

ATTACHMENT 3

GENERAL OPERATING STANDARDS AND PROCEDURES

1.0 GENERAL SERVICES TO BE PROVIDED

- A. **Inspection of Loads.** Contractor will inspect all inbound materials to the Shoreway Center at the time of dumping to ensure that the loads do not contain any materials not accepted at the Shoreway Center.
- B. **Ownership of Materials.** Once the vehicles have dumped and the trucks have left the Shoreway Center, the ownership and responsibility for the proper management of the materials resides with the Contractor. The Contractor remains responsible for the Materials until the Designated Disposal Site, Designated Processing Site, or materials buyers take ownership. The SBWMA assumes no ownership or responsibility for the proper management of Materials at the Shoreway Center.
- C. **Contractor's Use of Premises.** Contractor shall use the Shoreway Center only for the processing of Solid Waste and Recyclable Materials delivered under this Agreement and for directly related support purposes. The Contractor will not bring-in or cause to be brought-in, Materials to the Shoreway Center without prior written approval of the SBWMA.
- D. **Tipping Area.** Contractor will keep the MRF and transfer station tip areas open and clear of piles to the extent necessary so that safety and Material tipping is optimized.
- E. **Vehicle Turnaround.** Contractor will be required to maintain operating efficiency within the transfer station, MRF and Buyback/Drop-off centers to ensure customers and other vehicles are able to dump Materials quickly and in accordance with the Vehicle Turnaround Guarantee.
- F. **Off-site Impacts.** Contractor will operate the Shoreway Center to minimize the off-site impacts (e.g., litter, odor, traffic, noise) of the Shoreway Center operations. Correction of off-site impacts that result from the operations of the Shoreway Center by the Contractor will be the responsibility of the Contractor. Contractor will make every effort to prevent vehicles from stacking onto Shoreway Road. If vehicles stack off the Shoreway Center property, the Contractor will provide personnel to control traffic and ensure that through-traffic on Shoreway is not impeded.
- G. **Care of Shoreway Center.** Contractor will use the structures and operate the facilities in such a way that minimizes Shoreway Center and equipment wear.
- H. **Safety Plan.** Contractor will provide to the SBWMA within 90 days of the signing of the Agreement, a comprehensive Safety Plan (Attachment 18) that covers all aspects of anticipated Shoreway Center operations and transportation. The Contractor will implement the Safety Plan (including specific safety protocols for all Shoreway Center workers, drivers of commercial vehicles, Shoreway Center customers and site visitors), implement a training program, maintain an on-going schedule for safety review meetings with mandatory attendance by all regular employees (as well as periodic trainings for new-hires or temporary workers), and maintain documentation of the Safety Plan activities.

