is based.

 The Proposer certifies that all proposed transfer and processing facilities are fully permitted and capable of handling the City of Rancho Cordova's Solid Waste during the term of the Residential Solid Waste Services and Street Sweeping Contract. Processing facilities must have appropriate permits from all applicable regulatory entities (including but not limited to CalRecycle and the Local Enforcement Agency) in place at all times.

 The Proposer agrees to pay up to \$65,000 of the cost of each of the two (2) Performance Reviews, during the initial term of the Agreement. This amount will be escalated annually by the same percentage increase of percentage change in the "Consumer Price Index" (CPI) used to adjust customer rates. Adjusted cost shall be rounded to the nearest cent.

 The successful Proposer agrees to submit a Performance Bond or Letter of Credit in the amount of one million dollars (\$1,000,000) effective August 1, 2023.

 The Proposer agrees to reimburse the City for the solicitation, evaluation and award of this procurement process, in an amount set by the City. This one-time payment is due and payable to the City within thirty (30) days after the Effective Date of the Residential Solid Waste Services and Street Sweeping Contract.

 The Proposer acknowledges the validity of the proposal contents, including proposed Service Rates and pricing for a period of one hundred eighty (180) days from the proposal due date.

Form H (continued)
PASS/FAIL REQUIREMENTS

Having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work within the time fixed and upon the terms and conditions provided in the Draft Residential Solid Waste Services and Street Sweeping Contract (Attachment 2), at the service rates set forth on Form K (Attachment 1):

PROPOSER: Allied Waste Services of North America, LLC dba Republic Services of Sacramento

President/Partner/Owner/Managing Member Kevin Divincenzo

Secretary _____

Firm Name _____

Individual: ☐ Partnership ☐ Joint Venture ☒ LLC

Corporation: _____, A Corporation (State of Incorporation) ☐

SIGNATURE INSTRUCTIONS:

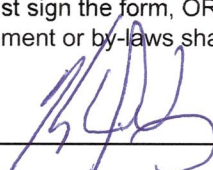
If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the proposal.

Signature: 

Date: 9/7/2023



Form I: Notice to Proposers Regarding Contractual Requirements

FORM I: NOTICE TO PROPOSERS REGARDING CONTRACTUAL REQUIREMENTS**Residential Solid Waste Services and Street Sweeping Contract
City of Rancho Cordova, California****1. SUMMARY OF CONTRACT REQUIREMENTS**

- a. A contract is required for any service performed on behalf of the City. Work cannot begin until the contract has been fully executed by both parties.

2. SUMMARY OF INSURANCE REQUIREMENTS

- a. These are the Insurance Requirements for Proposers providing services or supplies to the City. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. When Contract documents are executed, the actual Contract language and Insurance Requirements may include additional provisions as deemed appropriate by City's Risk Manager.
- b. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Proposer's liability under this agreement. The full coverage and limits afforded under Proposer's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 - all the Insurance coverage and limits carried by or available to the Proposer; or 2 - the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.
- c. Proposer shall furnish the City with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

3. INSURANCE**a. General Insurance Requirements**

- i. All insurance shall be primary insurance and shall name City of Rancho Cordova as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.
- ii. If the operation under this Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then Proposer agrees that

the minimum limits hereinabove designated shall be changed accordingly upon written request by the Risk Manager.

- iii. Proposer agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Proposer may be held responsible for the payment of damages to persons or property resulting from Proposer's activities, the activities of its subcontractor or the activities of any person or persons for which Proposer is otherwise responsible.
- iv. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the City's Risk Manager shall be submitted to City prior to execution of this Agreement on behalf of the City.
- v. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums otherwise, without 30 days prior written notice of amendment or cancellation to City. In the event the said insurance is canceled, Proposer shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.
- vi. All required insurance must be in effect prior to awarding this Agreement, and it or a successor policy must be in effect for the duration of this Agreement. Maintenance of proper insurance coverage is a material requirement of this Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If Proposer, at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, City shall be permitted to obtain such insurance in Proposer's name at Proposer's sole cost and expense, or may terminate this Agreement for material breach.
- vii. Without limiting any other Proposer obligation regarding insurance, should Proposer's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, Proposer must notify City within 24 hours of receipt of notice of cancellation. Furthermore, Proposer must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. Proposer must ensure that there is no lapse in coverage.

b. General Liability and Property Damage Insurance

- i. Proposer agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, and property damage, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of Proposer, its subcontractor, or any person acting for Proposer or under its control or direction, and also to protect against loss from liability imposed

by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Proposer, or its subcontractor, or any person acting for Proposer, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$5,000,000 per occurrence will be considered equivalent to the required minimum limits.

c. Automotive Insurance

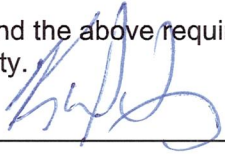
- i. Proposer shall procure and maintain public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$5,000,000 combined single limit. If Proposer does not use automobiles in performing its work under this Agreement, Proposer shall provide a waiver releasing City from all liability resulting from Proposer's use of personal vehicles under this Agreement.

d. Worker's Compensation Insurance

- i. Proposer shall procure and maintain Worker's Compensation Insurance in the amount of \$3,000,000 per occurrence or as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both Proposer and City against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by Proposer in the course of carrying out this Agreement.
- ii. Waiver of Subrogation: The insurer(s) agree to waive all rights of subrogation against City, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of the workers compensation policy which arise from work performed by Proposer for City.

Questions and requests for modification of these terms must be negotiated and approved prior to bid closing and are at the full discretion of the City.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City.

Authorized Signature:  Date: 7/20/2023

Printed Name: Kevin Divincenzo



Form J: References

FORM J: REFERENCES**PROPOSAL NO. _____**

Residential Solid Waste Services and Street Sweeping Contract

City of Rancho Cordova, California

The following are the names, addresses, and telephone numbers of three public agencies for which Proposer has performed work of a similar scope and size within the past 3 years. If the instructions on this form conflict with the references requested in the scope of work, the scope of work shall govern. Complete this form out accordingly. Fill out this form completely and upload it with your proposal.

1. City of Elk Grove - 8400 Laguna Palms Way, Elk Grove, CA 95758

Name and Address of Owner / Agency

Sean Gallagher - sgallagher@elkgrovecity.org - 916.687.3041

Name, email and Telephone Number of Person Familiar with Project

\$17 million / yr	Residential Franchise w/ commercial city services, event, cleanups, etc.	In progress
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Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

2. City of Citrus Heights - 6360 Fountain Square Drive, Citrus Heights, CA 95621

Name and Address of Owner / Agency

Mary Poole - mpoole@citrusheights.net - 916.727.4730

Name, email and Telephone Number of Person Familiar with Project

\$9 million / yr	Residential Franchise w/ commercial city services, event, cleanups, etc.	In progress
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Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

3. City of Sacramento / Old Sacramento

Name and Address of Owner / Agency

Dustin Hollingsworth - djhollingsworth@cityofsacramento.org - 916.808.5538

Name, email and Telephone Number of Person Familiar with Project

\$92,000 / yr	Shared Commercial/MF services and used kitchen oil collection	In progress
---------------	---	-------------

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom Proposer intends to procure insurance bonds:

USI Insurance Services



Form K: Service Rate Proposals

Form K (continued)
SERVICE RATES PROPOSAL

Base Rates are using the current carts,
Kiefer Landfill, and three large item pick-ups

	7/1/2024 Rates Republic	BASE PROPOSAL Option 1 Kiefer Landfill	Option 2 Alternate Landfill (optional)	Option 3 New Carts	Option 4 Two Large Item Collections	Service Alternative
Desired Landfill		Kiefer	Forward	Forward	Forward	NA
32-gallon trash can	\$28.95	\$35.03	\$32.38	\$35.81	\$32.38	NA
64-gallon trash can	\$34.47	\$41.71	\$38.56	\$42.64	\$38.56	NA
96-gallon trash can	\$45.91	\$55.55	\$51.36	\$56.79	\$51.36	NA
Street Sweeping	\$1.09	\$1.32	\$1.22	\$1.35	\$1.22	NA
Additional large item/yard (over 10 yards)	\$11.34	\$13.72	\$12.69	\$14.03	\$12.69	NA
Late set-out trash per cart (same day)	\$7.34	\$8.88	\$8.21	\$9.08	\$8.21	NA
Late set-out trash per cart (next day)	\$12.45	\$15.06	\$13.93	\$15.40	\$13.93	NA
Late set-out recycle per cart (same day)	\$6.68	\$8.08	\$7.47	\$8.26	\$7.47	NA
Late set out recycle per cart (next day)	\$10.38	\$12.56	\$11.61	\$12.84	\$11.61	NA
Late set-out green waste/cart (same day)	\$6.68	\$8.08	\$7.47	\$8.26	\$7.47	NA
Late set-out green waste/ cart (next day)	\$11.80	\$14.28	\$13.20	\$14.60	\$13.20	NA
Extra 32-gallon trash cart	\$7.89	\$9.55	\$8.83	\$9.76	\$8.83	NA
Extra 64-gallon trash cart	\$11.08	\$13.41	\$12.39	\$13.71	\$12.39	NA
Extra 96-gallon trash cart	\$15.68	\$18.97	\$17.54	\$19.40	\$17.54	NA
Extra recycle cart	\$2.98	\$10.83	\$9.99	\$11.07	\$9.99	NA
Extra green waste cart	\$5.12	\$12.40	\$11.46	\$12.66	\$11.46	NA
Extra cart exchange	\$33.05	\$39.99	\$36.97	\$40.88	\$36.97	NA
Recycle contamination charge	\$23.34	\$28.24	\$26.11	\$28.87	\$26.11	NA
Green waste contamination charge	\$23.34	\$28.24	\$26.11	\$28.87	\$26.11	NA
32-gallon cart replacement with delivery	\$78.08	\$94.48	\$87.34	\$96.59	\$87.34	NA
64-gallon cart replacement with delivery	\$83.35	\$100.85	\$93.24	\$103.11	\$93.24	NA
96-gallon cart replacement with delivery	\$88.56	\$107.27	\$99.17	\$109.66	\$99.17	NA

The monthly fees for residential waste collection and recycling services are dependent on the garbage can size. The monthly fees cover the following services: curbside collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public education and outreach; customer service and billing; the bulky item program and illegal dumping collection; street sweeping; and one additional free recycling or organics cart.

CITY DIRECT CHARGES		
Debris Collection Service above 2,000 yd ³ (Section 12.02.2)	\$75	Per Ton
Street Sweeping Other Associated Work (Section 17.23.1)	\$130	Per Vehicle per Hour
Emergency Services Hourly Rate (Section 19.01)	\$209.47	Per Vehicle per Hour

Proposal Service Alternatives and Agreement Exceptions

Alternative Proposal

Republic Services does not have an alternative Option to propose at this time. We are, however, open to discussions about programs beyond the scope of the current draft franchise agreement, including discussions about EVs.

Agreement Exceptions

Republic Services has thoroughly reviewed the draft franchise agreement. Below are some exceptions we would like to discuss.

Exception 1

- Section: 18.02
- Page: 68
- Lines: 2415-2417
- Reasoning: Solely erasing school presentations from the outreach and education requirements if a fulltime Recycling Coordinator is not required. Republic Services believes that a fulltime Recycling Coordinator can do a lot more than school presentations. Requiring that Republic Services pays the city \$100,000 a year to provide a fulltime Recycling Coordinator, but holding Republic Services to all expectations that said employee would have, except school presentations, makes is unreasonable. If Republic Services is paying the City \$100,000, then services and associated labor closer to \$100,000 should be eliminated from the annual requirements so that a fulltime coordinator is not needed by Republic Services.
- Proposed Language: We would request the following language: " If the Contractor funds services, the Contractor will no longer be responsible for the classroom presentation portion of the School Outreach Program referenced in

Section 18.01.1. Additionally, if the Contractor funds services, the Contractor may lower the number of annual campaigns referenced in section 18.01 from four to two, with a financial campaign contribution in section 18.01 to be half.

- Financial Implication: In the event the City chooses for Contractor to fund services instead of employee a fulltime recycling coordinator, the City would gain less money or services (\$25,000 less in year 1). In the event the City chooses for Contractor to hire a full-time Recycling Coordinator, there would be no financial implication.
- How would it benefit parties: If the City chose a full-time recycling coordinator in the future, the position would be properly valued, meaning the City and service recipients would see a real increase in the quantity of education and outreach provided. Additionally, when the City chooses to accept the \$100,000, they could hold their consultant accountable for more than just school presentations, as the contract would show a direct correlation between \$100,000 and multiple campaigns and school presentations.

Exception 2

- Section: 26.02
- Page: 83-84
- Lines: 2932-2970
- Reasoning: This should only apply to disposal sites that are owned or operated by Contractor or its affiliates. Contractor does not have control over the waste acceptance process at third party disposal sites and cannot offer this broad indemnity.
- Proposed Language: in line 2950, "...at any places, Owned or Operated by Contractor, where Contractor Transfers, Transports..."
- Financial Implication: While this does not have any financial impact on the City if a claim is never made, it could impact the

City financially if a claim is successfully asserted against the City for its waste at a third part disposal site.

- How would it benefit parties: City would understand the actual legal ramifications with third party disposal sites, instead of believing that Contractor can indemnify them broadly.

Exception 3

- Section: 32.01
- Page: 91
- Lines: 3258
- Reasoning: Clarification of Exempt Waste responsibilities.
- Proposed Language: Add at the end of the section, or as a new section, "Notwithstanding anything to the contrary set forth in this Agreement or otherwise, title to and liability for any Exempt Waste shall remain with the generator and shall at no time pass to Contractor. Deposit of any Exempt Waste at any Contractor facility shall not be deemed to vest title to any Exempt Waste in Contractor. If title is deemed vested in Contractor, Contractor shall have the right to revoke acceptance of any waste material at any such time such material is discovered to be or contains Exempt Waste."
- Financial Implication: None
- How would it benefit parties: NA

Exception 4

- Section: 16.01
- Page: 58
- Lines: 2038
- Reasoning: Current Call hours do not align.
- Proposed Language: Replace "6:00 a.m. to 6:00 p.m. on all Work Days..." with "7:30 a.m. - 5:00 p.m. on all Work Days..."
- Financial Implication: None
- How would it benefit parties: It would be more in line with the call volume that our agents typically see. Would mean that call agents are only picking up calls when the majority of calls come in,

leaving room for additional hours to be dedicated to the most popular times.

Exception 5

- Section: 16.01.4
- Page: 59
- Lines: 2056-2066
- Reasoning: This is a very rare situation and out dated. Voicemails and emails are not mentioned here, which are two ways we typically reach a customer. Additionally, much of the time that a customer cannot be reached by phone, it is due to the customer providing no call back number or a bad call back number.
- Proposed Language: Starting on line 2062, "Contractor shall make a minimum of one (1) attempt to call the customer. If the customer does not answer, and there is an ability to leave a voicemail, Contractor must do so. Additionally, if there is an email address available, Contractor must attempt to reach Customer by emails if the phone call attempt failed."
- Financial Implication: None
- How would it benefit parties: This would save time so that time can be spent on assisting more customers who are able to be reached.

Exception 6

- Section: 16.02
- Page: 59
- Lines: 2069
- Reasoning: Limitations to our systems do not allow for us to capture the quantity of calls that had a hold time of more than ten (10) minutes.
- Proposed Language: End the section after, "...average hold time, and average handle time."
- Financial Implication: None
- How would it benefit parties: If language not changed, Contractor would have to change their entire structure in order to comply. Would result in disturbance for Contractor and service recipients.

ITEM 20.1.



