

17.30 Parity of Treatment. If within four years after the Effective Date, Contractor enters into a comparable contract (as defined below) with another currently existing city or agency in Alameda County under which Contractor provides residential curbside collection at rates lower than those established by Exhibit B-1 (as adjusted by changes to the Index), City shall be entitled to lower the residential curbside rates for Customers in the City, as provided in this Section.

If the City believes that Contractor has established lower residential curbside rates under a comparable contract, it may notify Contractor and demand a meeting. Contractor shall attend such meeting and shall provide any relevant information requested by the City pertaining to the other contract and the rates charged thereunder. The information furnished shall be subject to the confidentiality provisions of Section 17.26, through mediation and arbitration.

If the parties do not agree that the other contract is a comparable contract or that the rates charged thereunder are lower than those charged under this Agreement, they shall engage a mediator to assist in the resolution of this dispute.

If the parties are unable to resolve the dispute through mediation within 60 days, and the City continues to believe it is entitled to lower residential curbside rates to Customers in the City to those in effect under the other contract, it may (a) submit the dispute to mandatory binding arbitration conducted in Alameda County under the commercial dispute resolution rules of


the American Arbitration Association or (b) seek a judicial declaration that it is entitled to lower such rates under this Section. Unless and until the arbitrator or judge, as the case may be, has determined that the City is entitled to lower the rates under this Section, the rates shall be adjusted as otherwise provided in this Agreement.

A "comparable contract" is one which requires curbside collection of residential solid waste, provides for disposal of waste at Altamont, has a term of at least 10 years, provides for collection and disposal of between 200,000 and 400,000 tons annually, and all other material terms and conditions of which (including but not limited to indemnification, insurance, security for performance and incorporation of alleged balancing account deficits) are substantially similar to those of this Agreement.

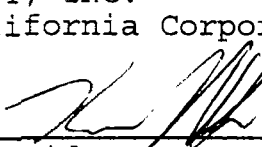
In evaluating the equivalence of rates under this Agreement, franchise fees or other fees imposed by the City of the other agency shall be excluded.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Agreement, and have executed this Agreement on the date first written above.


RECOMMENDED FOR APPROVAL

By: 
Harry Schrauth
Support Services Administrator, Office of Public Works

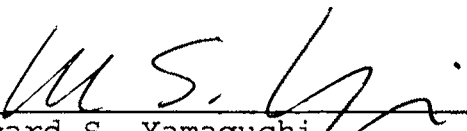
WASTE MANAGEMENT OF ALAMEDA
COUNTY, INC.
A California Corporation

By: 
President

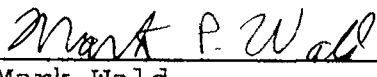
CITY OF OAKLAND,
A Municipal Corporation

By: 
City Manager

APPROVED AS TO FORM:

By: 
Howard S. Yamaguchi
Associate Group Counsel

APPROVED AS TO FORM AND
LEGALITY:

By: 
Mark Wald
Deputy City Attorney

14810000 City Clerk & Clerk of the Council for City of Oakland
Legislative History Item Display 1612720

Control# 36992 Body CC Date 7 25 95 Time 6 PM Item# 24 5
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Subject: SOLID WASTE Book/Vol: Page
Subject: Page # CC
Action: FINAL PASSAGE OF ORDINANCE AUTHORIZING FRANCHISE AGREEMENT
FOR SOLID WASTE AND YARD WASTE COLLECTION & DISPOSAL SERVICES
WITH WASTE MANAGEMENT OF ALAMEDA COUNTY, INC., & ESTABLISHING
RATES AND PROCEDURES TO ADJUST THE RATES

010620 CMB c95-1229 Key Words Person/Place

Action	Mr.	Vote	Mr.	Vote	Mr.	Vote	Mr.	Vote	Mr.	Vote
Tally	DAYBO	N	CHANG	Y	DELAJ	Y	HARIS	Y	NORDA	Y
(A, D, C, R, W)	MILBY	Y	RUSBO	Y	SPEBS	Y	WOODS	A		

(Y=yes N=no P=abstain A=absent E=Excused)

F1=Help F2=Exit F4=Prompt F12=Cancel F9=Previous Item

EXHIBIT A

SOLID WASTE AND YARD WASTE COLLECTION PERFORMANCE STANDARDS

The performance standards outlined herein apply to Solid Waste and Yard Waste collection and are intended to serve as a guideline for Contractor in providing reliable, courteous and high-quality service. These standards are in addition to service requirements detailed in the Agreement between the City and Contractor. The enumeration of, and specifications of requirements for, particular aspects of service quality shall not relieve Contractor of the duty to provide expert and professional service. All services are to be completed in a timely and professional manner.