- I. **Additional Materials Processing.** The SBWMA may want to recycle additional materials not conceived at the time of this Agreement signing. At the request of the SBWMA, the new Contractor (within 60 days) shall propose a plan for the processing and marketing of new materials targeted for recycling. The plan shall include projected labor, equipment and space requirements needs and an analysis of costs and revenues related to the recycling effort. The SBWMA may accept, reject or modify any such plan and Contractor shall be entitled to compensation for implementing the plan as agreed to by the Parties.
- J. **Coordination with Collection Contractor(s).** Contractor will work closely and coordinate with the Collection Contractor(s) to ensure that on-site traffic flows smoothly and efficiently, that inbound Materials are delivered to the proper location on the Shoreway Center property, and that Materials delivered to the Shoreway Center are of acceptable quality.
- K. **Signage.** The SBWMA will post signs at the Shoreway Center to control traffic and to inform users of the Shoreway Center of pertinent information (e.g., regulations, hours of operation, material types accepted, rates charged, and a local telephone number to call for information or in case of emergency). Contractor shall maintain and repair these and other on-site signs. Contractor shall not post any signs without the prior written consent of the SBWMA.
- L. **Traffic Control.** Contractor shall be responsible for the safe control and direction of traffic once it enters the Shoreway Center. Contractor will ensure that on-site traffic is controlled and directed so that vehicles move around the site in a safe and efficient manner. Contractor shall make optimal use of queuing lanes and unloading spaces and shall operate and park vehicles so as not to impede on-site traffic flow.
- M. **Control of Blowing Debris.** Contractor shall sweep daily (1) all areas within the Shoreway Center, and (2) Shoreway Road collecting all debris in these areas. Debris so collected shall be disposed of at the Shoreway Center.
- N. **Vector Control.** Contractor shall conduct the operation of the Shoreway Center in such a manner as to ensure that conditions are unfavorable for production of rodents and insects. In the event that rodent and insect activity becomes apparent to the Local Enforcement Agency or the SBWMA, supplemental vector control measures shall be initiated by Contractor, as directed by the Local Enforcement Agency and/or the SBWMA.
- O. **Odor, Dust and Noise Control.** Contractor shall control odor and dust at the Shoreway Center by use of installed dust and odor control systems in place at the transfer station.
- P. **Fire Control.** Contractor shall provide all necessary and appropriate fire control equipment. Prior to commencing operations at the Shoreway Center, Contractor shall submit a fire control/handling plan for the Shoreway Center and obtain approval from the SBWMA.
- Q. **Personnel.** Contractor is required to provide sufficient numbers of qualified and trained staff necessary for operating the Shoreway Center, transporting of Materials, recovering and marketing recyclables, and other obligations necessary to operate the Shoreway Center.

There will be at least one employee of the Contractor (or a designated sub-contractor or security company) physically in attendance at the Shoreway Center at all times, whether or not the Shoreway Center is operating or open.

During the hours of 6 a.m. to 5 p.m., seven (7) days a week, there will be a manager or lead worker who is the representative of Contractor on-site. At all other times, there will be a supervisory employee designated as emergency coordinator who will be on-call. Employees who are on-site (and the SBWMA staff) will be instructed how to contact this emergency coordinator.

- R. **Training of Personnel.** Contractor shall provide adequate operational and safety training for all of its employees who are involved in performing operations at the Shoreway Center.
- S. **Equipment.** Contractor is required to purchase, lease, or otherwise procure, all rolling stock, materials, and supplies necessary for operating the Shoreway Center, transporting solid wastes, recovering and marketing recyclables, and performing all other obligations envisioned under this Agreement and the RFP. All equipment proposed for use at the Shoreway Center shall be new off-road and on-road rolling stock (i.e., loaders, forklifts and tractor trailers). Six months prior to the commencement of services by the Contractor, the Contractor shall submit to SBWMA a list of the equipment for use at the Shoreway Center and in the transfer of Materials.
- 1) All equipment shall comply with all applicable federal, state, and local laws, including (1) U.S. Department of Transportation: Federal Motor Vehicle Safety Standards; Federal Motor Carrier Safety Regulations; Interstate Motor Carrier Noise Emissions Standards, (2) U.S. Environmental Protection Agency: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, and (3) Bay Area Air Quality Management District.
 - 2) All tractors and transfer trailers (individually and in combination) shall comply with the applicable laws. Tractors and transfer trailers shall be painted in a uniform color scheme approved by the SBWMA and shall prominently display a SBWMA service mark (logo), the design and placement of which are subject to SBWMA approval.
 - 3) Contractor shall furnish backup, substitute or replacement equipment necessary to continue uninterrupted operations, transfer and disposal when equipment regularly in service is inoperable or unavailable.
 - 4) Contractor shall use blade guards and rubber tires on all mobile equipment operated in and around the tipping floor of the MRF and transfer station and shall use due care in their operation to avoid damaging the tipping floor.
 - 5) Contractor shall follow manufacturers' guidelines for equipment use and equipment manufactures' warranties. Any costs that arise from voided equipment warranties (voided as a result of the Contractor not providing proper equipment care as specified by the manufacturer) will be the responsibility of the Contractor.
- T. **Cleaning.** Contractor shall maintain all properties, Facilities and equipment used in providing service under this Agreement in a safe, clean, neat and operable condition at all times. Tractors and transfer trailers shall be thoroughly washed