ATTACHMENT 4

Proposal for Residential Solid Waste Services and Street Sweeping Services Contract –City of Rancho Cordova

Exception 7

- Section: 25.01.0.0
- Page: 80
- Lines: 2817-2821
- Reasoning:
- Proposed Language: Strike first clause from, "Insurance Services Office Form...to "...Comprehensive General Liability; or"
- Financial Implication: None
- How would it benefit parties: NA

Exception 8

- Section: 25.01.1.2
- Page: 80
- Lines: 2822-2825
- Reasoning: NA
- Proposed Language: Replace "(ED. 10/13)" with "(Ed. 1120)"
- Financial Implication: None
- How would it benefit parties: NA

Exception 9

- Section: 25.01.1.4 & 25.02.4
- Page: 80
- Lines: 2828 & 2841
- Reasoning: NA
- Proposed Language: Add "Contractor's" in front of "Pollution Liability Insurance"
- Financial Implication: None
- How would it benefit parties: NA

Exception 10

- Section: 25.03
- Page: 80-81
- Lines: 2842-2847
- Reasoning: NA
- Proposed Language: Replace entire section with, "Contractor shall be solely responsible for any deductibles or self-insured retention on Contractor's policies as applicable."
- Financial Implication: None
- How would it benefit parties: NA

Exception 11

- Section: 25.04

- Page: 81
- Lines: 2848-2849
- Reasoning: NA
- Proposed Language: Replace the entire section with, "The policies are to contain, or be endorsed, via blanket-form endorsement, to contain, the following provisions."
- Financial Implication: None
- How would it benefit parties: NA

Exception 12

- Section: 25.04.1.1
- Page: 81
- Lines: 2851
- Reasoning: NA
- Proposed Language: Begin section with, "The additional insured blanket-form endorsements must name the City..."
- Financial Implication: None
- How would it benefit parties: NA

Exception 13

- Section: 25.04.1.2
- Page: 81
- Lines: 2859
- Reasoning: NA
- Proposed Language: Start the section, "The primary and non-contributory blanket-form endorsement must state..."
- Financial Implication: None
- How would it benefit parties: NA

Exception 14

- Section: 25.04.1.5
- Page: 81
- Lines: 2869-2871
- Reasoning: NA
- Proposed Language: Edit section to read, "The Automobile Liability shall add the Motor Carrier Act endorsement (MCS-90)."
- Financial Implication: None
- How would it benefit parties: NA

Exception 15

- Section: 25.04.2

ITEM 20.1.



ATTACHMENT 4

Proposal for Residential Solid Waste
Services and Street Sweeping Services
Contract –City of Rancho Cordova

- Page: 81
- Lines: 2873-2874
- Reasoning: NA
- Proposed Language: Edit section to read, "...shall be endorsed via blanket-form endorsement to state that coverage shall not be canceled, or materially changed except after thirty (30)..."
- Financial Implication: None
- How would it benefit parties: NA

Exception 16

- Section: 25.06
- Page: 81-82
- Lines: 2878-2883
- Reasoning: NA
- Proposed Language: Edit section to read, "Contractor shall furnish City with certificate(s) of insurance supplemented with original blanket-form endorsement affecting coverage required by this Contract. The certificates and blanket-form endorsements for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. Contractor shall furnish City with a new certificate of insurance and blanket-form endorsements on each renewal of coverage or change of insurers."
- Financial Implication: None

- How would it benefit parties: NA

Exception 17

- Section: 25.07
- Page: 82
- Lines: 2884-2885
- Reasoning: NA
- Proposed Language: Edit section to read, "The certificate of insurance evidencing the coverage required herein shall be sent to an email address provided by the City."

- Financial Implication: None

- How would it benefit parties: NA

Exception 18

- Section: 25.08
- Page: 82
- Lines: 2886-2888
- Reasoning: NA
- Proposed Language: Edit section to read, "Contractor shall include all subcontractors as additional insured under its policies or shall obtain separate certificates and endorsements for each subcontractor."
- Financial Implication: NoneHow would it benefit parties: NA

Appendix

- 1) Resumes**
 - a. Contract Manager Resume – Annah Rulon**
 - b. Hauling Supervisor- - Tyrone Boyle**
- 2) Litigation and NOV History**
- 3) Certificate of Secretary**
- 4) Vehicle Details**
- 5) Manufacturer Letter of Committment**
- 6) Rehrig Carts**
 - a. 35-gallon Rehrig Carts**
 - b. 65-gallon Rehrig Carts**
 - c. 95-gallon Rehrig Carts**
 - d. Rancho Cordova Cart Renderings**
- 7) Route Details**
- 8) Facilities**
- 9) Injury and Illness Prevention Plan**
- 10) Estimated Tonnages of Diversion**
- 11) SCA of CA, LLC Joint Action in Writing**
- 12) Audited Financial Statements**
 - a. 2020 Financial Statements**
 - b. 2021 Financial Statements**
 - c. 2022 Financial Statements**



Appendix 1: Resumes

EDUCATION

BS Environmental Engineering, minor in Environment and Society *Dec 2014*
San Diego State University

EXPERIENCE

Manager, Municipal Sales, Republic Services *Jan 2021 - Present*

- Drive a business unit with annual gross revenue of \$120 million
- Manage a team of five, including training, building development plans, tasking them out, handling behavioral issues, and performing year end reviews
- Manage 4 exclusive franchise agreements, totaling approximately 100k customers and \$33 million in annual revenue
- Project Manage the Implementation of SB 1383 compliant organics programs throughout the Sacramento region, including kitchen pail rollouts to 46k homes, a cart deployment to 50k homes, and commercial bin drop to 2k customers
- Respond to Request for Proposals, including a successful response to Old Sacramento's 2021 RFP for exclusive service
- Negotiate contracts, including 4 exclusive franchise agreements in 20'-22'
- Work with a diverse group of individuals with conflicting priorities to find solutions, including stakeholders, Republic Area staff, Republic Corporate staff, elected officials, jurisdiction staff members, consultants, community members, and business owners
- Manage the budget for Sales, General, and Advertising—\$500,000 annual
- Assist with interviews, onboarding, and development plans for all departments

Municipal Administrator, Republic Services *Apr 2019 - Jan 2021*

- Supervise two individuals
- Assist in management of three exclusive franchise agreements
- Conduct reporting and outreach for commercial franchise agreements
- Stay informed on local waste-related laws/ordinances
- Foster relationships with city staff and local elected officials

Recycling Coordinator, Republic Services *Dec 2015 - Apr 2019*

- Assist with executing the transition to two new franchise agreements for Elk Grove and Citrus Heights
- Create outreach, implement campaigns, lead meetings, and manage the outreach portion of three exclusive franchise agreements

SKILLS and QUALIFICATIONS

Communication and Writing

- Experienced writer - dozens of articles published in Republic Services internal national newsletter
- Formal Writing - wrote response to Old Sacramento RFP; wrote contract exhibits; wrote/edited sections of the UC Davis Medical School contract; contributed to Yuba City Proposal; award nominations; and various Memorandums of Understanding
- Self-published three fiction pieces

Computer & Designing Skills

- Excel - analyze data, find and plot trends, execute pivot tables and v-lookups, create protocols, and write novel algorithms
- Microsoft Office
- Design - Publisher and Power Point - created numerous digital and print pieces, including bill inserts, newsletters, social media ads, newspaper ads, online banner ads; ability to create in various formats (JPEG, PDF) and co-brand

Leadership and Creativity

- Led over 200 meetings with city officials, commercial customers, and neighborhood associations
- Project Manager on commercial "bin-drop" project, including tasking out managers and employees across 4 departments
- Implemented Designated Driver Pledge at Republic annual banquet
- Created waste reduction campaigns, games, and trivia; wrote and directed award winning recycling video; competed in 3 table decorating contests and 1 Junk2Genius competition

Public Speaking

- Presented to over 400 classrooms and school-wide assemblies with up to 700 people
- Continuously prepare and conduct formal presentations to various cities councils
- Instructed 20+ class lectures as San Diego State; presented formal personal research/projects related to water treatment and water resources

AWARDS and ACHIEVEMENTS

Republic Services National Recycling Superstar

Jan 2017

Junk2Genius, Judges Choice

Aug 2016

Engineer in Training

2015, Active Now

ITEM 20.1. Tyrone Boyle

ATTACHMENT 4

916.618.2937

tboyle2@republicservices.com

Republic Services

Operations Hauling Supervisor

Jul. '20 - Present

- ◆ Supervise Rancho Cordova drivers (ASL, Flatbed, Rear Load, Tractor), operational employees (Laborer, Helper), associated routes, and operational programs
- ◆ Drive a line of business generating over 8 million in annual revenue
- ◆ Successfully implemented a Franchise Agreement Amendment in 2022, including the successful transition to new routes, a kitchen pail deployment projects, and the addition of new routes/trucks/driver to comply with weekly organics collection
- ◆ Promote a culture of safety, compliance, and customer zeal by participating in engagement activities, hosting safety-focused events/meetings, participating in safety calls following incidents, enforcing company "Absolutes", attending one-on-one ride-alongs, and recognizing employees who go above and beyond

Sysco Foods

Transportation Supervisor

Jun. '19 - Apr. '20

- ◆ Supervise daily work and safety of delivery associates, including adherence to standard operating procedures
- ◆ Ensure compliance with local, state, and federal regulatory agencies (DOT, OSHA, etc)

Jacmar Foodservice Distribution

Transportation Supervisor/Dispatcher

Nov. '17 - Jun. '19

- ◆ Supervise delivery activities and dispatching of personnel and equipment while providing service in a professional, safe, and efficient manner
- ◆ Review and analyze routes achieving reduced delivery miles/hours, increased revenue, and increased equipment utilization

Coca-Cola Refreshments/ Reyes Coca-Cola

Full Service Supervisor/Distribution Supervisor

Nov. '10- Nov. '17

- ◆ Directly supervise 21 drivers, driver merchandisers, full service drivers, bulk drivers
- ◆ Increase delivery metrics by adhering to strict operational productivity plans
- ◆ Perform internal audits and administer local risk management procedures
- ◆ Facilitate customer loyalty and retention through strong interpersonal relations



Appendix 2: Litigation and NOV History



Appendix 2A: Litigation and NOV History Chart 1

Short Matter Name	Court Case Number	Filing Date	Matter: Open/Closed	Description	Organizational Unit > Org. Unit (w/ path)
Massera, Scott vs. Republic Services	20CV001761	07/01/2020	Closed	General Liability Insurance Defense	California > Allied Waste Services of North America, LLC > BFI Waste Services of Salinas
Espinoza & Shannon vs. Republic Services	19CV340902	01/07/2019	Closed	Auto Liability Insurance Defense	California > Allied Waste Services of North America, LLC > Allied Waste Services of Santa Clara County
Ugale, Lorna v. Allied Waste and Martinez	23CECG01161	10/25/2021	Open	Auto Liability Insurance Defense	California > Allied Waste Services of North America, LLC > Allied Waste Services of Alameda County
Gialoyrakes, Vasilios vs. Republic Services	34201900263798	08/29/2019	Closed	Auto Liability Insurance Defense	California > Allied Waste Services of North America, LLC > Allied Waste Services of Sacramento



Appendix 2B: Litigation and NOV History Chart 2

Violation- Date	Company	Location	Issuing-Agency	Type-of- Action	Description
9/28/2021	Allied Waste Services of North America, LLC	Milpitas Hauling	San Jose Fire Dept	Violation Notice	Alleged that the Safety Data Sheets were not current or complete.
7/24/2018	Allied Waste Services of North America, LLC	Fresno Hauling	San Joaquin Valley Unified Air Pollution Control District	Notice of Violation No. 48886	Allegations of failure to store VOC waste materials in a closed container
2/9/2021	Allied Waste Services of North America, LLC	Daly City Hauling	California Air Resources Board (CARB)	Notice of Violation 00304	Allegation of 47 violations of the TB Regulation for failure to meet the requirements of the Engine Model Year Compliance Schedule for its diesel vehicles, 199 violations of the PSIP Regulation, and 168 violations of the Off-Road Regulation.



Appendix 3: Certificate of Secretary



Appendix 3: Certificate of Secretary

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the “Company”), does hereby certify on behalf of the Company, that **KEVIN DIVINCENZO** is a duly elected Vice President of the Company, that in such capacity he, the President, or any Vice President of the Company, can exercise such power and perform such duties as usually accompanies such office, and implicit in such power is the authority to execute a contract for Residential Solid Waste Services and Street Sweeping Services between the Company and the City of Rancho Cordova (“City”), in the State of California, and that there is no current intention to remove him from such office.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 18th day of July, 2023.



Lauren McKeon, Secretary



Appendix 4: Vehicle Details

Appendix 4: Vehicle Details

Republic Truck Number	Vehicle Type	Collection	Year	Remaining Life (years)*	GVW (lbs.)	Tare (lbs.)	Max Load Capacity (lbs.)	Turn Diameter
2009	Rear Load	Bulky	2018	7	58000	39300	18700	37 ft. 6 in.
2411	Currato Frontload	Curbside Carts	2017	6	57500	40320	17180	38 ft. 6 in.
2420	Currato Frontload	Curbside Carts	2017	6	57500	40160	17340	39 ft. 6 in.
2468	Currato Frontload	Curbside Carts	2017	6	57500	39800	17700	40 ft. 6 in.
2469	Currato Frontload	Curbside Carts	2018	7	57500	39600	17900	41 ft. 6 in.
2470	Currato Frontload	Curbside Carts	2017	6	57500	40060	17440	42 ft. 6 in.
2418	Automated Side Load	Curbside Carts	2019	8	57500	36500	21000	43 ft. 6 in.
2475	Currato Frontload	Curbside Carts	2013	2	57500	39520	17980	44 ft. 6 in.
2482	Automated Side Load	Curbside Carts	2019	8	57500	37960	19540	45 ft. 6 in.
2485	Automated Side Load	Curbside Carts	2019	8	57500	37820	19680	46 ft. 6 in.
2486	Automated Side Load	Curbside Carts	2020	9	57500	37700	19800	47 ft. 6 in.
NA	Tractor	Bulky	2013	2	NA	NA	NA	11.5
*Inventory taken August 2023								
Sweeping Corp of America Vehicle Number	Vehicle Type	Collection	Year	Remaining Life (years)*	GVW (lbs.)	Tare (lbs.)	Max Load Capacity (lbs.)	Turn Diameter
NA	Street Sweeper Tymco 600	Street Debris	2018	10	26,000	21,375	4,625	Wall to wall: 50.24 ft. Curb to curb: 16.07 ft.



Appendix 5: Manufacturer Letter of Committment



Appendix 5: Manufacturer Letter of Commitment



rushrefusesystems.com

8810 IH-10 East | San Antonio, Texas 78219 | 210-901-7210 direct | 877-661-4511 toll free

8/15/2023

RE: City of Sacramento,

To Whom it May Concern,

The trucks needed for the City of Sacramento, California contract for Republic Services should be available for delivery by July of 2026. Rush Refuse has the ability to supply rental trucks in the event the new units aren't available barring any emissions regulation constraints. We have a great relationship with Republic Services, and we look forward to working with them in the future. Below are the quantity and truck types requested to fill this contract.