1. COLLECTION SCHEDULE

- 1.1 **Collection Hours.** Collection of Solid Waste and Yard Waste may only occur within hours authorized by the City Representative. Hours for residential collection are limited to 6:00 a.m. to 6:00 p.m. Contractor will promptly resolve any complaints of noise during the morning or evening hours of the day to the reasonable satisfaction of the City Representative.
- 1.2 **Collection Frequency.** Contractor shall provide one Solid Waste pickup per week and one Yard Waste pickup bi-weekly, unless otherwise directed by the City's Representative, at the curbside for all Single Family Dwellings with the exception of backyard service for frail senior citizens and disabled Customers and for Customers paying an additional charge for backyard service. The City may direct Contractor to pickup Yard Waste on a schedule less frequently than bi-weekly, however, Contractor is only obligated to pick up (in addition to Solid Waste) either Recyclables or Yard Waste each week in recycling sectors C and D. Contractor shall pick up Yard Waste in recycling sectors A and B bi-weekly unless directed by City to pick up on a less frequent schedule. Contractor may provide and charge for less-than-weekly Solid Waste service for those residential customers receiving reduced service as of the execution of this Agreement. Any additional residential customers requesting reduced services shall require the approval of the City.
- 1.3 **Day of Service.** Contractor shall provide Solid Waste and Yard Waste collection on the same day of the week.
- 1.4 **Businesses.** Contractor shall provide weekly (at a minimum) collection of Solid Waste from Businesses with containers sized to appropriately service the needs of the Customer and collection on a frequency as required by

the Customer.

- 1.5 Holidays.** Contractor need not provide collection services on holidays. Holidays, currently, are defined as New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall service accounts which fall on holidays on the next working day. Contractor shall be responsible to adequately notify Customers and the City at least thirty (30) days in advance of changes in the Solid Waste of Yard Waste collection day because of a holiday schedule.

2. GENERAL REQUIREMENTS

- 2.1 Care of Private Property.** Reasonable care shall be used by Contractor's employees in handling all collection containers and enclosures, and all damage caused thereto by the negligence or carelessness of Contractor's employees shall be promptly adjusted with the owner thereof. All collection containers after emptying thereof by Contractor's employees shall be returned to within five (5) feet of the location from which the same were picked up by the Contractor's employees, upright with lids properly secured, and Contractor's employees shall use all reasonable means to insure same are not deposited in a manner that blocks any driveway, sidewalk or street. Contractor shall ensure that its employees close all gates opened by them in making collections, unless otherwise directed by the Customer, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. The City shall refer complaints about damage to private property to Contractor. Contractor shall repair all damage to private property caused by its employees.
- 2.2 Noise.** All Solid Waste and Yard Waste collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet and at a height of five (5) feet from the collection vehicle. The City may conduct random checks of noise emission levels to ensure such compliance.
- 2.3 Record of Non-Collection.** Contractor may refuse the collection of any Solid Waste or Yard Waste set-out for collection under the following circumstances: (i) the Solid Waste contains Hazardous Wastes or other materials prohibited from disposal as identified in the Oakland Municipal Code in excess of de minimis quantities

permitted by Section 1.21 of the Agreement; (ii) the Yard Waste contains contaminants or other materials prohibited from disposal as identified in the Oakland Municipal Code. If Solid Waste or Yard Waste is rejected for collection, Contractor shall leave a multi-lingual red tag (English, Spanish, Chinese, and any other languages specified by the City Representative) provided at Contractor's cost at least 2"x6" in size, on which Contractor has provided Contractor's telephone number and indicated the reasons for Contractor's refusal to collect the Solid Waste or Yard Waste, giving reference to the section of the Oakland Municipal Code or to the section of this Agreement which has been violated, and which gives grounds for Contractor's refusal. At the City's request, a copy of any non-collection tag, along with the name and address of the party tagged shall be delivered to the City Representative within 24 hours of the City's request. Contractor shall provide the City with a monthly log of all non-collection complaints by category.