on the exterior at least once every week and thoroughly cleaned with pressurized hot water at least once per year. Building office areas shall be cleaned daily. Work areas within buildings and structures shall be swept daily and washed twice weekly. The refuse transfer truck loading area shall be cleaned and swept at the end of each operating day. Transfer station tunnels will be washed daily and all Materials and debris will be cleaned from the tunnels. Tunnel sumps will be maintained so that no standing water is present within the transfer station tunnels. The transfer and MRF buildings shall be thoroughly cleaned inside and out with water at least once per year and once immediately prior to expiration of the Term of this Agreement.

Solid Waste may not be left on the tipping floor for more than 24 hours or as otherwise required by regulatory agencies. Solid Waste shall be removed to the Designated Disposal Site within 48 hours after its delivery to the Shoreway Center or as directed by the LEA. Wastes shall not be disposed of into storm drains, or into sanitary sewers without proper pretreatment that meets regulatory requirements.

- U. **Establishment of Vehicles' Tare Weights.** Before the commencement of service, Contractor shall provide the SBWMA with a copy of its standard methodology for determining tare weights for SBWMA's review and approval. Contractor shall modify its standard methodology if requested to do so by SBWMA. Before the commencement of service, the Contractor shall weigh each Collection Contractor vehicle, which may be used to deliver Materials to the Shoreway Center, to determine their unloaded ("tare") weights. Vehicles to be weighed include, but are not limited to, front, side and rear loaders, roll-off trucks, street sweepers, recycling trucks, pickup trucks, vans and trucks and trailers. In addition, during the same period of time, Contractor shall weigh each transfer trailer. The tare weight of each vehicle shall be provided to the SBWMA and Collector along with the vehicle number within thirty (30) days after each vehicle is weighed. Contractor shall be responsible for coordinating the weighing of vehicles with SBWMA, the Member Agencies and their Collection Contractor(s).
- a) When additional or replacement vehicles are placed into service by the SBWMA, other Member Agencies or their Collection Contractor and when the SBWMA or other Participating Agencies change its Collection Contractor shall promptly weigh such additional and replacement vehicles and the vehicles of the new Collection Contractor and provide the tare weights to the SBWMA within thirty (30) days after the vehicles are weighed.
 - b) Contractor shall conduct random or specific re-weighing of all vehicles if requested in writing by SBWMA of all vehicles delivering Materials to the Shoreway Center or delivering Materials to the Designated Disposal and Processing Site. Vehicle shall be reweighed by Contractor, at SBWMA's request, within one (1) week after SBWMA delivers a written request to do so. Adjusted tare weights shall be furnished to the SBWMA within thirty (30) days after re-weighing.
- V. **Painting.** Contractor's Vehicles shall be repainted and/or refurbished so that they present an acceptable appearance in the opinion of the SBWMA. The frequency of painting shall be on an as needed basis but should be no less than every 4 years. The type of paint, color and method of application shall be

submitted to the SBWMA for review and approval prior to commencement of repainting work.

W. **Maintenance and Repair.**

a) **SBWMA's Obligations.** The SBWMA shall maintain in good condition the roofs, structural portions and exterior walls (but not plate glass, glass windows, window frames, doors and door frames, which are the responsibility of the Contractor), and paved areas, unless such maintenance and repair becomes necessary in-whole or in-part due to acts of Contractor, in which case the Contractor shall pay SBWMA the reasonable cost of such maintenance.

1) SBWMA shall pay for repairs or replacement to Stationary Equipment when the expense of the repair or replacement (a single item not a combination of items) exceeds a dollar cost (total of labor, parts and materials) over \$10,000.