- 11 ASL Trucks
- 1 RL Truck

Sincerely,

Bradley Taylor
Refuse Sales and Rental Representative
210-901-7222



Appendix 6: Rehrig Carts

Appendix 6A: 35-gallon Rehrig Carts


RELY ON REHRIG

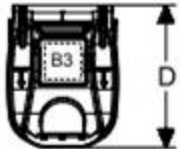
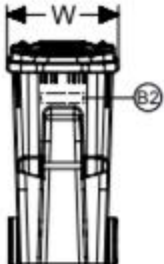
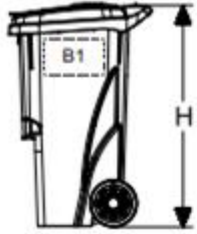
35 Gallon EnviroGuard Roll Out Cart





Specifications	IN/LB	CM/KG
Capacity (Gallons / Liters)	35 Gal	132 L
Overall Depth (D)	24.1	61.2
Overall Width (W)	18.5	47.0
Overall Height with Lid (H)	37.5	95.3
Assembled Weight	22.0	9.9
53' Trailer Quantity	1,150	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	10.0	6.0
Barcode & Serial Number (B2)	9.8	1.3
4 Color In Mold Label or Hot Stamp (B3)	7.0	5.5

Features & Benefits

- Proven to withstand the rigors of today's household refuse, recyclables and organics collection programs; Backed by 10 year non-prorated warranty
- Meets/Exceeds all ANSI type B & G container standards; Compatible with all ANSI certified Fully and Semi-Automated Lift Arm Lifters
- Constructed of high quality, resilient UV-Stabilized HDPE; Ability to include Post-Consumer Recycled (PCR) material to support your sustainability goals; Available in a wide range of colors
- Continuous one-piece handle provides strong gripping area designed to provide optimum control of a fully loaded cart while the wide wheel/base is designed for easy maneuvering
- Lid is of one-piece construction with a lid handle throughout the front of the lid
- Carts are shipped with lids already attached reducing assembly time
- One piece blow-molded wheels snap on (BMSO) with integrated spacers, taking seconds to assemble
- Permanently imprint cart bodies and/or lids with customized Hot Stamp Branding of Logos and Recycling Slogans; Multi-Colored In Mold Labels (IML's) are also available
- Barcode & Serial Number imprinted to facilitate A&D distribution and manual inventory control and work order tracking
- RFID Tag Enabled option provides innovative asset and participation tracking programs powered by RVision
- Many additional services and technology offerings available and powered by RVision to improve capital utilization, enhance customer experience and prevent capital and revenue losses
- Additional Cart Options: Internal and external locking lids, lid cut outs or vents, locking options, and lid stops

Corporate Headquarters
 4010 East 26th St., Los Angeles, CA 90058
 (800) 421-6244 • (323) 262-5145

Locations
 Los Angeles, CA • Orlando, FL • Atlanta, GA • De Soto, KS
 Erie, PA • Dallas, TX • Knoxville, WI • Quebec, Canada
 Querétaro, Qro., Mexico

Web: www.rehrigpacific.com



A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

35GallonEnviroGuardROC-REV NC
 © 2017 Rehrig Pacific Company

Appendix 6B: 65-gallon Rehrig Carts


RELY ON REHRIG

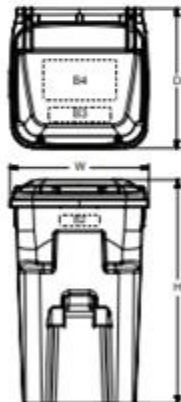
65 Gallon EnviroGuard Roll Out Cart





Specifications	IN/LB	CM/KG
Capacity (Gallons/Liters)	65 Gal	246 L
Overall Depth (D)	27.0	68.58
Overall Width (W)	26.5	67.31
Overall Height (H)	43.6	110.74
Assembled Weight	29.75	13.49
53' Trailer Quantity	936	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	11.5	7.5
Barcode & Serial Number (B2)	9.75	1.25
Lid Brand - Hot Stamp or Label (B3)	11.0	2.25
4 Color in Mold Label or Hot Stamp (B4)	12.0	8.0




Features & Benefits

- Proven to withstand the rigors of today's household refuse, recycling, and organics collection programs; Backed by 10-year non-prorated warranty
- Meets/Exceeds all ANSI type B & G container standards; Compatible with all ANSI certified Fully- and Semi-Automated Lift Arm Lifters
- Constructed of high-quality, resilient, UV-stabilized HDPE - temperature tested to withstand both extreme cold and extreme heat; Flexibility to include Post-Consumer Recycled (PCR) material to support sustainability goals; Available in a wide range of colors
- Continuous, one-piece handle provides strong gripping area designed to provide optimum control of a fully-loaded cart; Wide wheelbase designed for easy maneuvering and stability
- Shipped with lids attached to reduce assembly time; one-piece, blow-molded snap on (BMSO) wheels with integrated spacers takes only seconds to attach for deployment
- Textured body offers optimum gripping surface for fully-automated collection
- Optional customized Hot Stamping of cart bodies and/or lids with permanent logos and recycling slogans; Multi-Colored In-Mold Labels (IML's) also available for on-lid messaging
- Barcode & Serial Number imprinted to facilitate A&D distribution and manual inventory control and work order tracking
- Embedded RFID tag option to support asset management and participation tracking programs
- External, enclosed catch bar allows for the cart to have a smooth inside without holes to mitigate leaking and see page for high-liquid applications
- Additional technology options available, powered by RPC's Vision, to help improve capital utilization, enhance customer experience, and prevent asset and revenue loss
- Able to stack carts up to 13 high for more efficient and cost saving shipping solutions
- Additional Cart Options Available, ranging from locking lids to vents - please contact your Rehrig Pacific Representative for additional information

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Querétaro, Qro., Mexico

Web: www.rehrigpacific.com



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65GallonEG Carts-242020
© 2020 Rehrig Pacific Company

Appendix 6C: 96-gallon Rehrig Carts


RELY ON REHRIG

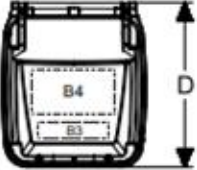
95 Gallon EnviroGuard Roll Out Cart

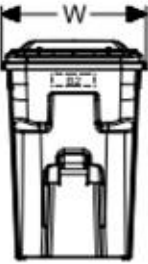


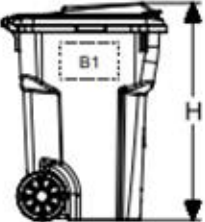

vision.

Specifications	IN/LB	CM/KG
Capacity (Gallons / Liters)	95 Gal	360 L
Overall Depth (D)	33.3	84.5
Overall Width (W)	29.2	74.1
Overall Height with Lid (H)	43.5	110.4
53' Trailer Quantity	702	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	11.5	7.5
Barcode & Serial Number (B2)	9.75	1.25
Lid Brand - Hot Stamp (B3)	11.0	2.25
4 Color In Mold Label or Hot Stamp (B4)	12.0	8.0







Features & Benefits

- Proven to withstand the rigors of today's household refuse, recyclables and organics collection programs; Backed by 10 year non-prorated warranty
- Meets/Exceeds all ANSI type B & G container standards; Compatible with all ANSI certified Fully and Semi-Automated Lift Arm Lifters
- Constructed of high quality, resilient UV-Stabilized HDPE; Ability to include Post-Consumer Recycled (PCR) material to support your sustainability goals; Available in a wide range of colors
- Continuous one-piece handle provides strong gripping area designed to provide optimum control of a fully loaded cart while the wide wheelbase is designed for easy maneuvering
- Lid is of one-piece construction with a lid handle throughout the front of the lid
- Carts are shipped with lids already attached reducing assembly time
- One piece blow-molded wheels snap on (BMSO) with integrated spacers, taking seconds to assemble
- Permanently imprint cart bodies and/or lids with customized Hot Stamp Branding of Logos and Recycling Slogans; Multi-Colored In Mold Labels (IML's) are also available
- Barcode & Serial Number imprinted to facilitate A&D distribution and manual inventory control and work order tracking
- RFID Tag Enabled option provides innovative asset and participation tracking programs powered by RVision
- Many additional services and technology offerings available and powered by RVision to improve capital utilization, enhance customer experience and prevent capital and revenue losses
- Additional Cart Options: Internal and external locking lids, lid cut outs or vents, locking options, and lid stops

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Appendix 6D: Rancho Cordova Cart Renderings





Appendix 7: Route Details

13)

14)

Appendix 7: Route Details

	Daily Routes	Frequency	Trucks	Truck Type	Tractors	Drivers	Notes	Number of Containers per week	Number of containers collected per hour	Total Weekly Route Hours for Entire Material Type	Total Hours on Route per Truck per day
Trash Collection	4	Weekly	4	Side Load and/or Curotto	0	4	Crew member is a CDL driver who services brown and black trash containers. This crew member also brings down/puts up cart(s) for customers with disabled/elderly walk-up service	21205	106	199.7	9.99
Recycle Collection	2	Every other week	2	Side Load and/or Curotto	0	2	Crew member is a CDL driver who services blue recycle containers, gets out to collect misc. items (flattened cardboard, batteries, used oil containers/filters). This crew member also brings down/puts up cart(s) for customers with disabled/elderly walk-up service	11584	110	105	10.50
Organics Collection	3.5	Weekly	4	Side Load and/or Curotto	0	4	Crew member is a CDL driver who services organic trash containers. This crew member also brings down/puts up cart(s) for customers with disabled/elderly walk-up service	23857	142	167.7	8.39
Bulky Cleanup	1	Diff route daily	1	Rear Load	1	2	1 crew member is a CDL driver who operates the rear load truck during bulky pile collection. 1 crew member drive and operates the tractor to load material into the rear loader	NA	NA	54	10.80
Container Delivery	1	Diff route daily	1	Flatbed	0	1	1 crew member drives a flatbed to delivery carts, conduct cart swaps, collect carts, collect scheduled sharps containers, and collect household hazardous waste items from bulky piles (CRTs, White Goods, etc.)	NA	NA	40	8.00



Appendix 8: Facilities

Appendix 8: Facilities

Facility Type	Facility Name	Waste Stream(s)	Notes	Owner of Facility	Address
Transfer Station	Elder Creek Transfer Station	MSW, Recycling, Organics	This site is a consolidation site for trash, recycling, and various special waste. This is a pre-processing site for mixed organics, green waste, and food waste. There are 3rd parties on site who pre-process organic material.	Republic Services	8642 Elder Creek Rd Sacramento, CA 95828
Disposal Facility (MSW)	Forward Landfill	MSW	NA	Republic Services	9999 South Austin Rd Manteca, CA 95336
Recyclable Material processing facility	Recycling Industries, North Highlands	Recycling	NA	Recycling Industries	4741 Watt Ave North Highlands, CA 95660
Organic Recyclable Material Processing Facility	Elder Creek Transfer Station	Organics	This is a pre-processing site for mixed organics. Organic waste will be preprocessed with Agromin. Clean food waste will be preprocessed by the Mega THOR, operated by Republic Services	Republic Services	8642 Elder Creek Rd Sacramento, CA 95828
	North State Renewables, LLC	Organics	In the interim, clean food waste separated out by Agromin at the ECTS, and ran through the Mega THOR, will go here for anaerobic digestion	Republic Services	15 Shippee Rd Oroville, CA 95965
	Forward Landfill	Organics	Once this location is ready, material will go here for CASP composting	Republic Services	9999 South Austin Rd Manteca, CA 95336
Maintenance Yards (for hauling vehicles)	Republic Services, Rancho Cordova	NA	NA	Republic Services	3326 Fitzgerald Rd Rancho Cordova, CA 95742
Corporate Headquarters	Republic Services Corporate	NA	NA	Republic Services	18500 N Allied Way Phoenix, AZ 85054
Local Office	Republic Services, Rancho Cordova	NA	This is where the route supervisor is stationed, trucks launch, local customer service support is stationed, Republic Services takes walk-in payments, and where customers can walk-in with other needs. This is not there call center agents are stationed to take phone calls from the public, as	Republic Services	3326 Fitzgerald Rd Rancho Cordova, CA 95742
Large Item Processing Facility	Sierra Waste Recycling and Transfer Station	Bulky Items	NA	Sierra Waste	8260 Berry Ave Sacramento, CA
Street Sweep Disposal Facility	Kiefer Landfill	Street Sweep Debris	NA	Sacramento County	12701 Kiefer Blvd, Sloughhouse, CA 95683
Street Sweep Vehicle Storage and Maintenance Facility	SCA	NA	NA	Sweeping Corp of America	8110 37th Ave, Sacramento, CA 95824

Appendix 8: Facilities Continued

Facility Type	Distance from Rancho Cordova City Hall	Recovery Rates	Operating Limits	Markets/Sale	Permitted Capacity	Permit Status	Hours of Operation
Transfer Station	10.7 miles	NA	Cannot accept treated wood, hazardous waste, palm fronds	NA	2500 tons per day 1007 vehicle per day	Active:	M-F: 7:00-17:00 Sat: 7:00-15:00
Disposal Facility (MSW)	64.2 miles	0%	Class III/IV Landfill only and cannot accept hazardous waste	NA	8668 tons per day	Active	M-F: 6:00-18:00 Sat: 6:00-12:00
Recyclable Material processing facility	12.9 miles	77%	Current processing capacity of 120-140 tons/shift. Can recycle rigid plastic containers 1,2, and 5, mixed paper, cardboard, glass, metal	NA	400 tons per day	Active	M-F: 7:00-15:30 Sat: 7:00-12:00
Organic Recyclable Material Processing Facility	10.7 miles	0%	Cannot accept treated wood, hazardous waste, palm fronds	NA	2500 tons per day 1007 vehicle per day	Active	M-F: 7:00-17:00 Sat: 7:00-15:00
	86.8 miles	97%	Cannot accept heavily contaminated material. Cannot accept wood.	NA	100 tons per day	Active	Accepting Material -M-F: 7:00-16:00 Operation -
	64.2 miles	98%	No hazardous waste. No palm fronds. BPI certified compostable bags okay, all other bags are not. "Compostable" plastic not	Finished compost sold to agricultural outlets and to bagged operations for resale. Average \$10/ton	8668 tons per day	Active, though Republic of Sacramento will not take organics there for composting until permit is updated with new	M-F: 6:00-18:00 Sat: 6:00-12:00
Maintenance Yards (for hauling vehicles)	2 miles	NA	NA	NA	NA	NA	NA
Corporate Headquarters	809 miles	NA	NA	NA	NA	NA	NA
Local Office	2 miles	NA	NA	NA	NA	NA	M-F: 7:00-17:00
Large Item Processing Facility	11.7	79%	NA	NA	1000 tons per day	Active	M-Sun: 6:00-18:00
Street Sweep Disposal Facility	10.1	NA	NA	NA	10,815 tons per day	Active	M-F: 8:30-16:30
Street Sweep Vehicle Storage and Maintenance Facility	10.5	NA	NA	NA	NA	NA	NA



Appendix 9: Injury and Illness Prevention Plan

INJURY AND ILLNESS PREVENTION PLAN

REPUBLIC SERVICES – Republic Services of Sacramento

PREPARED FOR: BU414 - Sacramento
REPUBLIC SERVICES

PREPARED BY: Priscilla Lomeli
Area Safety Manager

Republic Services

DATE: September 2020

Updated: July 2022

1. INTRODUCTION

Intent

This document has been prepared as required by Title 8 of the California Code of Regulations, Sections 1509 and 3203. This Plan addresses procedures established by our facilities to maintain a safe work environment, and designate individuals responsible for its implementation. Through these procedures we will actively encourage and support all efforts to promote employee safety, provide regular training, and establish a communication system to allow employees to report to management any perceived workplace hazards.

This Plan will be reviewed and updated on a periodic basis or whenever new substances, processes, or equipment are introduced into the workplace, or when management becomes aware of a previously unidentified hazard or unsafe condition that presents a new or potential occupational safety or health hazard.

All employees will have access to review the program. A printed or electronic copy will be provided no later than 5 business days after the request for access was received.

- A designated representative may request access to the program on behalf of the employee if the employee provides written authorization to exercise a right of access.
- A recognized or certified collective bargaining agent shall be treated automatically as a designated representative for the purpose of access to the Program.