In addition, Contractor shall maintain, at Contractor's place of business, a log book listing all complaints and taggings. Said log book shall contain the names and addresses of parties involved, date of such complaint or tagging, nature of same and date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by a representative of the City upon request.

3. LITTER ABATEMENT

3.1 Minimization of Spills. Contractor shall use due care to prevent Solid Waste and Yard Waste from being spilled or scattered during the collection or transportation process. If any Solid Waste or Yard Waste is spilled during collection, Contractor shall promptly clean-up all spilled materials. Each collection vehicle shall carry a broom and shovel at all times for this purpose.

3.2 Clean-up. During the collection or transportation process, the Contractor shall clean up litter in the immediate vicinity of any Solid Waste or Yard Waste storage area (including the areas where collection bins are delivered for collection) whether or not Contractor has caused the litter. Contractor shall also collect Solid Waste and Yard Waste placed for collection in excess of the capacity of the container or the volumetric or weight limits on Yard Waste, subject to Contractor's right to bill the Customer a surcharge for the excess amount (Overage), as provided in this Agreement. Contractor shall discuss instances of repeated spillage not caused by it directly with the Customer and will

report such instances on its log book.

3.3 Covering of Loads. Contractor shall cover all open debris boxes during transport.

3.4 Oil or Other Vehicle Fluid Spills. Contractor is responsible for cleaning-up all oil or vehicle fluid spills immediately and must notify the City within 24 hours of each such spill. All vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by oil or other vehicle fluid spills shall be at Contractor's expense. Contractor shall provide a suitable safety training program for all of its employees and shall be responsible for informing its employees of the proper procedures to follow in the event of an oil or vehicle fluid spill.

4. VEHICLES

4.1 General. Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used (i.e., rear loader, front loader, roll-off, etc.) to respond to complaints and emergencies.

4.2 Specifications. All vehicles used by Contractor in providing Solid Waste and Yard Waste collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.

4.3 Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2-1/2) inches high. Identification numbers shall be located on the front and back of the vehicle.

4.4 Equipment Inventory. Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including back-up collection vehicles. If requested by the City, Contractor shall promptly furnish a written inventory of all vehicles, including collection vehicles, used in providing service. The inventory shall list all vehicles by manufacturer, ID number, date of

acquisition, type and capacity.

- 4.5 Cleaning and Maintenance.** Contractor shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of Solid Waste and Yard Waste shall be thoroughly washed and thoroughly steam cleaned on a regular basis as to present a clean appearance. All graffiti shall be removed immediately. City may inspect vehicles at any time to determine compliance with sanitation requirements. Contractor shall make vehicles available to the Alameda County Health Department for inspection, at any frequency it requests.

Contractor shall (i) inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly; and (ii) perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to the City upon request.

Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with the City's applicable zoning regulations.

Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

5. COLLECTION CONTAINERS

- 5.1 General.** Contractor shall provide bins and drop boxes for storage of Solid Waste which shall be designed and constructed to be water tight so as to prevent the leakage of liquids. All containers with the capacity of one cubic yard or more shall meet applicable Federal regulations and Solid Waste bin safety. All containers shall be a standard color (subject to City Approval) and shall prominently display the name and telephone number of Contractor.

- 5.2 Cleaning, Painting and Maintenance.** Contractor shall steam clean and repaint all containers on a regular basis so as to present a clean appearance. All containers

shall be maintained in a functional condition. All graffiti shall be removed on an on-going basis. If there are repeated incidents of graffiti being placed on a container at the service location, the City and Contractor will discuss with the Customer ways of reducing such incidents.

- 5.3 **Repair and Replacement.** Contractor shall repair or replace all containers damaged by collection operations. Contractor shall be solely responsible for the replacement of any damaged, destroyed, or stolen Solid Waste and Yard Waste containers within five (5) business days of notification by Customer or the City.
- 5.4 **Change in Service Level.** For Customers who request a change in service level, Contractor shall provide a larger or smaller cart to said Customer within seven (7) days of the request. The Customer's bill shall be adjusted accordingly to reflect Customer's new level of service.
- 5.5 **Solid Waste Container.** Contractor shall provide and deliver a standard container to each Single Family Dwelling (a pre-assembled, 35 gallon, wheeled cart, or a 20 gallon wheeled mini-can), the color of which is subject to the review and approval of the City. Contractor shall have available, and provide upon request, 20 gallon, 35 gallon, 64 gallon and 96 gallon wheeled carts or their comparable equivalent.
- 5.6 **Yard Waste Container.** Contractor shall provide and deliver to each Single Family Dwelling with one unit a pre-assembled, 64 gallon, wheeled cart, the color of which is subject to the review and approval of the City. Contractor will provide written notice to owners of all Single Family Dwellings with two through four units of the availability of separate Yard Waste collection and directions on how it can be subscribed for. The City shall review and approve the form and content of such notice. The notice, or a revised update, will be sent to non-subscribing Single Family Dwelling owners annually, and whenever Contractor has become aware of a change in ownership of such non-subscribing Single Family Dwelling.
- 5.7 **Ownership of Containers.** Contractor shall be the owner of all containers provided to Customers for Solid Waste and Yard Waste service.