2) The SBWMA shall repair or replace, if and when necessary, the Shoreway Center tipping floor areas.

b) **Contractor's Obligations.** Contractor shall keep and maintain in good, safe condition and repair the Shoreway Center, appurtenances and every part thereof, including without limitation the stationary equipment, such as conveyors, MRF processing equipment, balers, shredders and screens; plumbing and sewage facilities; mechanical, electrical, lighting, heating, ventilating and air conditioning systems; fire and dust suppression systems; fuel storage and dispensing facilities; scales, and all personal property furnished by Contractor including vehicles. Contractor shall repair any damage to any facilities caused by the actions of its employees, subcontractors or other agents.

Contractor shall perform periodic maintenance on all equipment in accordance with applicable manufacturer's specifications and schedules so as to maintain, in force, any manufacturer's/vendor's warranties. SBWMA will assist Contractor in securing manufacturer's/vendor's repair and replacement of equipment due under warranties (if any) provided to SBWMA in connection with the purchase of such stationary equipment which Contractor is required to maintain and repair.

Contractor shall be responsible for securing replacement parts (and for maintaining an inventory of spare parts) for all stationary equipment and for Facilities which the Contractor is required to maintain and repair.

X. **Alterations.** The Contractor shall not make any alterations to the Facilities or equipment owned by SBWMA without SBWMA's prior written consent. In order to obtain such consent, Contractor shall submit to the SBWMA plans and specifications, or other form of description as required by SBWMA, prior to commencing any alteration. If Contractor performs any alteration work prior to receiving SBWMA approval, SBWMA may require Contractor to remove all such work at Contractor's sole expense and restore the Shoreway Center or equipment to its prior condition.

- Y. **Wastewater Disposal.** The Contractor shall ensure that wastewater collected in the Shoreway Center's sumps (from Solid Waste, wash-down operations, etc.) meets the standards for discharge to the Water Pollution Control Plant.
- Z. **Landscape Maintenance.** Contractor shall regularly maintain (e.g. water, weed, prune and repair) all landscaped areas within the Shoreway Center property so that they present a neat and attractive appearance to the satisfaction of the SBWMA. Contractor shall replace all plant materials (trees, bushes, etc.) which are damaged or killed by Contractor's operations with plant materials of the same type, unless a different type is approved in advance by the SBWMA.
- AA. **Complaints about Operation of Shoreway Center.** All complaints about the operation or maintenance of the Shoreway Center shall be directed to the person designated as General Manager by Contractor. The General Manager shall compile a log of all complaints brought to his or her attention or that of his or her staff, indicating the date and time the complaint was received; the name, address and telephone number of the party making the complaint and the action taken to address and solve the issue related to the complaint. Each month Contractor shall send to SBWMA a copy of the log of complaints for the previous month.
- BB. **Tours of Shoreway Center.** Contractor will coordinate with the SBWMA and work cooperatively to provide community services such as tours, education about recycling and Shoreway Center operations. Upon a request with 24-hour notice by the SBWMA, Contractor shall provide tours of the Shoreway Center. Such tours shall not unreasonably disrupt Shoreway Center operations and Contractor shall not be required to conduct such tours more frequently than once per week. SBWMA shall not be charged for labor, overhead, overtime, or any other costs associated with any such tours. Contractor shall distribute Shoreway Center brochures to participants on the tours.
- CC. **Customer Courtesy.** Contractor shall ensure that its employees deal with members of the public in a courteous and professional manner.
- DD. **Destruction of Premises.** If the Shoreway Center is totally or partially destroyed from a risk covered by insurance in effect at the time, SBWMA shall restore the Shoreway Center structures to substantially the same condition immediately prior to destruction, provided that SBWMA's obligation hereunder is limited to the amount of insurance proceeds it receives. Such destruction shall not terminate this Agreement. If the Shoreway Center or buildings are totally or partially destroyed by a risk not covered by insurance, then in effect, SBWMA shall have the election to terminate this Agreement or to restore the premises, such election to be made within a reasonable time after the destruction occurs.
- EE. **Records Retention.** Contractor will maintain accurate and complete records according to the records retention policy for all Shoreway Center operations. Records shall be made available to the SBWMA for purposes of monitoring the Contractor's services.