Policy Statement

We believe that all occupational injuries and illnesses can be prevented, and it is a responsibility that must be shared equally by management and employees. We encourage all employees to join in a personal commitment to accident prevention as a way of life, on and off the job.

It is our goal to ensure that company operations do not adversely impact our community or the environment, and that we comply with all federal, state, and local safety, health, and environmental regulations. Our goal is to eliminate any foreseeable hazards which may result in personal injury or illness, property damage or loss, and business interruptions caused by accidents, major injuries, or other workplace hazards. All employees are responsible for minimizing accidents within our facilities and for following the guidelines established in our *Facility and Safety Training Manual*. Every employee's safety responsibilities are considered paramount to his/her other job responsibilities. Accident prevention is a cooperative effort for everyone's benefit.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to a minimum. Our goal is zero accidents and injuries. To support that objective our safety and health program will include:

- Mechanical and physical safeguards to the maximum extent possible.
- Safety and health inspections to find eliminate or control unsafe working conditions and practices.
- Training for all employees in good safety and health practices.

- Personal protective equipment and instructions for its care and use.
- Development and enforcement of safety and health rules.
- Investigation of every accident to find out what caused it and correct the problem so it will not happen again.
- Recognize and award outstanding safety performance.

We recognize that the responsibilities for safety and health are shared. We accept the responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions. Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves. Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program – including compliance with all rules and regulations and for continuously practicing safety while performing their duties.

Program Administrator

The Injury and Illness Prevention Plan Administrator has responsibility and authority to oversee, update, and implement the Plan. All site managers, facility managers, and supervisors will assist in implementing, maintaining, and enforcing the IIP Plan within their facilities and work areas. The Injury and Illness Prevention Plan Administrator will be:

Tony Robertson, Area Safety Manager
Telephone: (714)471-5187

Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers. Managers and Supervisors are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting in maintaining a safe work environment.

Our system for ensuring that all workers comply with the rules and maintain a safe work environment includes:

1. Inform workers of the provision of our IIP Plan.
2. Evaluate the safety performance of all workers.
3. Recognize workers who perform safe and healthful work practices.
4. Provide guidelines and training to workers as appropriate to their job duties or when needed to address situations where a worker's safety performance is deficient.
5. Discipline workers for failure to comply with safe and healthful work practices.

Facilities Included in This Plan

REPUBLIC SERVICES – Sacramento

3326 Fitzgerald Rd.

General Mgr.: Collin Wallace

2. COMMUNICATION

Employee Participation

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following:

1. New worker orientation including a discussion of safety and health policies and procedures.
2. Review of our Injury and Illness Prevention Plan.
3. Workplace safety and health training programs.
4. Regularly scheduled safety meetings.
5. Posted or distributed safety information.
6. Effective communication of safety and health concerns between workers and supervisors.
7. A system for workers to anonymously inform management about workplace hazards.

All employees are encouraged to bring workplace health and safety hazards to the attention of their Supervisor, Manager, or the Safety Manager. It is the responsibility of each individual to immediately report any and all workplace hazards that they observe or encounter during the course of the workday. It is the responsibility of management to respond to all reports of a potential hazard, assess and implement appropriate corrective action, additional procedural, or engineering controls, and adjust operations to provide employees with a safe working environment.

Anonymous Suggestions/Complaints

Employees having safety suggestions or complaints may contact the Area Safety Manager anonymously by telephone at (925) 323-9632 or by mail at 2125 Oak Grove Road, Suite 110 Walnut Creek, CA 94598. Complaints regarding safety or health issues will be investigated promptly and reviewed by the Area Safety Manager. Appropriate action and follow-up will be initiated in the form of repair, abatement, or protective measures. Employees who feel that their complaint has not been adequately addressed by local leadership may also contact the Area Safety Manager for review and resolution.

Employees having a question or concern regarding legal or ethical behavior should first turn to their supervisor or another member of management. A second option is for the employee to contact the aware line, toll free 24 hours a day, 7 days a week, at 1-866-3-AWARE 4.

Employee Bulletin Board

An employee bulletin board is available and will contain required OSHA/CAL-OSHA postings, safety tips, workers compensation information, our Code of Safe Practices, and other federal, state, and regulatory information.

3. HAZARD ASSESSMENT, CORRECTION, AND INVESTIGATION

Periodic Inspections

Inspections to identify, evaluate, and address workplace hazards will be performed by facility management or a Safety Committee to carry out this function on a monthly basis.

Further, whenever new substances, processes, or equipment are introduced into the workplace, or when management becomes aware of a previously unidentified hazard or unsafe condition that presents a new or potential occupational safety or health hazard an immediate inspection will be completed followed by appropriate employee training.

These inspections will be conducted to identify and evaluate any workplace hazard that may be present at our facilities. All deficiencies found will be noted and reviewed.

Corrective Measures

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards. Hazards will be corrected according to the following protocols:

1. When observed or discovered.
2. When an imminent hazard exists, which cannot be immediately abated without endangering worker(s) and/or property, all exposed workers will be removed from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition will be provided with the necessary protection.

Accident/Exposure Investigations

Employees are required to report all incidents, accidents, or injuries regardless of severity immediately or as quickly as possible following the occurrence. All incidents will be investigated using the following procedures:

1. Supervisor or Manager will visit the scene of the incident as quickly as possible.
2. All involved employees and witnesses will be interviewed.
3. The workplace will be examined for factors associated with the incident.
4. Evaluation will be made to determine the cause of the incident.
5. Corrective action will be taken to prevent the incident from recurring.
6. Findings will be recorded using the *Company Automobile, General Liability, or Loss Notice* and/or *Employee Injury Report*. (See Attachment C)
7. All incidents will be communicated to the Division Safety Manager at the time of occurrence.

4. SAFETY AND HEALTH RECORDKEEPING

Injury and Illness Records

An *Employee Injury Report* will be completed on every injury or illness occurring as a result of our operations. Those records will be reviewed to assist in pinpointing unsafe acts, conditions, or procedures. Any injury or illness requiring medical treatment will be recorded on the *Cal/OSHA Log and Summary of Occupational Injuries and Illnesses, Cal/OSHA Form 300* according to its instructions. Every year the summary Cal/OSHA Form will be posted no later than February 1st until April 30th.

Facility Inspection Records

Monthly facility inspections will be maintained for a period of one year. Those records will include the name of the person completing the inspection, the date of the inspection, a description of any hazard or deficiency identified during the inspection, and a summary of the action taken to correct the identified unsafe condition or work practice. The original copy of the facility inspection shall be maintained at the facility.

5. TRAINING AND INSTRUCTION

Training Requirements

All employees will receive training and instruction on general and job-specific safety and health practices. Training will be documented and maintained per company guidelines. During the meetings, employees will be encouraged to inform management of perceived safety hazards, operational concerns, and other issues. Training and instruction will be provided as follows:

1. When the IIP Plan is first established.
2. To all new workers.
3. To all workers given new job assignments for which training has not been previously provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
5. Whenever a new or previously unrecognized hazard is identified.
6. To all supervisors and managers to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each worker's job assignment.

Training Schedules and Topics

Safety meetings will be held a minimum of monthly at all facilities. Meetings will include OSHA recommended subjects, as well as other topics inherent to the waste industry. Additional meetings, or tailgate meetings, will be held by specific departments to provide information to employees regarding their individual work areas.

Following is a recommended training schedule and suggested tailgate topics.

	January	February	March	April	May	June
Focus Together	 The Year Ahead	 PPL	 Rollovers - Skills Course	 Rear Collisions - Skills Course	 Heat Considerations	 Rollovers
OSHA Compliance	Lock Out / Tag Out	Personal Protective Equipment Industrial Truck Training	Hazard Communication	Accident Prevention Signs/Tags	Heat Stress	Blood Borne Pathogens
Tasks	Start 90 Days of Winter Safety Plan; conduct Annual LOTO Observations	PPE Hazard Assessments Forklift Recertifications	Wrap up 90 Days of Winter	First aid/CPR training for designated employees	Prepare Summer Safety Plans	Start 101 Days of Summer, June 1
	July	August	September	October	November	December
Focus Together	 Backing - Skills Course	 Pedestrians	 Intersections - Skills Course	 Backing - Skills Course	 Intersections - Skills Course	 Year In Review
OSHA Compliance	Emergency Response	Fire Extinguishers Hearing Conservation	Spill Prevention	Confined Spaces	Respiratory Protection Asbestos Safety (as required)	Drug & Alcohol Awareness
Tasks	Conduct Fire Drill	Review Hot Load Procedures	101 Days of Summer-Successfully Completed?	Review / Conduct Confined Space Evaluations	Respirator Fit Tests	Prepare 90 Days of Winter Plan

Recommended Safety Training Schedule

See Attachment C.

Optional Tailgate Topics

The following tailgate topics may be used to supplement regular training meetings and address individual training needs. Tailgate topics will be chosen based on the following:

- Training requirements of the individual facility.
- Relevance to the person(s) being trained.
- To address unusual or specific job task training needs.
- To emphasize the importance of safety on a regular basis.

Accident/Injury Reporting
Autoclaved Waste
Automatic Transmission Usage
Battery Charging & Boost Starting
Bird Gun Usage
Container Delivery
Customer Service
Defensive Driving
Dual Drive Chassis Usage
Extracting Foreign Material
First Aid – General
Front Loader Usage
Good Housekeeping
Grinding & Sawing
Hand and Power Tools
Hearing Protection
Heat Stress
Hot Load Procedures
Landfill Gas Safety
Machine Guarding
Mounting/Dismounting Vehicles
Mounting/Dismounting Heavy
Equipment
Operating Dozers
Operating Excavators
Operating Loaders

Overhead Crane Safety
Preventing Workplace Violence
Preventive Maintenance
Refuse Collection Vehicle Safety
Roll-Off Usage
Rules for Drivers and Helpers
Safe Driving – Backing
Safe Driving – Cushion of Safety
Safe Driving – Slow Down
Safe Driving Practices
Safe Equipment Operations
Safe Practices Pay
Safety Attitude
Spotter Safety
Spray Painting
Think Safety
Tire Maintenance
Towing a Stuck Vehicle
We Know Better
Wet Weather Operations
Working Safety Outdoors
Working on or Using
Electrical Equipment

CODE OF SAFE PRACTICES

We are responsible for minimizing accidents within our facilities and for following safe work practices every day while on the job. Safety is of equal importance to all other job responsibilities. We will follow these and all other safe practices appropriate to the workplace and to individual job duties, support all efforts to ensure safe operations, and report or respond to any unsafe conditions or practices immediately upon becoming aware of the condition or hazard.

1. Our Company will make every effort possible to select and hire only good, dependable employees who will report to work as scheduled, and who will work in a safe and responsible manner consistent with Company rules and regulations.
2. Employees will follow the instructions and procedures given by supervisors and management personnel. Employees will observe and obey all Company rules, regulations, comply with Department of Transportation, EPA, and OSHA/CAL-OSHA health and safety regulations, and all other standards and policies to ensure a safe workplace.
3. The use, sale, purchase, transfer, possession, consumption, presence in one's system, or transportation of any controlled substance or alcoholic beverage by any employee during company time, while on company premises, while operating Company equipment, or while under the authority of the Company is strictly prohibited. All employees will comply with the requirements of the Company Drug and Alcohol Policy.
4. Horseplay and disruptive or unsafe conduct, fighting, assaulting, or other threatening behavior will not be tolerated at any time.
5. All vehicles, heavy equipment, tools, and machinery will be maintained and operated in a manner that adheres to and supports all safe standards and procedures for that vehicle, piece of equipment, tool, or machine. Abuse of equipment, removal of safeguards, violation of laws pertaining to safe operations will not be allowed.
6. Employees will participate in all safety meetings and training sessions as requested by their supervisor or management.
7. All accidents and injuries will be reported to management immediately. Management will investigate and provide appropriate medical attention and implement preventive measures when possible.
8. All employees will maintain and wear any personal protective equipment, respirators, hearing protection or other protective devices required by their job duties. Good housekeeping practices will be exercised to prevent hazardous conditions.
9. All commercial drivers will meet, at a minimum, the standards and qualifications mandated by the Federal Highway Administration for commercial drivers.
10. Safe work rules will be developed and communicated to employees to address specific procedures and safe practices within the scope of their department and job position requirements.

ATTACHMENT A

MONTHLY INSPECTIONS

ATTACHMENT B

Information for Protection from Wildfire Smoke

Information for Protection from Wildfire Smoke

Pursuant to California Code of Regulations, Title 8, Section 5141.1, the Company shall provide the following information to employees regarding protection from wildfire smoke.

(a) Health Effects of Wildfire Smoke

Although there are many hazardous chemicals in wildfire smoke, the main harmful pollutant for people who are not very close to the fire is "particulate matter," the tiny particles suspended in the air. Particulate matter can irritate the lungs and cause persistent coughing, phlegm, wheezing, or difficulty breathing. Particulate matter can also cause more serious problems, such as reduced lung function, bronchitis, worsening of asthma, heart failure, and early death. People over 65 and people who already have heart and lung problems are the most likely to suffer from serious health effects. The smallest -and usually the most harmful -particulate matter is called PM2.5 because it has a diameter of 2.5 micrometers or smaller.

(b) Obtaining Medical Treatment

Employees who seek medical treatment that are showing signs of injury or illness due to wildfire smoke exposure may do so without fear of reprisal. Affected employees will not be punished for seeking such treatment. Employees will be provided prompt medical treatment at the designated industrial clinic or local emergency medical facility in the event of serious injury or illness caused by wildfire smoke exposure.

(c) Obtaining Current Air Quality Index (AQI) for PM2.5

The current and forecasted AQI for PM2.5 will be obtained from www.AirNow.gov (zip code of work location will be entered). Although there are AQIs for several pollutants, Title 8, section 5141.1 about wildfire smoke only uses the AQI for PM2.5.

(d) AQI for PM2.5 of 151 or more

If employees may be exposed to wildfire smoke, management shall obtain the current AQI applicable to the worksite. If the current AQI for PM2.5 is 151 or more, the following shall occur:

- (1) Current AQI shall be checked before and periodically during each shift.
- (2) Employees will be provided training.
- (3) Measures to lower affected employee exposures will be evaluated and implemented, if practical.
- (4) Respirators will be provided for voluntary use by affected employees (the Company encourages their use by affected employees).

(e) AQI for PM2.5 of 501 or more

In the event the AQI for PM2.5 exposure is 501 or higher, no outdoor work will be performed until the AQI levels decrease below 501.

(f) Open two-way communication system.

Management shall alert employees of wildfire smoke hazards and what protective measures are available to affected employees. Employees shall be encouraged to inform their supervisor/manager if they notice the air quality is getting worse, or if they are suffering from any symptoms due to the air quality, without fear of reprisal. The communication protocols shall include effective procedures for:

(1) Informing employees of:

(A) The current AQI for PM2.5; and

(B) Protective measures available to employees to reduce their wildfire smoke exposures.

(2) Encouraging employees to inform the management of:

(A) Worsening air quality; and

(B) Any adverse symptoms that may be the result of wildfire smoke exposure such as asthma attacks, difficulty breathing, and chest pain.

The communication system at this worksite is: _____

(g) Methods to Protect Employees from Wildfire Smoke

Management shall take action to protect employees when the current AQI for PM2.5 is 151 or greater. When practical or possible, examples of protective methods include:

(1) Locating work in enclosed structures or vehicles where the air is filtered.

(2) Changing procedures such as moving workers to a place with a lower current AQI for PM2.5.

(3) Reducing work time in areas with unfiltered air.

(4) Increasing rest time and frequency and providing a rest area with filtered air.

(5) Reducing the physical intensity of the work to help lower the breathing and heart rates.