6. PERSONNEL

- 6.1 **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other

personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

- 6.2 **Driver Qualifications.** All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- 6.3 **Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of Solid Waste or Yard Waste or who are otherwise directly involved in such collection. Contractor shall train its employees involved in Solid Waste collection to identify, and not to collect, Hazardous Waste or Unacceptable Waste.
- 6.4 **No Gratuities.** Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of Solid Waste or Yard Waste under this Agreement.
- 6.5 **Employee Conduct and Courtesy.** Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.
- 6.6 **Provision of Field Supervision.** Contractor shall designate an adequate number of field supervisors to check on collection operations, including responding to complaints.
- 6.7 **Identification.** All representatives of Contractor shall display and/or provide proper identification or documentation exhibiting their association with Contractor while operating in the field.
- 6.8 **Uniforms.** Uniforms shall be worn by all of Contractor's field employees.

7. SERVICE COMPLAINTS



7.1 General. Contractor shall maintain a written log of all oral and written service complaints registered with Contractor from Customers within the City. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable solution of, all Customer complaints. Contractor shall record in a separate log all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be retained by Contractor. Such log shall be kept so that it may conveniently be inspected by representatives of the City upon request.

7.2 Response to Complaints. Contractor shall respond to all complaints from Customers within twenty-four (24) hours, weekends and holidays excluded. In particular, if a complaint involves a failure to collect Solid Waste or Yard Waste from the Customer, as required by this Agreement, Contractor shall collect the Solid Waste or Yard Waste within such twenty-four (24) hour period, provided it has been delivered for collection in accordance with the Oakland Municipal Code, unless Contractor and Customer agree upon a different timeframe.

8. UNAUTHORIZED DUMPING

8.1 Report of Accumulation of Solid Waste. Contractor shall direct its drivers to note (i) the addresses of any premises at which they observe that Solid Waste is accumulating and is not being delivered for collection; and (ii) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to the City within one working day of such observation.



1. Collection Reliability

- a) For each failure to commence service to a new customer account within seven (7) days after order, which is less than a 99.9% success rate daily: **\$150.00**
- b) For each failure to collect Solid Waste, which has been properly set out for collection, from an established customer account on the scheduled collection day and not collected within a twenty-four (24) hour period which is less than a 99.9% success rate daily: **\$150.00**
- c) For each failure to collect Solid Waste, which has been properly set out for collection, from the same customer on two (2) consecutive scheduled pickup days: **\$150.00**

2. Collection Quality

- a) For each occurrence of failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured (in areas where Customers own their containers, if applicable) which is less than a 99.9% success rate daily: **\$150.00**
- b) For each proven occurrence of obvious uncouth behavior to a customer: **\$150.00**
- c) For each failure to clean up Solid Waste or Yard Waste spilled from curbside containers which is less than a 99.9% success rate daily: **\$150.00**
- d) For each occurrence of collecting Solid Waste during unauthorized hours which is less than a 99.9% success rate daily: **\$150.00**
- e) For each failure to empty street litter containers on a designated schedule unless authorized by the City which is less than a 99.9% success rate daily: **\$100.00**

3. Customer Responsiveness

- a) For each failure to initially respond to a customer complaint within one (1) business day which is less than a 99.9% success rate daily: **\$150.00**
- b) For each failure to carry out responsibilities for establishing service which is less than a 99.9% success rate daily: **\$150.00**



- c) For each failure of driver/driver's helper to be in uniform: **\$50.00**

4. Reporting

- a) Failure to provide accurate reports required under the Agreement. A report shall be considered late until such time as a complete and accurate report is received by the City. For each calendar day a report is late: **\$250.00**
For submittal of inaccurate data: **\$500.00**
- b) Disposing of Yard Waste collected for recycling as Solid Waste without prior written authorization from the City: **\$1,000.00**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name, possibly "M. D." or similar, with a circled initial or mark at the end.