Contractor is responsible for maintaining all records related to the reporting requirements, regulatory requirements, financial data, scale transactions, and all other items mentioned in the RFP and Agreement. Before the end of the term of the Agreement, the contractor will transfer the ownership of this information to the SBWMA.

- FF. **Spill Response Plan.** Contractor shall provide kits for cleanup of spills of hazardous materials on the Shoreway Center. Contractor shall implement the Spill Response component of the Hazardous Waste Exclusion Program and take all necessary steps to comply with applicable local, State, or Federal regulations.
- GG. **Site Security Cameras.** Contractor shall be responsible for maintaining the security cameras installed by the SBWMA.
- HH. **Material Composition Study.** Contractor shall assist the SBWMA in conducting, a materials composition study of Materials delivered to the Shoreway Center. Surveys will be conducted at the SBWMA's expense not more frequently than once every quarter. The procedure for the study and the content of the report shall be furnished by the SBWMA six weeks prior to conducting the survey. The SBWMA will reimburse the Contractor for all direct costs (without profit) for performing the Study.

2.0 SCALE HOUSE OPERATION

- A. During the Shoreway Center Receiving Hours, the scale house will be continuously attended and the Shoreway Center opened to receive incoming materials.
- B. Proposer will provide all maintenance, calibration, testing and operation of the scales; provide a licensed weigh master for operating the scales; and ensure all scale transactions are recorded through a direct link to a centralized computer recording and billing system for tracking all transactions. All such scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in Title 4 California Code of Regulations Division 9. Contractor shall request that the California Department of Food and Agriculture, Division of Measurement Standards, inspect all scales and weighing equipment at least once per year. In addition, Contractor shall check the accuracy of scales using appropriate methods (for example by weighing the same load on two scales) when requested by the SBWMA, but not more than once per week. If a scale or weighing equipment is found to be measuring inaccurately and the errors are outside the tolerances allowed in Title 4 California Code of Regulations, Division 9, Contractor will promptly repair or recalibrate it ensure accurate operation.
- C. The software proposed for use by the Contractor will meet the approval of the SBWMA and must be accessible through an internet connection from off-site locations by authorized SBWMA staff.
- D. After SBWMA approval, the Contractor shall be solely responsible for operation of the scale house computers and software.
- E. The SBWMA shall install cameras in the scale house (and other areas of the Shoreway Center). The cost of the installation and maintenance of the cameras shall be born by the SBWMA. Camera equipment and recordings will be maintained by the Contractor and the Contractor will ensure that cameras record all scale house transactions, inbound customer vehicle traffic and vehicle unloading. All camera views and recordings will be accessible through an internet connection from off-site locations by authorized SBWMA staff.

- F. Contractor shall train its scale house personnel in the proper uses of the scale house weighing and computer system. Contractor will arrange for training to be provided to persons designated by the SBWMA.
- G. Scale house personnel will be trained in customer service and the capabilities of the Shoreway Center so that they can thoroughly and accurately answer customers' questions and provide excellent customer service.
- H. Scale house attendants will determine the city of origin, type and acceptability of each load delivered. The scales attendants will measure volume (cubic yardage) of Self-haul customers and weight of all franchise loads and issue as appropriate, paperwork and receipts.
- I. All inbound loads will be inspected at the scales before entering and tipping at the Facilities.
- J. Contractor shall weigh Materials delivered by the SBWMA, Member Agencies, and their respective Collection Contractor and by any other municipalities or its Collection Contractor.
- K. Contractor shall weigh each loaded vehicle carrying Recyclable Materials from the MRF as it leaves the Shoreway Center.
- L. Contractor shall measure the volume of all Self-haul Materials. If actual weighing of such vehicles becomes legally required under state or federal law, SBWMA shall make the necessary changes to the scales, including the potential addition of new scales and scale lanes, to accommodate the weighing efficiently.