The control system at this worksite is: _____

(g) Respirator Use: When Exposed to Wildfire Smoke

Respirators can be an effective way to protect employee health by reducing exposure to wildfire smoke when they are properly selected and worn. When the current AQI for PM2.5 is 151 or greater, employees shall be provided with proper respirators for voluntary use. If the current AQI is greater than 500, no outdoor work will be performed until the AQI levels decrease below 501. A respirator should be used properly and kept clean.

The following precautions shall be taken:

(1) Management shall select respirators certified for protection against the specific air contaminants at the workplace. Surgical masks or items worn over the nose and mouth such as scarves, T-shirts, and bandannas will not provide protection against wildfire smoke. An N95 (or equivalent, e.g., KN95) filtering facepiece respirator is the minimum level of protection for wildfire smoke.

(2) Read and follow the manufacturer's instructions on the respirator's use, maintenance, cleaning, and care, along with any warnings regarding the respirator's limitations. The manufacturer's instructions for medical evaluations, fit testing, and shaving should also be followed, although doing so is not required by Title 8, section 5141.1 for voluntary use of filtering facepiece respirators.

(3) Do not wear respirators in areas where the air contains contaminants for which the respirator is not designed. A respirator designed to filter particles will not protect employees against gases or vapors, and it will not supply oxygen.

(4) Employees should keep track of their respirator so that they do not mistakenly use someone else's respirator.

(5) Employees who have a heart or lung problem should ask their doctor before using a respirator.

(h) How to properly put on, use, and maintain the respirators provided

To get the most protection from a respirator, there must be a tight seal around the face. A respirator will provide much less protection if facial hair interferes with the seal. Loose-fitting powered air purifying respirators may be worn by people with facial hair since they do not have seals that are affected by facial hair.

The proper way to put on a respirator depends on the type and model of the respirator.

For those who use an N95, an N95 equivalent, or other filtering facepiece respirator mask that is made of filter material:

(1) Place the mask over the nose and under the chin, with one strap placed below the ears and one strap above.

(2) Pinch the metal part (if there is one) of the respirator over the top of the nose so it fits securely.

For a respirator that relies on a tight seal to the face, check how well it seals to the face by following the manufacturer's instructions for user seal checks. Adjust the respirator if air leaks between the seal and the face. The more air leaks under the seal, the less protection the user receives.

Respirator filters should be replaced if they get damaged, deformed, dirty, or difficult to breathe through. Filtering facepiece respirators are disposable respirators that cannot be cleaned or disinfected. A best practice is to replace filtering facepiece respirators at the beginning of each shift.

If you have symptoms such as difficulty breathing, dizziness, or nausea, go to an area with cleaner air, take off the respirator, and notify supervisor/manager immediately to coordinate prompt medical help.

(i) Exemptions from California Code of Regulations, Title 8, Section 5141.1

Workplaces and operations in any of the following conditions are exempt from complying with California Code of Regulations, Title 8, Section 5141.1:

- Enclosed buildings or structures in which the air is filtered by a mechanical ventilation system and the employer ensures that windows, doors, bays, and other openings are kept closed to minimize contamination by outdoor or unfiltered air.

- Enclosed vehicles in which the air is filtered by a cabin air filter and the employer ensures that windows, doors, and other openings are kept closed to minimize contamination by outdoor or unfiltered air.
- The employer demonstrates that the concentration of PM_{2.5} in the air does not exceed a concentration that corresponds to a current AQI of 151 or greater by measuring PM_{2.5} levels at the worksite in accordance with Appendix A of California Code of Regulations, Title 8, Section 5141.1.
- Employees exposed to a current AQI for PM_{2.5} of 151 or greater for a total of one hour or less during a shift.

(j) AQI Levels and Definitions

AQI Basics for Ozone and Particle Pollution			
Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.

AQI Basics for Ozone and Particle Pollution			
Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Attachment 4: Public Service Safety Alert: Wildfire Safe

ATTACHMENT C

SUGGESTED TRAINING SCHEDULE

ATTACHMENT D

ACCIDENT AND INJURY INVESTIGATION FORMS



Appendix 10: Estimated Tonnages of Diversion



Appendix 10: Estimated Tonnages of Diversion

Annual Tonnages	2030	2031	2032	2033	2034	2035
Recyclables - Delivered	7,362.75	7,436.38	7,510.74	7,585.85	7,661.71	7,738.33
Residual	1,472.6	1,487.3	1,502.1	1,517.2	1,532.3	1,547.7
Recyclables - Processed	5890.2	5949.1	6008.6	6068.7	6129.4	6190.7
Organic Waste	13584.80	14535.73	15553.24	16641.96	17806.90	19053.38
Residual	543.4	581.4	622.1	665.7	712.3	762.1
Organic Waste - Processed	13041.4	13954.3	14931.1	15976.3	17094.6	18291.2



Appendix 11: SCA of CA, LLC Joint Action in Writing



**JOINT ACTION IN WRITING
 BY THE
 SOLE MEMBER AND
 THE MANAGERS OF
 SCA OF CA, LLC**

The undersigned, being (i) the sole member (the “*Member*”) and, (ii) following the actions by the Member contemplated by this Joint Action in Writing, the managers (the “*Managers*”) SCA of CA, LLC, a Delaware limited liability company (the “*Company*”), hereby adopts, consents to, and approves the following actions and resolutions without a meeting, to be effective as of February 14, 2023:

Actions by the Member

WHEREAS, the Member desires to confirm the appointment of the Managers as the managers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that all current members of the Board of Managers of the Company are hereby removed;

FURTHER RESOLVED, that Matthew Spencer and Michael Latanza, the undersigned Managers, are hereby appointed as the managers of the Company; and

FURTHER RESOLVED, that any and all actions, whether previously or subsequently taken, by the Managers, which are consistent with the intent and purposes of the foregoing resolutions, hereby are, in all respects, ratified, approved, adopted and confirmed.

Actions by the Manager

WHEREAS, the Managers desires to confirm the appointment of the officers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that all current officers of the Company are hereby removed, and that the following persons are hereby elected to the offices of the Company set forth opposite their respective names (each, an “*Authorized Officer*”):

Matthew Spencer	--	Chief Executive Officer
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Michael Latanza	--	President
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Erin Boyts Quinn	--	Secretary
Gary Quinn	--	Treasurer
Anthony Cincotta	--	Regional Vice President

FURTHER RESOLVED, that each of the Authorized Officers is hereby authorized and empowered, throughout such Authorized Officer's tenure, to execute and deliver, for, on behalf of, and in the name of, the Company, any and all contracts, agreements, bids, commitments, certificates, instruments and other documents, as any Authorized Officer shall deem necessary, desirable or appropriate in such Authorized Officer's discretion, to evidence contractual and other obligations on behalf of the Company undertaken in the conduct of the Company's operations, and any Authorized Officer's execution and delivery of any such contract, agreement, bid, commitment, certificate, instrument or other document shall be conclusive evidence of the exercise by such Authorized Officer of the discretionary authority conferred in these resolutions;

FURTHER RESOLVED, that each of the Authorized Officers is hereby authorized, empowered and directed, in the name and on behalf of the Company, to take or cause to be taken all such further actions and deeds and to deliver or cause to be delivered all such further contracts, agreements, bids, commitments, certificates, instruments and other documents as in their judgment shall be necessary, appropriate or convenient to carry into effect the purposes of the Company; and

FURTHER RESOLVED, that any and all actions, whether previously or subsequently taken, by any Authorized Officer, which are consistent with the intent and purposes of the foregoing resolutions hereby are, in all respects, ratified, approved, adopted and confirmed.

Miscellaneous

RESOLVED, that: (i) this Action may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same action; (ii) a manual signature of this Action, an image of which shall have been transmitted electronically (including e-mail delivery of a .pdf or scan of a signature), or an electronic signature (such as DocuSign), will constitute an original signature for all purposes; and (iii) the delivery of copies of this Action, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Action for all purposes.



IN WITNESS WHEREOF, the undersigned, being the sole member and the managers of the Company, hereby indicate their approval of and consent to the foregoing action and resolutions effective as of the date first written above.

SOLE MEMBER:

SCA Acquisitions, LLC a Delaware
limited liability company

By: 
MATTHEW SPENCER, CEO

MANAGERS:

By: 
MATTHEW SPENCER

By: 
MICHAEL LATANZA

Joint Action in Writing of Sole Member and Managers – SCA of CA, LLC

Executive Summary

Thank you for the opportunity to provide additional detail and pricing for the City of Rancho Cordova (City). Republic Services (Republic) immensely appreciates our 20-year partnership with you and the residents of Rancho Cordova, to which we hope continues with this new agreement.

In our Best & Final Offer (BAFO), Republic is pleased to present the City with lower rates, clarification on the type of fuel and vehicles used, and a detailed and augmented annual public outreach budget, coupled with new programs intended to best meet the needs of Rancho Cordova's diverse community. These new programs include monthly discounted rates for Rancho Cordova's senior citizen population and low-income residents. Additionally, we are proposing an operational change resulting in a significant decrease to vehicle miles travelled (VMT) during the full term of the new agreement.

Republic's proposal demonstrates a holistic and comprehensive approach to providing outstanding service. Our proposal is intended to consider the economic aspects of providing world-class service, but also honoring the demographic and social needs of the community. No other service provider knows and respects Rancho Cordova like we do, and our BAFO is intended to provide your residents with unsurpassed service and community engagement.

Section 1: Best and Final Rates

Within our initial proposal, it is important to note that Republic offered the lowest base rates of all proposers. To further illustrate our full dedication to the City of Rancho Cordova within this BAFO, we have further reduced our proposed rates and rates for extra recycling and organics carts, all while *increasing* programs and operational commitments to best serve the City.

In conclusion, we are proud to announce the introduction of two new cost reduction initiatives: 1) a senior citizen discount program, and 2) a low-income household discount program. These programs offer eligible

customers a 20% rate reduction upon submission of a successful application.

To qualify for the senior discount, applicants must be 65 years of age or older, the designated head-of-household, and utilize the 32-gallon trash cart service. For the low-income household discount, eligible residents must provide evidence of enrollment in the low-income assistance program offered by the Sacramento Municipal Utilities District (SMUD), be the designated head-of-household, and receive the 32-gallon trash cart service.

Considering recent Census data, we estimate that up to 20% of Rancho Cordova customers may be eligible for these reduced base-rate programs.

Please see updated BAFO rates for Option 2 on *Attachment 3: Updated Form K*. The 20% discount for eligible residents, as described above, would be applied to the BAFO proposed rates included within *Attachment 3*.

Section 2: Proposed Processing Facilities

Organics Processing

Current Program Under Existing Contract:

Republic delivers collected organic material to the Elder Creek Transfer Station (ECTS). Republic's partner, Agromin, partners with a variety of local composting locations to responsibly handle this material. Food waste is processed at Republic's anaerobic digester where it is turned into energy, and the residuals are sent to Forward Landfill.

Republic's Initial Proposal:

To ensure long-term capacity for the City of Rancho Cordova's organic material, Republic is developing additional capacity at the Forward compost facility. The new capacity will consist of covered aerated static pile (CASP) composting. In our initial proposal, Republic would continue to process organic material as outlined in the current program and shift to Forward Compost Facility by January 1, 2027.

Updated BAFO:

Understanding the desire to limit VMT, Republic is proposing to maintain the existing organics program but ensure that all clean green waste is delivered to the closest outlet- Van Vleck Ranch (7879 Van Vleck Road) in Rancho Murieta. Since 1856, the Van Vleck family has committed to preserving, in perpetuity, thousands of acres in eastern Sacramento County to protect wildlife and create sustainable opportunities for the region. Through the Van Vleck partnership, Agromin develops premium soil products, composts, and mulches from these recycled organic materials collected by Republic for all uses including agriculture, landscaping, and home gardens. The product is carefully enhanced to preserve the natural biological organisms already present and cultivates a symbiotic and sustainable ecosystem of growth.

In addition to continuing the partnership with Agromin and Van Vleck Ranch, we are also including a partnership with Soil Born Farms to further expand their collaboration with Rancho Cordova youth. Behavioral change is the single leading driver to increasing diversion rates. Through these discussions about the environmental value of recycling organic materials students come away with a better understanding of the importance of organics recycling and bring it home to help educate their families.

Key Benefits to Rancho Cordova:

- 244,920 VMT reduction over 10-year contract period
- Education and outreach with Rancho Cordova students

Polymer Center

On December 5, 2023, Republic hosted the grand opening of our Polymer Center in Las Vegas. This center is now open and is accepting and processing all Rancho Cordova plastic bales. **The Polymer Center is the nation's first integrated plastics recycling facility.** It will enable Republic to manage the process from curbside collection of recyclable material to producing and delivering high-quality recycled content for consumer packaging.

The Polymer Center will ensure the highest degree of circularity for the City's plastic recyclables, something no other provider can do. The Polymer Center ensures plastic recyclables are managed domestically and not sent to international markets, drastically reducing the City's carbon footprint.

The Polymer Center is located at:
5491 Accurate Drive
Las Vegas, NV 89156

Key Benefits to Rancho Cordova:

- Eliminates plastic in landfills or shipped to foreign countries.
- Only company in the United States to operate an integrated plastic recycling facility.
- With the Polymer Center, we ensure true circularity. A discarded plastic water bottle from Rancho Cordova will once again become a plastic water bottle.

Section 3: New Vehicle Specifications

Effective July 1, 2026, Republic will deploy a brand-new truck fleet to service the City of Rancho Cordova. Republic will operate McNeilus ZR side loader vehicles; a perfect solution to help drivers navigate narrow streets, alleyways, and low-clearance obstacles. The ZR's unique radius design assists drivers with obstacles such as parked cars, cul-de-sacs, and clearance challenges around containers. McNeilus is a valued partner of Republic; their commitment goes beyond providing trucks, they are also a sponsor for the local United Way and provide support to the Ronald McDonald House.

This new, automatic side loader fleet will be fueled with Renewable Natural Gas (RNG), as is the current fleet. RNG distinguishes itself by transforming a product with adverse environmental effects—waste—into a clean and dependable energy resource seamlessly integrated into our existing infrastructure. This approach ensures the provision of reliable energy within a more sustainable and circular economy. More information on this fuel and how it is procured, can be found within Section 6 of this response: *RNG vs. CNG*.

Key Benefits to Rancho Cordova:

- 100% new collection fleet, guaranteed.
- RNG fueled fleet.
- Side loader fleet with modern state-of-the-art technology.

Section 4: Proposed Education Budget

Figure 1 shows the initial Education & Outreach budget side-by-side with the BAFO outreach budget, which reflect the following updates:

- Increased educational budget to \$60,000 for line 2383 of the draft franchise agreement.
- Increased budget for school outreach partnership with SPLASH to \$25,000 annually.
- Increased cost of non-contractual programs (career day).

For the \$60,000 dedicated to behavioral change campaigns, Republic will partner with the City, annually, to develop a comprehensive, community focused, public outreach program that identifies local educational opportunities and implements marketing solutions.

Over the past 3 years, Republic has partnered with Splash Sacramento, a not-for profit focused on combining hands-on science education with the magic of outdoor experiences. Splash provides school education

programming that infuses environment-based learning in K-12 public schools.

We have meticulously crafted an outline for a school education campaign aimed at enlightening students about the practice of source separation, instilling in our youth a profound understanding of the environmental advantages of recycling. Studies indicate that behavioral change occurs more rapidly during the formative years, exerting a positive influence on entire households. Moreover, our initiative aligns seamlessly with the educational benchmarks outlined in the Next Generation Science Standards (NGSS).

Figure 2 provides a description of the \$25,000 annual budget with SPLASH and Attachment 1 shares a description of the program goals, intended effects, and their relationship to NGSS topics.