**City of Oakland
Single Family Residential Rates
As Of September 1, 1995**

	Rates
One Can Service - Residential Rate	\$14.34
One Can Service - Commercial Rate	\$16.12
Every Additional Can	Res. \$16.89 Comm. \$15.92
Mini Can Rate - 20 Gallon May Not Be On Call May Not Have In Addition To Single Can	\$10.68
Special P/U Rate - Other Than Regular Day	\$14.34
Special P/U Rates - Regular Day	\$3.81
Backyard Surcharge (Effective January 1, 1996)	
Contractor Supplied Carts	\$6.00
Customer Supplied 32 Gallon Can	\$4.00
Over-Gallon Rate	Res. \$0.53 Comm. \$0.50
Trailer Parks & Multi Family Units (5 & Above)	
If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount	
One 32 Gal. Can Per Unit	\$11.35
If 2nd Can Is Requested And Paid by Occupant	\$16.89
Bag It Rate	\$3.00

Rates Include Street Cleaning

City of Oakland
Apartment House Rates
15% Discount
As Of September 1, 1995

Rates for apartment complexes with 5 or more units.

These rates DO NOT INCLUDE the curbside clean-up charge.

	1 / WEEK	2 / WEEK	3 / WEEK	4 / WEEK	5 / WEEK
FULL RATE	13.35	26.69	40.04	53.38	66.73
LESS 15%	11.35	22.70	34.05	45.40	56.70
# OF UNITS					
5	56.75	113.50	170.25	227.00	283.50
6	68.10	136.20	204.30	272.40	340.20
7	79.45	158.90	238.35	317.80	396.90
8	90.80	181.60	272.40	363.20	453.60
9	102.15	204.30	306.45	408.60	510.30
10	113.50	227.00	340.50	454.00	567.00
11	124.85	249.70	374.55	499.40	623.70
12	136.20	272.40	408.60	544.80	680.40
13	147.55	295.10	442.65	590.20	737.10
14	158.90	317.80	476.70	635.60	793.80
15	170.25	340.50	510.75	681.00	850.50
16	181.60	363.20	544.80	726.40	907.20
17	192.95	385.90	578.85	771.80	963.90
18	204.30	408.60	612.90	817.20	1,020.60
19	215.65	431.30	646.95	862.60	1,077.30
20	227.00	454.00	681.00	908.00	1,134.00

**City of Oakland
Commercial Rates For Bins
As Of September 1, 1995**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$75.30	\$152.55	\$231.99	\$323.16	\$393.18	\$463.26	\$24.25
1.5 Yard	\$105.35	\$192.90	\$308.47	\$441.66	\$548.84	\$656.03	\$31.00
2 Yard	\$137.75	\$254.50	\$408.40	\$585.61	\$728.18	\$870.80	\$37.80
3 Yard	\$197.40	\$372.55	\$602.42	\$867.31	\$1,080.14	\$1,292.96	\$50.70
4 Yard	\$260.50	\$494.00	\$800.20	\$1,153.15	\$1,436.59	\$1,720.03	\$63.80
6 Yard	\$361.30	\$694.05	\$1,026.75	\$1,359.50	\$1,692.20	\$2,024.90	\$85.45
7 Yard	\$422.60	\$810.80	\$1,198.95	\$1,587.15	\$1,975.30	\$2,363.50	\$97.95

Rates Include Street Cleaning

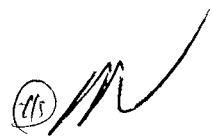


**City of Oakland
Roll Off Rates
As Of September 1, 1995**

Box Size	Rates
20 Yard Box or Less	\$313.77
30 Yard Box	\$470.66
40 Yard Box	\$627.54
50 Yard Box	\$784.43
Relocation Charge	\$62.90
Stand-by Time	\$72.50
Placement Charge	\$42.15
Demurrage Charge Per Week	\$20.30
Demurrage Charge Per Day Thereafter	\$2.90
Flasher Charge per Pull	\$21.05
Per Additional Yard if Overloaded 6 Yards or More	\$15.70

Note: Compactor Rates twice the regular rate.