Self-haul customers are charged tip fees based on the yardage of the delivered Materials. The Contractor will calculate the average monthly bulk density for volume based Self-haul loads and ensure it is above the Self-haul Ratio. If the average annual cubic yards to tons ratio is under the Self-haul Ratio the Contractor will pay Liquidated Damages to the SBWMA for revenues not collected from Self-haul customers.
- M. Contractor shall submit a monthly report to the SBWMA that documents the volumetric to tons ratio for inbound Self-haul customers to the Shoreway Center.
- N. The Contractor will perform the following to ensure that the scale house is performing accurate measurements of Self-haul customers:
 - 1) Train all scale house staff in the proper volumetric measurement of inbound loads.
 - 2) Monitor the accuracy of volumetric measurements and calculations on a weekly basis through periodic spot-checks.
 - 3) Document and record monitoring and spot-checks in a Scale Load Audit binder available for inspection by the SBWMA.

3.0 TRANSFER STATION OPERATIONS

- A. Contractor will provide and maintain adequate space and appropriate containers or bunkers/pile areas to ensure that Organic Materials, C&D and other Recyclable Material are kept separate from other materials at the transfer station.

- B. The Contractor shall check incoming loads and determine their adequacy for recovery through a C&D processing operation. C&D materials targeted for recovery include but are not limited to: wood, roofing materials, drywall, concrete, asphalt, scrap metal, and cardboard.
- C. The Contractor is required to enforce a no scavenging policy and to prevent scavenging by the Contractor's employees or by visitors to the Facilities.
- D. Contractor will coordinate with the Designated Disposal and Processing Site and will prepare and deliver Material in a condition and form that meets the Designated Disposal and Processing Site's specifications and receiving requirements. Contractor will remove items prohibited by the Designated Disposal and Processing Site.
- E. Contractor will maintain or expand the Bunker Program for Self-haul customers and will inform Self-haul customers about the program. Contractor will maintain an area of the transfer station tipping floor (or other area designated by the SBWMA) for Self-haul customers to self-unload Bunker Program materials including inert materials (e.g., dirt, concrete, asphalt) and other materials as designated by the SBWMA. Contractor will inspect and supervise Self-haul customer unloading to ensure that the materials unloaded are clean and contain only materials that are acceptable under the program. Materials diverted through the Bunker Program will count toward the Diversion Guarantee.
- F. Contractor will strictly control the Self-haul materials so that they are dumped, handled, weighed-out (if diverted for recycling) and transported separately from franchise (weighed) tonnages. If Self-haul materials are not diverted, they are not required to be separately weighed out from other Solid Waste.
- G. All Diverted self-haul materials will be weighed prior to leaving the Shoreway Center. If Self-haul Materials are not able to be weighed-out and recorded prior to leaving the Shoreway Center, the Contractor will ensure that these Materials are weighed-in and recorded (separately from non-Self-haul Materials) at the Designated Disposal and Processing Site. Scale receipts from the Designated Disposal and Processing scale transactions will be collected, maintained by the Contractor according to the Records Retention Policy.

4.0 TRANSPORTATION AND SHIPMENT OF MATERIALS

- A. The SBWMA has existing contracts with the following Designated Disposal and Processing Sites: Ox Mountain Sanitary Landfill in Half Moon Bay for disposal, Zanker Road in San Jose for C&D materials processing, and Newby Island Compost facility in Milpitas for the processing of organics materials including plant material and food scraps. The Contractor will haul to these Designated Disposal and Processing Sites unless otherwise directed in writing by the SBWMA.
- B. The SBWMA will provide the Contractor 60 days notice if it intends to redirect Solid Waste, C&D, Organic Materials, Bunker Program Materials to a new Designated Disposal or Processing Site. The Contractor's transportation compensation will be adjusted for any haul cost differential, should the SBWMA redirect materials to another site.

- C. Contractor will ensure that the transport trailers are compatible with the tippers and operations at the Designated Disposal and Processing's locations.
- D. Contractor must provide sufficient back-up capability (drivers and equipment) in its transfer fleet to minimize disruption during normal business hours due to scheduled vehicle/trailer preventive maintenance and/or unscheduled equipment breakdown.