Finally, we will host an annual career day, during which we will actively promote our annual scholarship program to high school students. We aim to showcase various career paths and current opportunities within Republic Services, with a specific focus on recruiting students oriented towards vocations. Our efforts will extend to highlighting occupational training programs such as the Vehicle Maintenance Technical Institute and CDL Driver Training Program, providing valuable insights and opportunities for aspiring individuals interested in these fields.

Figure 1. Education and Outreach Budget

Orange highlighted boxes were updated since the initial proposal

Original Education & Outreach Budget	
Category	Budget
Cost of Doing Business	\$ 3,015.00
Contractual	\$ 34,475.00
Outreach Plan/Campaign	\$ 39,280.00
Additional Value, non-contractual (AV/NC)	\$ 9,040.00
Total All Outreach	\$ 85,810.00
Sub-Total Outreach Plan + Added Value	\$ 48,320.00

Best and Final Education & Outreach Budget		
Category	Budget	Changes
Cost of Doing Business	\$ 3,015.00	NA
Contractual	\$ 34,475.00	NA
Outreach Plan/Campaign	\$ 60,000.00	-Additional \$20,000 toward campaigns
Additional Value, non-contractual (AV/NC)	\$ 33,000.00	-Additional \$20,000 toward SPLASH school education -Additional \$4,000 toward new programs
Total All Outreach	\$ 130,490.00	NA
Sub-Total Outreach Plan + Added Value	\$ 93,000.00	NA

Rancho Cordova RFP – Republic Services BAFO

Key Benefits to Rancho Cordova:

- Increased education and outreach activities and annual budget to assist Rancho Cordova residents.
- Introduction of brand-new school program that educates youth and assists local teachers.
- Investment in local college-bound youth as well as the student population pursuing vocational training.

Section 5: Annual Tip-Fee Increases at Disposal Facilities

Republic Services commits to not requesting any rate adjustments beyond the annual increment, nor will we seek additional compensation in the event of tip rate increases at Republic's owned/operated Forward Landfill exceeding the Consumer Price Index (CPI). Notably, Republic Services-owned landfills are exempt from discretionary Prop 218 votes by the Sacramento County Board of Supervisors, unlike municipal-owned landfills.

While we appreciate the support for Kiefer Landfill, we also recognize the importance of maintaining low rates and ensuring long-term certainty for Rancho Cordova residents. The most recent vote has set rates in place until June 30, 2026. Beyond this date, the County will initiate another Prop 218 process to determine

rates for the subsequent five years. Examining tipping fees from 2015 to 2025, spanning a decade, reveals a 95% increase – escalating from \$30 to \$58.55 per ton during this period. If historical trends persist, this could result in a \$3 million increase in rates over the next ten years. As noted on Sacramento County's website, the existing landfill disposal fees are too low to meet operations and capital spending obligations.

*"On January 12, 2021, the Board of Supervisors adopted rate increases that were significantly less than the recommended rates noticed to ratepayers in October 2020. Therefore, **the current rates** (including the upcoming adopted rate increase effective January 1, 2022) **do not meet the County's revenue requirement to fund its capital spending obligations.**"*

Key Benefits to Rancho Cordova:

- Republic ensures enduring stability in rates for residents over the long term.

Section 6: Pros and Cons

Republic appreciates the opportunity to elaborate on the Pros and Cons list presented by the City. Republic has been a trusted partner to Rancho Cordova for nearly 20-years as shown by the recent survey results indicating that 91% of residents are satisfied with Republic. Be it last minute sponsorships, bin, porta potty, or hand

Figure 2: Annual Budget for SPLASH school education program - \$25,000/year

Years	Budget Category	Allocation	Annual Financial Impact	Deliverables
Years 1-4	Curriculum Development	14% - 20%	\$3,500-\$5,000	1 age group curriculum and activities fully developed (new age group each year)
	Materials/ Collateral	20%	\$5,000	Includes materials created/purchased for interactive presentations, educational handouts/take home collateral, other giveaways
	District-wide contest	20%	\$5,000	1 contest for all age groups, media of students choice. 3 winners and prizes for winners or winners' classrooms
	Presentations	40%-46%	\$10,000-\$11,500	15-20 presentations
	Field-Trips	NA	NA	Field trips for approx 20 classes in Rancho Cordova
Years 5-10	Curriculum Updating	8%	\$2,000	All age group curriculum being updated to ensure still in line with state education requirements and solid waste processes
	Materials/ Collateral	20%	\$5,000	Includes materials created/purchased for interactive presentations, educational handouts/take home collateral, other giveaways
	District-wide contest	20%	\$5,000	1 contest for all age groups, media of students choice. 3 winners and prizes for winners or winners' classrooms
	Presentations	52%	\$13,000	20-25 presentations
	Field-Trips	NA	NA	Field trips for approx 20 classes in Rancho Cordova

washing stations for events, Republic has delivered, every time.

enabling our employees to work safely without disruptions to our daily operations.

Corporate Structure

Since 1983, Republic has owned 3326 Fitzgerald Road, a 4-acre site where our 132 employees check-in to work daily. Nearly 1/3 of these employees also call Rancho Cordova home. They are raising their families, attending Rancho Cordova schools, shopping locally, and enjoying the many amenities the City has created.

The corporate structure of Republic has provided Rancho Cordova with many opportunities and stability throughout our tenure that other companies cannot offer. Some examples include, but are not limited to:

- Investment in Sustainability: Our financial stability and market expertise allow Republic to tackle the most significant problems and develop sustainable solutions. Examples include our investment in the Polymer Center, organic material processing in the Sacramento region, and our recent acquisition of US Ecology, a leading provider of environmental solutions offering treatment, recycling, and disposal of hazardous, non-hazardous, and special waste.

Emergency Response: Amidst the challenges posed by COVID-19, our corporate and area teams swiftly mobilized to disseminate up-to-date health and safety information to employees. We established protocols to aid local managers in facilitating testing and isolating employees, ensuring that day-to-day operations could proceed with a semblance of normalcy. The dedication to implementing health and safety guidelines reassured our local workforce.

Moreover, leveraging the expansive scale of Republic, we initiated the "Committed to Serve" initiative in Rancho Cordova. This involved purchasing hundreds of meals from local restaurants, supporting struggling businesses, and providing our employees with shop local gift cards. Capitalizing on our extensive reach and network of partners, we also procured gloves, masks, and hand sanitizers,

- Charitable Giving: We have the Republic Services Charitable Foundation, a program that provides financial support, in-kind products and services, and volunteer opportunities to nonprofit charitable organizations. These partnerships create a unique opportunity to strengthen the neighborhoods where our employees and customers live and work. In 2023 alone, Republic supported over 50 events in Rancho Cordova, 15 neighborhood renovation projects, and donated over \$30,000 to Rancho Cordova organizations.

Diversification

Republic is dedicated to cultivating sustainable diversion programs that prioritize the highest and most effective utilization of diverted materials. This commitment is demonstrated through initiatives such as the establishment of the Polymer Center and the acquisition of an anaerobic digester. It's essential to emphasize that merely setting a high diversion percentage target does not ensure a sustainable program that can be consistently met year over year. The most effective method for increasing diversion is through behavioral change programs that foster a culture of wanting to do the right thing.

Historically, many jurisdictions have focused on diversion without adequately addressing proper sorting and contamination prevention. This approach has resulted in increased contamination and a decline in the overall quality of recycled materials. The repercussions of this issue were evident when China ceased accepting imports of scrap paper and plastic, causing a significant drop in recycling commodity markets. Even five years later, the consequences of this decision persist.

Our augmented outreach budget has allowed us to provide a long-term increase in diversion rates from 43% - 47% over the ten-year period.

Vehicle Miles Traveled

To help minimize vehicle miles traveled, Republic initially proposed two methods to reduce travel distance: (A) sending recycling to Recycling Industries instead of Newby Island for

processing; (B) routing plastics to the Polymer Center instead of overseas markets.

To further decrease VMT from those stated above, Republic's BAFO includes the continued use of our third-party partner, Agromin, for processing organic material at the Elder Creek Transfer Station. As outlined above within Section 2, Agromin will transport *all* clean green waste (95-97% of all curbside-collected material) to Van Vleck Ranch in Rancho Murrieta. This results in a decrease of 244,920 vehicle miles traveled during the new contract term.

Public Education Budget

Republic's initial proposal included a public education plan and associated budget. To further demonstrate our commitment to developing and maintaining effective diversion programs within this BAFO, Republic proposes a new annual public education budget of over \$130,000. These additional dollars will be dedicated directly to behavioral change campaigns and school education programs that are not required elsewhere within the contract. While having an appropriate budget is crucial for successful public education, the proposed budget does not fully showcase the value provided by Republic.

One of the benefits of our company structure is that Republic employs professional graphic designers who create high-quality materials for the City at no additional cost. Compare this to contracting with a graphic design company to create all the educational materials used by the City and Republic, the public education expenditure would be significantly higher without any additional value in the deliverables to the City. The value of art direction, copy writing, editing, and design for Rancho Cordova projects totals more than \$15,000 annually, bringing the outreach benefits beyond \$145,000.

Total Cost Over 10-year contract

While Republic Services low base rates outweighed the proposed higher cost for extra bins, making us the overall low-cost hauler, we are committed to doing even more.

Republic is offering a new rate structure offering within this BAFO where Rancho Cordova residents will see a rate decrease between \$0.42 and \$0.67 per month beyond the originally proposed base rates, as outlined in *Attachment 3: Updated Form K*. These lower rates make Republic \$0.73 to \$0.83 less expensive, per month, than the other proposer's original rate proposal.

Additionally, we have drastically lowered the rate for extra recycle and organics carts, as found in the rate table in Form K.

As mentioned, we are proud to include newly proposed senior and low-income household discounted rate programs. These discounts will provide a 20% discount to eligible customers as described above in Section 1.

Remote Call Center

Republic consistently refines and enhances its customer service and user experience. An illustrative instance of implementing a best practice-based solution stems from the valuable lessons learned during the pandemic. Our prior investment in establishing a national customer service network and tool suite empowered us to seamlessly transition 1,800 agents to a work-from-home setup within just three days, all accomplished without any dropped calls.

In the aftermath of this transition, Republic observed notable enhancements in agent performance, average call metrics, and customer satisfaction scores in the subsequent months and years. This success prompted the development of a new customer service model, allowing agents to handle calls from any location with access to their technology. The adoption of this work-from-home model significantly improved the customer experience and contributed to heightened employee engagement and retention.

Another recent best practice involves organizing agents into locally based "satellite teams" and larger, regionally based "pods." Each satellite team and pod is responsible for a specific localized area of contracts, customers, and call types (customer service or sales). This approach enables agents to become intimately familiar

Rancho Cordova RFP – Republic Services BAFO

with the municipalities they serve and the specifics of their assigned contracts.

At present, Republic utilizes the Sacramento satellite team, channeling all customer service-related calls to a dedicated group of 13 agents specifically focused on assisting customers in the Sacramento area. In this BAFO, Republic proposes the following structural changes to the Sacramento satellite team:

- Preserve 13 dedicated agents to the Sacramento market. The lead manager has been with Republic for almost 9 years and is a proud resident of Rancho Cordova. (existing)
- Allow local agents to handle all calls from the City of Rancho Cordova, including new starts or changes in service levels. (new)
- Provide the City direct access to our CRC management and supervisory points of contact. (new)
- Do not allow calls from the City of Rancho Cordova to roll into the National network unless under extreme circumstances – including unanticipated instances of high call volume. (new)
- Recruit agents locally from the Sacramento region. (existing)

In essence, Republic suggests the implementation of a “virtual” local call center, offering the City the benefits of a locally based and a nationally connected call center.

RNG vs CNG

Republic has been using RNG to fuel Rancho Cordova’s CNG vehicles since 2015. RNG is a

subset of CNG. In the Sacramento region, all consumers of CNG are using the same CNG fuel sourced from the same pipeline. The difference lies in where the end-user receives credit based on the source of the CNG. The credited source determines whether the gas is considered CNG or RNG.

Beginning in 2015, Republic sourced RNG from gas captured from landfills, with a carbon intensity (CI) of 38-40. In early 2023, Republic initiated a competitive procurement process to find a new RNG provider. Clean Energy was selected by Republic, and a new contract was finalized. Under this new contract, Republic is now procuring RNG derived from dairy gas, with an average carbon intensity (CI) of negative 250. With this new contract, Republic can ensure that the City of Rancho Cordova will be using RNG fuel with the lowest CI in the vehicles servicing the City.

Conclusion

Since 2005, Republic Services has provided over 35 million container lifts to Rancho Cordova residential carts. No other hauler knows and loves Rancho Cordova like the employees at Republic Services. Throughout this time, we have proven our dedication to your city and residents by maintaining our low rates, continuing our investment in your local schools and youth, providing our continued support at local events and with organizations, and showing our fierce affection for the residents of Rancho Cordova. With a customer base that overwhelmingly supports Republic Services, we are the clear choice for the City of Rancho Cordova. Thank you for your consideration of this Best and Final Offer.

Attachment 1 – School Education - SPLASH

Grade	Prek-2nd	3rd-5th	6th-8th	9th-12th
Year Curriculum will be introduced	Contract Year 4 (Fall 2028)	Contract Year 1 (Spring 2025)	Contract Year 2 (Fall 2026)	Contract Year 3 (Fall 2027)
Primary Goal	Create awareness of the existence of waste trucks and bins	Increase understanding of proper separation habits with 3 bin-system	Reinforce all goals of earlier education level goals, while broadening to new topics. New topics include common misconceptions about recycling/organics and truth in labeling	Reinforce all goals of earlier education level goals, while broadening to new topics. New topics include common misconceptions about recycling/organics and truth in labeling
Intended Effects of Primary Goal	-Increase how often students notice waste/recycling items to plant the seed of critical thinking for later on	-Increase diversion and participation in recycling and organics recycling -Decrease contamination in 3-bins	-Reinforce the importance of waste information they should hopefully know already -Increase responsible shopping/consumption habits	-Reinforce the importance of waste information they should hopefully know already
Secondary Goal	Increase understanding of main/basic items that can go into blue recycling and green organics container	Form a connection between the student's actions and how those actions effect the environment and others (land/soil, water, air, community)	Increase understanding of the waste cycle, and that it evolves with time, and that it changes from program to program	Expand on the scientific and technologic processes involved in the waste cycle (landfill engineering, anaerobic digestion, composting, etc)
Intended Effects of Secondary Goal	-Start early participation in recycling and organics recycling -Garner interest for recycling	-Decrease in littering or other harmful activities -Increase in encouraging others to source separate properly -Increase in understanding their place in world	-Help students make educated guesses when determining if they should purchase, use, or recycle an item -Show students that there is a real reason why proper separation is important, and that there are operational and technological limitations	-Describe, in depth, the effects of improper separation on the environment -Display wide variety of career opportunities in solid waste
Tertiary Goal	Display very basic connection between doing the right thing and helping animals and plants	Explain the local waste cycle, including how recyclable items are made and how some are infinitely recyclable	Make a deeper connection between waste, various disposal/processing options, and global warming	Display where solid waste fits into environmental justice
Intended Effects of Tertiary Goal	-Begin to develop an association between students actions and the environment around them	-Show students that proper separation is their part in a larger process -Help students feel a connection to their community and their waste employees -Teach students how Earth's resources are used	-Teach students about one of the many factors contributing to global warming -Give students a deeper understanding of their actions	-Encourage sustainably minded students to consider solid waste as a topic of importance and a possible career choice -Give students a feeling of connection to their environment and community
California Next Generation Science Standards - Related Topics	<u>Life Science</u> -Students communicate ideas how they can reduce their impact on the environment -How do plants survive and thrive?	<u>Discipline: Earth and Space Science</u> -How do people protect Earth's resources and environment? <u>Discipline: Life Science</u> -How what happens when an animal/humans environment changes? How do organisms depend on each other? <u>Discipline: Physical Science</u> -What causes materials to have different properties	<u>Grade 6 Goal</u> -Students act as climate scientists who ask questions about the factors affecting global warming <u>Grade 7 Goals</u> -Students act as ecologists who develop a model of how energy and matter cycle between living and non-living parts of the Earth system -Students act as informed citizens who evaluate different designs based on how well they protect the environment and meet economic and social needs	<u>Biology</u> -Students act as conservation biologists who design and improve solutions to protect an ecosystem from the impacts of human activity <u>Earth and Space Science</u> -Students act as energy or resource managers who evaluate the cost and benefits of different solutions to extract or use energy and raw materials from the Earth -Students act as climate scientists who analyze data and results from climate models to forecast future changes to the Earth's system <u>Engineering and Design in Science Courses</u> -Analyze a major global challenge by understanding society's needs and the resources available to meet those needs -Break down complex real-world problems into smaller, more manageable problems that can be solved through engineering