Demurrage charged to permanent customers when frequency falls below minimum level of service of 1 time per week.

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City of Oakland
Single Family Residential Rates
As Of July 1, 1996

	Contractor Supplied Carts	Customer Supplied Cans
Curbside Service		
Mini Can Rate - 20 Gallon	\$11.37	
35 Cart	\$15.27	
64 Cart	\$33.26	
96 Cart	\$51.25	
Premium Backyard Service		
Mini Can Rate - 20 Gallon	\$17.37	\$15.37
35 Cart	\$21.27	\$19.27
64 Cart	\$39.26	\$37.26
96 Cart	\$57.25	\$55.25
Low Income Senior Rate Discount	12.5%	
Physically Disabled Customers receive backyard service at curbside rates.		

One Can Service - Commercial Rate	\$17.17
Additional 32 gallon	\$16.95

Special P/U Rate - Other Than Regular Day	\$15.27
Special P/U Rates - Regular Day	\$4.06

Excess/Overage Charge - \$5 plus overgallongage	Res.	\$0.56
	Comm.	\$0.53

Trailer Parks & Multi Family Units (5 & Above)

If Bill is Paid By One Person/Mgmt. Co., Contractor Offers a 8% Discount
 One 32 Gal. Can Per Unit

\$13.08

If 2nd Can Is Requested
 And Paid by Occupant

\$17.99

Bag It Rate

\$3.20

City of Oakland
Multi Family Residential Rates
8% Discount
As Of July 1, 1996

Rates for apartment complexes with 5 or more units.

These rates DO NOT INCLUDE the curbside clean-up charge.

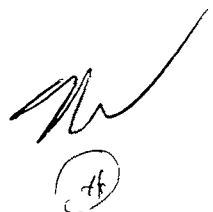
	1 / WEEK	2 / WEEK	3 / WEEK	4 / WEEK	5 / WEEK
FULL RATE	14.22	28.44	42.66	56.88	71.10
LESS 8%	13.08	26.15	39.25	52.35	65.40
# OF UNITS					
5	65.41	130.75	196.25	261.75	327.00
6	78.49	156.90	235.50	314.10	392.40
7	91.58	183.05	274.75	366.45	457.80
8	104.66	209.20	314.00	418.80	523.20
9	117.74	235.35	353.25	471.15	588.60
10	130.82	261.50	392.50	523.50	654.00
11	143.91	287.65	431.75	575.85	719.40
12	156.99	313.80	471.00	628.20	784.80
13	170.07	339.95	510.25	680.55	850.20
14	183.15	366.10	549.50	732.90	915.60
15	196.24	392.25	588.75	785.25	981.00
16	209.32	418.40	628.00	837.60	1,046.40
17	222.40	444.55	667.25	889.95	1,111.80
18	235.48	470.70	706.50	942.30	1,177.20
19	248.57	496.85	745.75	994.65	1,242.60
20	261.65	523.00	785.00	1,047.00	1,308.00

Rates Include Street Cleaning

**City of Oakland
Commercial Rates For Bins
As Of July 1, 1996**

Container Size	Frequency Per Week						Special Pick Up
	1	2	3	4	5	6	
1 Yard	\$80.20	\$162.46	\$255.19	\$355.47	\$432.50	\$509.58	\$26.68
1.5 Yard	\$112.20	\$205.44	\$339.32	\$485.82	\$603.73	\$721.63	\$34.10
2 Yard	\$146.71	\$271.05	\$449.24	\$644.17	\$800.99	\$957.88	\$41.58
3 Yard	\$210.23	\$396.77	\$662.67	\$954.04	\$1,188.15	\$1,422.26	\$55.77
4 Yard	\$270.92	\$513.76	\$832.20	\$1,199.28	\$1,494.05	\$1,788.83	\$66.35
6 Yard	\$375.75	\$721.81	\$1,067.81	\$1,413.87	\$1,759.88	\$2,105.89	\$88.87
7 Yard	\$439.50	\$843.23	\$1,246.90	\$1,650.63	\$2,054.31	\$2,458.03	\$101.86

Rates Include Street Cleaning



**City of Oakland
Roll Off Rates
As Of July 1, 1996**

Box Size	Rates
20 Yard Box or Less	\$334.20
30 Yard Box	\$501.30
40 Yard Box	\$668.39
50 Yard Box	\$835.49
Relocation Charge	\$67.00
Stand-by Time	\$77.20
Placement Charge	\$44.90
Demurrage Charge Per Week	\$21.60
Demurrage Charge Per Day Thereafter	\$3.10
Flasher Charge per Pull	\$22.40
Per Additional Yard if Overloaded 6 Yards or More	\$16.70

Note: Compactor Rates twice the regular rate.
Demurrage charged to permanent customers when frequency
falls below minimum level of service of 1 time per week.