5.0 MATERIALS RECOVERY SHOREWAY CENTER OPERATIONS

- A. The Contractor will Process all Recyclable Materials delivered by the Collection Contractor, by Self-haul customers and other customers approved by the SBWMA.
- B. The Contractor will keep the MRF tipping area open and clear of piles so that material tipping is not hampered and vehicle traffic can safely and efficiently dump loads.
- C. Contractor will inspect all inbound materials at the time of delivery and ensure that loads contain only Recyclable Materials, and allowable contamination, and other materials permitted to be processed at the MRF.
- D. Contractor will document contamination of inbound materials delivered to the MRF. If the Recyclable Materials are in excess of 10% contamination, but less than 20%, the Contractor is to document the contamination through the use of photos, load grading, and other evidence of contamination. Documentation shall be provided to the SBWMA to assist in education and training customers and Collection Contractor's drivers in keeping Recyclable Materials clean.
- E. Contractor can reject loads of Recyclable Material delivered to the MRF that are deemed, upon visual inspection or load sampling by the SBWMA, to exceed 20% contamination. Rejected loads will be either sent to the transfer station for disposal or, at the discretion of the SBWMA, the load will be processed at the MRF. If the load is processed at the MRF, the Contractor will be paid a Supplemental MRF Processing Fee as described in the Compensation Section of the Agreement.
- F. Residual from the MRF sorting operations will be weighed and recorded prior to being transported to the transfer station. The weight of all Residual (and each individual residual load) removed from the MRF shall be recorded. The Contractor will report the Residual generated by the MRF on a monthly basis to the SBWMA.
- G. Contractor shall operate the MRF to meet the Residual Guarantee (the Residual Guarantee incentive / disincentive program is described in the Compensation Section of the Agreement).
- H. Contractor will transport all Residual to the Ox Mountain Landfill. The Costs of handling, transporting and disposing of MRF Residual will be the responsibility of the Contractor. The Contractor will not be paid the transfer station Receiving and Handling Fee for Residual handled by the transfer station.
- I. The Contractor will sort Recyclable Materials to meet the Product Quality Standards Attachment 2-E.

- J. Contractor shall drain oil containers used by the Member Agencies' curbside collection programs of all free-flowing oil and shall make reusable emptied containers available to the Collection Contractor(s) for reuse.

6.0 MARKETING OF RECYCLABLE MATERIALS

- A. All rejected loads and related claims shall be the responsibility of the Contractor.
- B. Contractor shall suitably store all Recyclable Materials to protect against theft, deterioration, contamination, fire, and other damage or off-site impacts. Contractor shall insure all Recyclable Materials while in its possession, and during shipment prior to transfer of title, against fire, theft and other casualty losses.
- C. Contractor shall keep the Recyclable Materials free from liens and other claims of Contractor's creditors.
- D. Contractor shall ship all Recycled Materials delivered to the MRF within sixty (60) days unless stockpiling of specific Recyclable Materials on site longer than sixty (60) days is approved by SBWMA in advance, and in writing.
- E. Contractor shall be responsible for delivery of Recyclable Materials to purchasers or recipients unless the terms of material purchasing agreements require the purchaser to arrange for delivery.
- F. Contractor shall market materials in accordance with the Materials Marketing Plan (Attachment 11) and its updates. The Contractor will update the Materials Marketing Plan quarterly to reflect changes.
- G. Upon request by the SBWMA, the Contractor shall obtain a letter of "Certification of End Use" from the purchaser establishing that the Recyclable Materials sold (or donated) will be/have been recycled or re-used in accordance with the Recycling Materials Marketing Plan.
- H. Contractor shall obtain and maintain a California Redemption Certificate and recover all monies available to Processors from the State of California Department of Conservation (DOC) for California Redemption Value (CRV) materials processed at the Facilities. These monies are to be considered part of the commodity revenues and part of the Revenue Sharing Program between the SBWMA and the Contractor.