Attachment 2 - Form E: Vehicle Specifications for New Vehicles

Form E VEHICLE SPECIFICATIONS <i>(complete one form for each vehicle of service provided - indicate new or used)</i>
--

1. Select Service			
☒ Garbage	☒ Recyclable Material	☒ Organic Recyclable Material	☐ Other:
☒ New <u>or</u> ☐ Refurbished			
2. Manufacturer and Model			
a. Cab and Chassis	Peterbilt 520		
b. Body	McNeilus Zero Radius		
c. Engine	Cummins ISLG NZ		
d. Transmission	Allison 3000RDS		
3. Cab and Chassis:			
a. Cab Height	114 inches		
b. Number of Axles	4		
c. Overall Length with Body Mounted	399 inches		
4. Body:			
a. Type of Body	automated side loader		
b. Rated Capacity	14 Tons		
c. Practical or Net Capacity	10.5 Tons		
d. Number of Collection Compartments	1		
e. Net Capacity of Each Compartment	27	cubic yards	
f. Overall Body Length	288.5	inches	
g. Body Height	110.4	inches	
h. Body Width	102	inches	
i. Loading Height Above Ground	12	Minimum (inches)	Maximum (inches)
		166	
5. Weight	57,500	GVW (lbs.)	35,800 Tare (lbs.)
6. Will the Vehicles be Owned, Leased, or Other?	owned		
7. Purchase / Lease Cost of Each Vehicle	\$ 374,000		
8. Fuel Type	RNG		
9. Fuel Usage	4.55	mpg	
10. Fuel Usage		g/bhp/hr.	
11. CO	0.3 - 1.5	g/bhp/hr.	
12. HC (total hydrocarbons)	0.56 - 0.57	g/bhp/hr.	
13. No_x	0.004 - 0.010	g/bhp/hr.	
a. Particulate Matter	0.000 - 0.002	g/bhp/hr.	
b. Safety Features	Cameras, reverse deeps, air horn		
c. Color	Republic dark blue		
d. GPS Monitoring and Tracking Features	Enabled		

Attachment 3 - Form K: Updated Service Rate Proposal, Option 2

Form K (continued) SERVICE RATES PROPOSAL

Base Rates are using the current carts,
Kiefer Landfill, and three large item pick-ups

	7/1/2024 Rates Republic	BASE PROPOSAL Option 1 Kiefer Landfill	Option 2 Alternate Landfill (optional)	Option 3 New Carts	Option 4 Two Large Item Collections	Service Alternative
Desired Landfill		Kiefer	Forward			
32-gallon trash can	\$28.95		31.96			
64-gallon trash can	\$34.47		38.06			
96-gallon trash can	\$45.91		50.69			
Street Sweeping	\$1.09		1.20			
Additional large item/yard (over 10 yards)	\$11.34		12.52			
Late set-out trash per cart (same day)	\$7.34		8.10			
Late set-out trash per cart (next day)	\$12.45		13.75			
Late set-out recycle per cart (same day)	\$6.68		7.38			
Late set out recycle per cart (next day)	\$10.38		11.46			
Late set-out green waste/cart (same day)	\$6.68		7.38			
Late set-out green waste/ cart (next day)	\$11.80		13.03			
Extra 32-gallon trash cart	\$7.89		8.71			
Extra 64-gallon trash cart	\$11.08		12.23			
Extra 96-gallon trash cart	\$15.68		17.31			
Extra recycle cart	\$2.98		3.29			
Extra green waste cart	\$5.12		5.65			
Extra cart exchange	\$33.05		36.49			
Recycle contamination charge	\$23.34		25.77			
Green waste contamination charge	\$23.34		25.77			
32-gallon cart replacement with delivery	\$78.08		86.21			
64-gallon cart replacement with delivery	\$83.35		92.03			
96-gallon cart replacement with delivery	\$88.56		97.88			

The monthly fees for residential waste collection and recycling services are dependent on the garbage can size. The monthly fees cover the following services: curbside collection of trash, recyclables, organics, batteries, oil, oil filters and sharps; public education and outreach; customer service and billing; the bulky item program and illegal dumping collection; street sweeping; and one additional free recycling or organics cart.

CITY DIRECT CHARGES		
Debris Collection Service above 2,000 yd ³ (Section 12.02.2)	75	Per Ton
Street Sweeping Other Associated Work (Section 17.23.1)	130	Per Vehicle per Hour
Emergency Services Hourly Rate (Section 19.01)	209.47	Per Vehicle per Hour

Exhibit 7

3562

3563

Monthly Street Sweeping Reports

3564 Contractor shall compile data on a daily basis and report the following information in
3565 electronic format to City on a monthly basis:

3566 Daily Route Data – Contractor shall provide the following data for each portion of the route
3567 swept. Data shall include at a minimum, the following information:

- 3568 1. Date of sweep
- 3569 2. Route number
- 3570 3. Street Sweeper identification number performing each route
- 3571 4. Name of sweeper operator on each route
- 3572 5. Total number of miles scheduled on entire route
- 3573 6. Total number of miles swept on entire route
- 3574 7. Beginning and ending odometer readings for portion of route completed
- 3575 8. Location of Sweep Waste transfer site or dumpsite
- 3576 9. Estimate of tons of debris collected and delivered to transfer site or dumpsite
- 3577 10. Estimate of volume (in cubic yards) of debris collected and delivered to transfer
3578 site or dumpsite
- 3579 11. Listing of streets not swept and reason for not sweeping
- 3580 12. Approximate number of parked cars using on-street parking on each sweep route
- 3581 13. Location of street trees that interfere with sweeping operations

Exhibit 8**Example Quarterly Report Table Format and Content**

3582

3583

3584

3585 **Customer Services Comment Report**

<u>Services Performed</u>		JAN	FEB	MAR
BU1	Charged Bulky Pickup service	205	181	343
BU2	Violation of Bulky policy and or piles larger than 10yds (yds over collected)	54	284	327
BU3	Illegal Dumping / City reported (yds collected)	23	32	3
BUL	Scheduled Bulk Pickups-Regular	1717	1584	2564
APP	Scheduled Bulk Pickups-White Goods	127	126	177
EXB	Extra Pickup -- Same Day	7	6	0
EXR	Extra Pickup -- Off Day	17	13	26
EXC	Chargeable Container Exchange	4	1	4
RTM	Missed Trash Pickups	253	101	105
RRM	Missed Recycle Pickups	113	38	53
RYM	Missed Greenwaste Pickup	55	52	26
NCE	Valued Customer Courtesy Ret-Trip	12	18	15
MED	Sharps Stops for Pickups	14	18	36
MED	Sharp Container Pickups	22	31	48
<u>Comments or Call-Ins</u>		JAN	FEB	MAR
CSNC	Non-Billable Cart Change	0	1	6
CSBC	Change in Billing Cart Size	6	6	11
CSTN	Tagged-No Service	0	0	0
CSTY	Tagged-Still Serviced	0	0	0

Residential Solid Waste Services and Street Sweeping Contract3586 Residential Disposal Report

	Report Year	2023	
	Disposal Site: Newby Island MRF	Jan	Feb
A1	Recyclables Collected	549.9	389.3
A2	Residual %	18%	18%
A3	Residual Amount (A1*A2)	99.0	70.1
A4	Net Diverted Recyclables (A1-A3)	450.9	319.2
	Disposal Site: Forward Landfill; Kiefer Landfill		
B1	Waste Collected	1,504.6	1,211.4
	Disposal Site: Disposal Site Varies		
	Mixed Organic Waste Collected (tons)	749.9	870.0
	Residual % - estimation*	3.46%	
	Residual Amount (tons)	25.95	-
C1	Total Diverted (tons)	723.96	869.96
	Disposal Site: Organics Waste Disposal Site Allocations		
	Percentage allocated to Bowles Farming, Dos Palos (tons) estimate	63.43%	
	Yard Waste sent to Bowles Farming, Dos Palos (tons) estimate	475.67	-
	Percentage allocated to Van Vleck, Rancho Murieta (tons) estimate	9.08%	
	Yard Waste sent to Van Vleck, Rancho Murieta (tons) estimate	68.09	-
	Percentage allocated to Yolo County Central Landfill (tons) estimate	27.49%	
	Mixed Organics sent to Yolo County Central Landfill (tons) estimate	206.15	-
	Disposal Site: Elder Creek		
D1	Bulky Item Clean-up White Goods	14.1	23.0
	Disposal Site: Zanker (Florin Perkins Disposal) and Sierra Waste		
E1	Bulky Item Material Collected	336.2	263.5
E2	Residual % - estimation*	20.1%	20.1%
E3	Residual Amount (E1*E2)	67.61	52.98
E4	Net Diverted Bulky Items (E1-E3)	268.6	210.5
F1	Illegal Dumping Yards Collected**		
	Recycling Facility: Safety Kleen		
H1	Used Oil (Gallons)	46	350.0
H2	Oil Filters	11	95.0
H3	Used Oil Diversion (H1*7.58lbs/2000)	0.2	1.3
	Recycling Facility: CEAR		
I1	CRT Collection - Sierra Waste	3.15	1.52
I2	CRT - Elder Creek	-	-
I3	Total CRT (I1+I2)	3	2
I4	CRT Diversion (I3*50 lbs/2000)	0.08	0.04
	Recycling Facility: Modern Waste		
J1	Batteries (Bags)	34	195
J2	Batteries Diverted -Tons (I1/2000)	0.05	0.3
	Disposal Site: Stericycle		
K1	Sharps Stops for Pickups	10	21
K2	Sharp Container Pickups	18	37
T1	Total Diverted (A4+C1+D1+E4+G1+H3+I4+J2)	1,457.9	1,424.3
T2	Total Disposed (A3+B1+E3)	1,697.1	1,334.5
T3	Total Collected (T1+T2)	3,154.9	2,758.8
T4	Diversion Rate (T1/T3)	46.2%	51.6%
	*estimation based on SWA's facility average from the past quarter		
	**Yardage correlated with the city service requests		

3587

Exhibit 9

3588

Administrative Charges

3589

3590

PERFORMANCE STANDARD ITEM	ADMINISTRATIVE CHARGE	IF CURED WITHIN 30 Days (1)	CONTRACT REFERENCE (2)
ARTICLE 1 - DEFINITIONS			
ARTICLE 2 - TERM OF CONTACT			
ARTICLE 3 -CONDITIONS GOVERNING SERVICES PROVIDED BY THE CONTRACTOR			
ARTICLE 4 - FRANCHISE FEES AND PAYMENTS			
Failure to submit to City all payments by the deadlines required under the provisions of this Agreement	1% of total amount due for every month or portion of a month overdue.		Article 4
ARTICLE 5 -COLLECTION RATES			
ARTICLE 6 -COLLECTION SERVICE BILLINGS			
ARTICLE 7 - DIVERSION REQUIREMENTS			
Failure to meet Annual Minimum Diversion Requirement	Shortfall of 0.1% - 2%: \$25,000 Shortfall greater than 2%: \$50,000		Article 7
ARTICLE 8 - SERVICE UNITS			
Failure to provide carts to new Service Units within five (5) Work Days (3)	\$50/day		Section 8.02.1

Residential Solid Waste Services and Street Sweeping Contract

ARTICLE 9 - GENERAL REQUIREMENTS			
Commingling of any of the three commodities or Commingling of any City materials with non-City materials	\$1,000/event		Section 9.07
Disposing of Recyclable Materials or Organic Recyclable Materials without the City's written approval	\$1,000/event		10.08.3
Failure to follow Recyclable Materials and Organic Recyclable Material Contamination Protocols or issue Contamination Notice	\$250/route/day		Section 9.09
Failure to complete Transition Plan as specified in Exhibit 9	\$100/day/individual requirement	\$0.00	9.14
Failure of collection containers to be compliant with the specifications of Exhibit 4	\$50/container/day	\$0.00	Exhibit 4
ARTICLE 10 - RESIDENTIAL COLLECTION SERVICE			
Failure or neglect to complete at least ninety percent (90%) of each route on the regularly scheduled collection day	\$1,000/route		Articles 10, 13
Providing collection services outside of specified hours and days of collection	\$100/day		Section 10.05
Failure to return containers to the upright position in the same location as set out for collection	\$25/container for any more than ten (10) knocked over containers per day for all routes		Section 10.06

Residential Solid Waste Services and Street Sweeping Contract

Failure to provide Additional Containers within five (5) Work Days of Service Recipient request (3)	\$50/day	Section 10.06.3	
Failure to replace containers within five (5) Work Days of Service Recipient request (3)	\$50/day	Section 10.06.4	
Failure to exchange containers within five (5) Work Days of Service Recipient request (3)	\$50/day	Section 10.06.6	
Delivery of any Solid Waste load to a non-Approved facility	\$1,000/load	Sections 1.35, 1.56, 1.61 Sections 10.07.2, 10.08.3, 10.10.2	
Failure to schedule and collect Large Items within (7) Work Days of Service Recipient request (3)	\$50/day	Section 10.12.2	
Failure to process bulky waste and large Items for recovery using a City approved certified sorting facility	\$250 per load	Section 10.12.4	
ARTICLE 11 - CITY COLLECTION SERVICES			
ARTICLE 12 - OTHER COLLECTION SERVICE			
ARTICLE 13 - COLLECTION ROUTES			
Changing routes without proper notification and approval by the Contract Administrator	\$500/route/day	Section 13	

Residential Solid Waste Services and Street Sweeping Contract

Failure to conduct the required number of Route Reviews	\$50/review below minimum required annual number	\$0.00	Section 13.04
ARTICLE 14 - BILLING AUDITS AND PERFORMANCE REVIEWS			
ARTICLE 15 - COLLECTION EQUIPMENT			
Failure to use new collection vehicles as of July 1, 2026			\$100/day /vehicle
			\$0.00
Using a collection vehicle that is older than ten (10) years without City's written permission	\$100/day/vehicle		Section 15.02
Failure to display Contractor's name and customer service phone number on Collection vehicles as required	\$100/incident/day	\$0.00	Section 15.07
Vehicles in excess of legal load weight	\$100 per vehicle after ten (10) such instances in any given calendar quarter unless overweight by more than one (1) ton (2,000 lbs.)	Section 15.04	
Vehicles in excess of 2,000 lbs. legal load weight	\$250 per overweight load	Section 15.04	
ARTICLE 16 - CONTRACTORS OFFICE			
Failure to maintain call center hours as required by this Agreement			\$100 per day
			\$0.00

ITEM 20.1.