Rates Include Street Cleaning

A handwritten signature, possibly "M. B.", with the initials "H.C." circled below it.

EXHIBIT C
DISPOSAL FEE COMPONENTS
July 31, 1995

Altamont Landfill

1.	Base Cost Component		\$16.75
2.	Fees Component:		
	AB939/1220	\$1.34	
	Alameda County Business Tax	.95	
	Alameda County Facility Fee	1.50	
	Alameda County Household Haz. Waste	1.25	
	Alameda County LEA Inspection Fee	.12	
	Alameda County Planning Department Inspection Fees	.08	
	Measure D	<u>6.00</u>	
	Total Fees		<u>\$11.24</u>
	Total Per Ton Delivered at Site		<u>\$27.99</u>

Davis Street Transfer Station

1.	Base Cost Component		\$20.56
2.	Fees Component:		
	City of San Leandro Mitigation	\$.74	
	City of San Leandro Business Tax	.95	
	Alameda County LEA	<u>.05</u>	
	Total Fees		\$1.74
	Total Per Ton Delivered at Site		<u>\$22.30</u>

Yard Waste Tip Fee \$25.00
(no fees currently)



EXHIBIT D

CITY-OWNED OR OPERATED FACILITIES

Contractor shall provide Solid Waste and/or Yard Waste collection services for City-owned or operated sites and facilities, a listing of which is set forth in this Exhibit. The City may reasonably modify this list by sending a letter to Contractor indicating the type and frequency of service required. Contractor shall commence service within five (5) working days of a request from the City. The City shall not add facilities owned and operated by the Oakland Unified School District, the Oakland Housing Authority or the Port of Oakland to the list without the approval of Contractor. All services shall be provided by Contractor at no cost to the City.

Fire Department

Headquarters	1605 Martin Luther King Jr. Way
Fire Station #1	1603 Martin Luther King Jr. Way
Fire Station #2	100 Jack London Square
Fire Station #3	1445 14th Street
Fire Station #4	1235 East 14th Street
Fire Station #5	934 34th Street
Fire Station #6	7080 Colton Boulevard
Fire Station #8	463 51st Street
Fire Station #10	172 Santa Clara Avenue
Fire Station #12	822 Alice Street
Fire Station #13	1225 Derby Avenue
Fire Station #15	455 27th Avenue
Fire Station #16	3600 13th Avenue
Fire Station #17	3344 High Street
Fire Station #18	1700 50th Avenue
Fire Station #19	5776 Miles Avenue
Fire Station #20	1270 93rd Avenue
Fire Station #21	13150 Skyline Drive
Fire Station #23	7100 Foothill Boulevard
Fire Station #24***	5921 Shepherd Canyon Road
Fire Station #25	2795 Butters Drive
Fire Station #26	2660 98th Avenue
Fire Station #27	8501 Pardee Drive
Fire Station #29	1016 66th Avenue
Training Services	250 Victory Court
Training Services	3459 Champion Street

Police

Hall of Justice	455 7th Street
Animal Control Shelter	3065 Ford Street

Library

Main Library	125 14th Street
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Brookfield Branch Library
Dimond Branch Library
Elmhurst Branch Library
Golden Gate Branch Library
Lakeview Branch Library
Martin Luther King Jr. Lib
Melrose Branch Library
Montclair Branch Library
Piedmont Avenue Branch Lib
Rockridge Branch Library***
Temescal Branch Library
West Oakland Branch Library

9255 Edes Avenue
3565 Fruitvale Avenue
1427 88th Avenue
5606 San Pablo Avenue
550 El Embarcadero
6833 East 14th Street
4805 Foothill Boulevard
1687 Mountain Boulevard
160 41st Street
College Avenue and Manila Avenue
5205 Telegraph Avenue
1801 Adeline Street