7.0 PUBLIC BUYBACK / DROP-OFF CENTER OPERATIONS

- A. Contractor shall maintain the Buyback/Drop-off center so that it is clean, organized and convenient for public access and use.
- B. Contractor shall provide sufficient dedicated space and convenient storage container arrangements at the Buyback for use by the public.
- C. The hours of operation for this center shall be consistent with the public hours and schedule in effect for the transfer station.
- D. The center must maintain certification by the State as a redemption center and meet all reporting requirements in effect for such redemption centers.

- E. The Contractor shall maintain State certified scales, payment records, inventory logs, and related items necessary for Buyback operations, and shall maintain separate documentation and cash accounting for the Buyback operation.
- F. Contractor is responsible for making customer payments for materials delivered to the Buyback Center. Payments for public Buyback transactions shall be made by the Contractor from the recycling area, not from the scale house.
- G. Prices paid at the Buyback center shall be within ten percent (10%), plus or minus, of the average prices paid for similar materials purchased in retail quantities from individual customers in similar facilities in Alameda and Santa Clara counties. These average prices will be verified by a survey of these facilities conducted at a minimum of once a year by the SBWMA. Liquidated Damages may be assessed by the SBWMA should the Contractor's payment at the Buyback center fall below the average paid at other facilities.
- H. Buyback materials shall consist of, at a minimum, all Recyclable Materials processed at the MRF and Recyclable Materials accepted under the Collection Contractors' Agreements with the Member Agencies.
- I. Recyclable Materials will be processed and marketed by the Contractor and are to be considered part of the MRF tonnage with regards to the Residual Guarantee, the Revenue Guarantee and the Revenue Share described in the Compensation Section of the Agreement.
- J. Contractor shall provide an area at the Buy Back center that will allow users to drop off E-waste and U-waste items. These items shall be consolidated with E-Waste and U-waste collected from the Member Agencies residential pick-up program. The following materials will be accepted at the Drop-off center: used motor oil, used automobile oil filters, anti-freeze, latex paint, automobile batteries, household batteries, cellular phones, fluorescent light bulbs and tubes, household items containing mercury (e.g., thermometers, thermostats), and consumer electronic devices. If the State list of U-waste and E-waste is expanded in the future, the Contractor shall accept these additional materials.
- K. Contractor shall maintain signage at the Facilities giving members of the public appropriate information about the location, operation and pricing of the Buyback/Drop-off center. The text of the signage shall be approved by SBWMA prior to its being installed or changed.
- L. The costs incurred for the transportation and processing of E-waste, U-waste and HHW from customers and Member Agencies will be paid by the SBWMA as a Pass-through cost.
- M. Hazardous Materials that are segregated from the inbound materials through the Hazardous Waste Exclusion Program (HHWP) shall be stored and handled separately from the Buyback / Drop-off materials.

8.0 ADMINISTRATIVE SERVICES AND REPORTING

- A. Contractor shall staff administrative office on-site and provide site management and supervisory staff as necessary to manage and oversee day-to-day recordkeeping, accounting, operations functions and to communicate to the public and SBWMA during business hours.

- B. Contractor is responsible for cash transaction and collecting money from Self-haul customers and non-Franchise users of the Shoreway Center and wiring the scale house monies to the SBWMA.
- C. Should the SBWMA chose to establish customer accounts for Self-haul customers, the collection of accounts payable and bad debt will be the responsibility of the Contractor.
- D. Contractor will provide printed materials, minor site signage, after-hours telephone information service, and other services necessary to keep the public fully aware of the Shoreway Center business hours, acceptable materials, tipping fees, recycling options, and other items related to use of the Facilities.
- E. Contractor will be responsive to the requests for information from the SBWMA and allow the SBWMA complete access to the information related to the operations and management of the Facilities.
- F. Contractor will provide monthly and annual reports to include at a minimum such items as: regulatory compliance and communications with regulatory agencies, staffing levels, tonnage reports and invoices, complaint log entries, and diversion and disposal data by jurisdiction.