Residential Solid Waste Services and Street Sweeping Contract

Failure to respond to messages by the end of the next Work Day (3)	\$50/day	16.01.4	
Directing calls to City	\$100 per call		Section 16.02
Any failure to have customer service representative answer phone call within a two (2) minute average for any month	\$2,500 per month		Not directly cited
For each caller having to wait more than ten (10) minutes before call is answered or abandoned	\$50/call for all such calls in excess of one (1) per 1,000 calls received		Not directly cited
ARTICLE 17 - STREET SWEEPING SERVICES			
Operating street sweeping vehicles in excess of ten (10) miles per hour while on route			\$100/day /vehicle
			Section 17
Failure to maintain operable GPS system in street sweeping vehicle	\$100/day/vehicle	\$0.00	Section 17.20.3
Failure to fully complete a route as scheduled	\$250/route	Section 17.19.1	
Failure to provide required Monthly Report	\$100/day	\$0.00	Section 17.25
ARTICLE 18 - OTHER SERVICES			
Failure to perform all of the approved Public Education and Outreach Plan activities.			\$500/acti vity
			\$0.00
ARTICLE 19 - EMERGENCY SERVICE PROVISIONS			

Residential Solid Waste Services and Street Sweeping Contract

ARTICLE 20 - RECORDKEEPING AND REPORTING					
Failure to provide the City with an up to date Implementation Record upon City's request				\$1,000/day	\$0.00
Failure to submit to the City all reports by the required deadlines	\$100/day	\$0.00	Section 20.02.1 Section 20.03.1		
Failure to include all parts of quarterly and annual reports	\$100/day	\$0.00	Section 20.02.02 Section 20.03		
ARTICLE 21 - NONDISCRIMINATION					
ARTICLE 22 - SERVICE INQUIRES AND COMPLAINTS					
Failure to respond to each compliant no later than the end of the following Work Day after receipt of complaint (3)				\$50/incident	Section 22
Failure to have resolved or initiated timely corrective action to resolve a complaint within three (3) Work Days of receipt of complaint (3)	\$50/incident		Section 20.01.5		
Failure to collect missed collection container by close of the next Work Day (3)	\$50/day		Section 22.1		
ARTICLE 23 - QUALITY OF PERFORMANCE OF CONTRACTOR					
ARTICLE 24 - PERFORMANCE BOND					
Failure of Contractor to provide proof of performance bond as required by this Agreement				Agreement Default	\$500 per Cured with days

Residential Solid Waste Services and Street Sweeping Contract

ARTICLE 25 - INSURANCE						
Failure of Contractor to provide proof of insurance as required by this Agreement					Agreement Default	\$500 per day cured within days
ARTICLES 26-30						
ARTICLE 31 - CONTRACTOR'S PERSONNEL						
Failure to have Contractor personnel in Contractor-provided uniforms					\$25/day/employee	\$0.00
ARTICLES 32-52						
(1) If not cured within 30 days Administrative Penalties shall apply from the original date of the infraction, except in the case of the proof of the Performance Bond and Insurance, which shall incur an administrative charge of \$500 per day until cured.						
(2) Not limited to cited reference. Other references may also apply.						
(3) Contractor to track and report performance relative to these Performance Standards as part of quarterly reports.						

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MEMORANDUM



ITEM 20.2.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Senior Management Analyst
SUBJECT: SELECTION OF OFFICIAL CITY FLOWER

RECOMMENDATION

Select the official City of Rancho Cordova flower.

RESULT OF RECOMMENDED ACTION

The official City flower would be unveiled to draw community participation and to distribute the flowers to be planted throughout the city.

BACKGROUND

All 50 states have adopted various symbols and all of them have flower symbols to represent their state. Cities and communities also adopt symbols, such as flowers, that raise public awareness of the area's habitat, to foster public stewardship for its continued existence, to engage residents and business owners in beautification efforts, to provide opportunities for students to learn, to incorporate flowers within art initiatives, and to encourage the planting of flowers within a city/community.

During the August 7, 2023, City Council Meeting, it was requested by the City Council to bring this item to a future meeting for discussion. The item was discussed on October 16, 2023, and City Council supported the naming of an official flower, with research planned for late 2023 and outreach and a campaign planned for early 2024.

Several flowers were researched with input also given by a biologist to narrow the list of potential flowers down for residents to vote on. Multiple factors were considered, including things such as:

- Selecting a flower that is native to California
- Selecting a flower that is zoned for our climate
- The availability to purchase the flower in seed or in plant form
- Not selecting a flower that is endangered, in threatened status, or is considered rare
- Not selecting a flower that is considered invasive
- Not duplicating an official flower in our region (or the State flower)

Through these efforts, the list was narrowed to six options and a campaign to select the official

City flower was launched in January 2024. Staff encouraged residents, business owners, students and others to vote for the flower that best symbolizes the City of Rancho Cordova. More than 600 people cast their vote. In addition to the six options listed, people could also write in an option. Ninety-five percent of the people who participated cast their vote for one of the six flowers listed. The flowers are listed below with the percentage of votes cast (rounded to whole numbers):

- Baby Blue Eyes (34%)
- Iris (18%)
- Tidy Tips (17%)
- Sage (11%)
- Yarrow (9%)
- Clarkia (6%)
- Other (5%)

The other write-in options included 19 different flowers, with most suggestions occurring only once. For those that occurred more than once, California Poppy, Rose, and Lupine were suggested 3-4 times each. These three flowers are flowers either represented by our State flower or are official city flowers of neighboring jurisdictions, such as Roseville and Davis.

The majority of votes cast were for Baby Blue Eyes, leading by more than 100 votes over the next most popular flower option.

FISCAL IMPACT AND FUNDING SOURCE

The cost of naming an official City flower could have elements of community engagement efforts, marketing, branding, a contest, or some other initiative tied to the implementation of the official flower designation. At this stage, there is no direct fiscal impact on the City's operating budget, but it would take time and effort to implement by staff.

ATTACHMENT(S)

1. Presentation



SELECTION OF OFFICIAL CITY FLOWER

March 4, 2024



HELP US CHOOSE THE CITY'S OFFICIAL FLOWER



VOTE for the
RANCHO CORDOVA

OFFICIAL CITY FLOWER

Help Us Choose the City's Official Flower
The City of Rancho Cordova would like to identify an official flower to promote the city's positive image and enhance beautification efforts. Some suggested options are shown below.

 Baby Blue Eyes (<i>Nemophila menziesii</i>)	 Yarrow (<i>Achillea millefolium</i>)	 Sage (<i>Salvia clevelandii</i>)
 Iris (<i>Iris douglasiana</i>)	 Tidy Tips (<i>Lavio platyglossa</i>)	 Clarkia (<i>Clarkia unguiculata</i>)

For More Information
Contact us: 916.851.8878 or
SDeLaney@CityofRanchoCordova.org

Cast Your Vote!
Choose which flower you'd like to see as the official city flower by scanning the QR code.



RANCHO CORDOVA
CALIFORNIA
CityofRanchoCordova.org

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916.851.8700



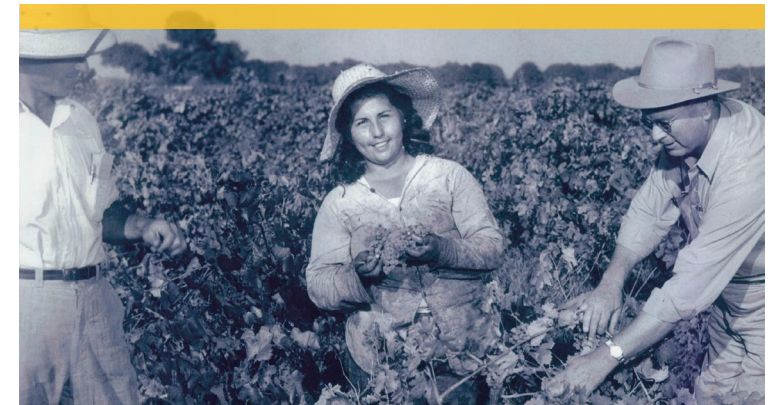
- August 2023, Council requested that a discussion take place at a future meeting regarding this topic
- October 2023, the discussion took place and Council supported the naming of an official flower
- Late 2023, researched flower options
- January 2024, campaign launched, and voting opened
- February 2024, voting closed
- More than 600 people cast their vote for their favorite flower

FACTORS CONSIDERED FOR FLOWERS LISTED IN CAMPAIGN

Several flowers were researched with input given by a biologist to narrow the list of potential flowers down to six to vote on.

Staff encouraged residents, business owners, students and others to vote for the flower that best symbolizes the City of Rancho Cordova. Multiple factors were considered, including things such as:

- Selecting a flower that is native to California
- Selecting a flower that is zoned for our climate
- The availability to purchase the flower in seed or in plant form
- Not selecting a flower that is endangered, in threatened status, or is considered rare
- Not selecting a flower that is considered invasive
- Not duplicating an official flower in our region (or the State flower)



VOTING BREAKDOWN

95% of the people who participated cast their vote for one of the six flowers listed.



Baby Blue Eyes
(*Nemophila menziesii*)

34%



Iris
(*Iris douglasiana*)

18%



Tidy Tips
(*Layia platyglossa*)

17%



Sage
(*Salvia clevelandii*)

11%



Yarrow
(*Achillea millefolium*)

9%



Clarkia
(*Clarkia unguiculata*)

6%

The remaining 5% of the votes cast were write-in options.

WRITE-IN OPTIONS SUBMITTED

- 5% of the total votes cast were write-in options
 - Of those, 19 different flowers were suggested
 - California Poppy, Rose, and Lupine were suggested 3-4 times each and all others were suggested once. Those suggested multiple times are the official flowers of Roseville, Davis, and the State of California.

List of Write-in Options				
Poppy (4) <i>State of California</i>	Rose (3) <i>City of Roseville</i>	Lupine (3) <i>City of Davis</i>	Alstroemeria	Blue/Red Spider Lily
Calibrachoa	California Fuchsia	Checkerbloom	Crepe Myrtle	Dahlia
Dandelion	Elderflower	Lily of the Valley	Morning Glory	Peony
Pipevine	Sunflower	Yellow Begonia	Yellow Sweet Broom	

FLOWER WITH THE MOST VOTES

Baby Blue Eyes received the most votes, leading by more than 100 votes over the next most popular flower option.

It is an annual herb that is native to California and typically blooms from late winter until late spring to early summer. It grows along the American River Parkway.

- Low spreading, shrub-like plant
- Easy to start from seed
- Grows to 6-12 inches high and over a foot wide
- Attracts garden pollinators
- Can be used in containers, borders, in annual gardens, and rockeries
- Requires little maintenance
- Has moderate drought resistance



NEXT STEPS

- Select the official City of Rancho Cordova flower
- Announce the flower on National Flower Day
- Hold a planting event/pass out seeds to attendees
- Incorporate the flower in future initiatives such as beautification efforts, art, education, etc.

MEMORANDUM



ITEM 20.3.

DATE: March 4, 2024
TO: Honorable Mayor and Council Members
FROM: Matt Tamayo, Chief of Police
SUBJECT: RANCHO CORDOVA POLICE DEPARTMENT UPDATE

RECOMMENDATION

Receive information.

RESULT OF RECOMMENDED ACTION

This item is for informational purposes only.

BACKGROUND

The Rancho Cordova Police Department (RCPD) will present an educational update. The presentation will include an update on the Crime Suppression Unit and technology in policing. The Crime Suppression Unit (CSU) is a highly qualified team focused on addressing criminal activity in Rancho Cordova through proactive enforcement, investigations and partnerships. The CSU team for Rancho Cordova is a unique team for the Sheriff's Office and is an enhancement for RCPD funded from the Community Enhancement and Investment Fund, specifically Measure H. The presentation will also cover an update on technology-driven policing tools currently employed by RCPD, as well as forthcoming advancements in technology.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Presentation

ITEM 20.3.

ATTACHMENT 1



**RANCHO CORDOVA
POLICE DEPARTMENT**



2897 Kilgore Road
Rancho Cordova, CA 95670

916-875-9600

www.RanchoCordovaPD.com



Rancho Cordova Police Department Update

March 4, 2024



ITEM 20.3.

RANCHO CORDOVA POLICE DEPARTMENT

ATTACHMENT 1

Tonight's Discussion

Program Updates:

- Crime Suppression Unit
- Technology Update

RCPD will be providing updates to Council every 3-6 months on specific programs going forward.



Crime Suppression Unit (CSU)

CSU is a highly qualified team focused on addressing criminal activity in Rancho Cordova through proactive enforcement, investigations, and partnerships started in 2015 through Community Enhancement & Investment Fund.

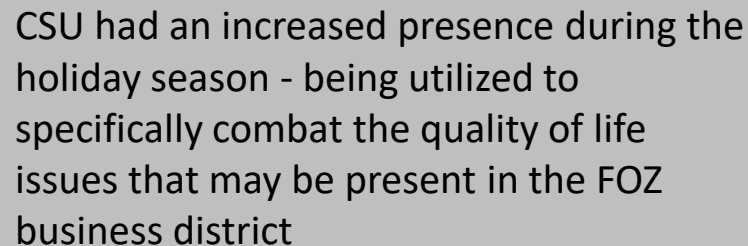
- 1 Sergeant and 4 Officers
 - Sergeant has 20 years of experience (Homicide, Major Narcotics, Child Abuse, Patrol)
 - Hand-selected officers have 36 years of combined Law Enforcement experience
- Narcotic and gang activity
- Felony crime investigations
- ShotSpotter
- Probation and Parole searches
- Search warrants and surveillance
- Fugitive Apprehension
- Risk assessment and security
- Partnerships
- Personnel multiplier
- Other duties as needed





Crime Suppression Unit (CSU)

Holiday FOZ Business District Deployment





CSU and POP – Holiday Deployments

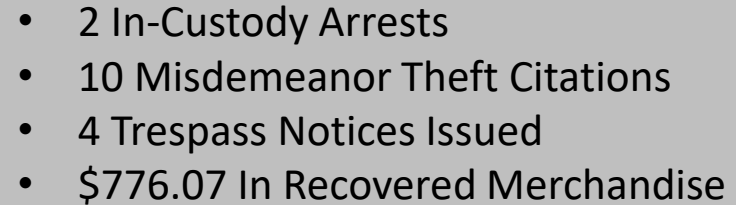
December 20th Holiday Blitz Results



- 6 in-custody arrests
- 15 Misdemeanor citations
- 2 Trespass notices issued
- 4 Vehicle searches
- 30.7g of fentanyl
- \$4,306.26 Recovered merchandise



January 5th Holiday Blitz Results





ITEM 20.3.

Recent CSU Investigations



1. CSU partnered with the sheriff's office Gang Suppression Unit (GSU)
 - Investigation related to subjects who were allegedly selling firearms in Rancho Cordova and the surrounding areas
 - 25 Firearms recovered
 - Over \$200,000 booked as evidence
 - Two subjects arrested
2. Robbery Series spanning several months
 - CSU partnered with Robbery Detectives
 - Utilization of camera technology
 - Two firearms recovered
 - Two subjects arrested



ITEM 20.3.

CSU Community Involvement



- Community events
- Holiday events
- Special requests



ITEM 20.3.

RANCHO CORDOVA POLICE DEPARTMENT

ATTACHMENT 1

Technology- Based Policing

Present:



Deployable Camera Trailers



ShotSpotter



RCPD Drone Program



BWC/ICC

- License Plate Readers
- Infrastructure: Significant upgrade to fiber in 2018
 - Increased Reliability
 - Expanded Bandwidth
 - Less susceptible to weather



Technology- Based Policing

Future:



DOT Camera Upgrades
(in-progress)



Real Time Information Center



ITEM 20.3.

RANCHO CORDOVA POLICE DEPARTMENT

ATTACHMENT 1

Technology- Based Policing

Questions?