Parks and Recreation

Lakeside Park
Arroyo Viejo Studio II
Verdesse Carter Park
Fremont Pool
Brookdale Park
Live Oak Pool
Arroyo Viejo*
Sailboat House
Davie Tennis Stadium
F.M. Smith Recreation Center
Poplar Recreation Center
Jefferson Square Rec. Center
Peralta Park
Lincoln Square Rec. Center
Rainbow Recreation Center
North Oakland Rec. Center
DeFremery Recreation Center*
Bushrod Recreation Center*
Golden Gate Recreation Center
Tassafaronga Rec. Center
Franklin Recreation Center
DeFremery Pool
Allendale Recreation Center
Old Snow Museum*
Redwood Heights Rec. Center
Bellevue (Garden Center)
Brookfield Recreation Center
Raimondi Field
Joaquin Miller Park*
Fairyland (In Rear)
Lakeside Park (Large)*
Mosswood Recreation Center*
Lakeside Park (Small)
Burkhalter Park
Dimond Recreation Center*
Harrison Park
Joaquin Miller Community Ctr

1520 Lakeside Drive
7701 Krause Avenue
9600 Sunnyside Drive
4559 Foothill Boulevard
2535 High Street
1055 MacArthur Boulevard
7701 Krause Avenue
568 Bellevue Avenue
198 Oak Road
1969 Park Boulevard
3131 Union Street
7th Street and M.L. King Way
10th Street and Fallon Street
250 10th Street
5800 East 14th Street
365 45th Street
1651 Adeline Street
560 59th Street
1075 62nd Street
975 85th Avenue
1010 E. 15th Street
1651 Adeline Street
3711 Suter Street
19th Street and Harrison Street
3883 Aliso Avenue
666 Bellevue Avenue
9175 Edes Avenue
18th Street and Wood Street
3450 Joaquin Miller Road
452 Grand Avenue
666 Bellevue Avenue
3612 Webster Street
666 Bellevue Avenue
4062 Edwards Avenue
3860 Hanley Road
7th and Harrison Street
3450 Joaquin Miller Road



Montclair Recreation Center*	6300 Moraga Avenue
Temescal Pool	265 45th Street
West Oakland Senior Center	18th Street and Adeline Street
Henry J. Kaiser Conv Center	10 10th Street
San Antonio Recreation Center*	1701 East 19th Ave
Dunsmuir House and Garden**	End of Peralta Oaks Court
Manzanita Recreation Center	2701 22nd Avenue
Sanborn Recreation Center	1637 Fruitvale Avenue

Other

District 3 Maintenance Yard	5921 Shepherd Canyon
Ettie Street Maintenance Yard	3455 Ettie Street
Municipal Service Center	7101 Edgewater Drive
City Hall	1 City Hall Plaza
George P. Scotlan Conv Ctr	550 10th Street
Alice Arts Center	1428 Alice Street
The Oakland Museum	1000 Oak Street
City Administration Building***	15th Street and City Hall Plaza
City Administration Building***	14th Street and Broadway

*Requires both Solid Waste and Yard Waste service

**Yard Waste service only

***Under construction

EXHIBIT E

STREET LITTER CONTAINER LOCATIONS AND SERVICE SCHEDULE

Contractor shall provide Solid Waste collection services for City-owned street litter containers, according to the schedule and at the locations set forth in this Exhibit. The City may reasonably modify the list of locations and service frequency by sending a letter to Contractor from the Sanitation Division, Maintenance Services Department, of the Office of Public Works. Contractor shall initiate the change in service within five (5) working days of a request from the City.

The initial list of street litter containers contains 689 locations. The City may add additional locations to the list between the Effective Date and December 31, 1995 up to a maximum of 750 locations and make reasonable changes in the collection frequency. Commencing January 1, 1996 Contractor shall be obligated to provide collection services for up to 75 new containers added by the City during each calendar year of this Agreement.

Contractor shall provide a label in English, Spanish and Chinese to be affixed to the containers warning users against placing household or commercial Solid Waste in the container. Contractor shall allow the City to review the label before final production. Contractor shall complete the design of the label by June 30, 1996 and placement on all litter containers by September 30, 1996.

The City shall be responsible for the purchase of all new and replacement street litter containers. If requested by the City, Contractor shall purchase and provide street litter containers meeting the City's specifications. The City shall be responsible for receipt, storage and placement of the containers at new service locations.

Handwritten signature and initials, possibly "M" and "t/r", in the bottom right corner.

City of Oakland Litter Containers

<u>No.</u>	<u>Location</u>		<u>Pick Up Days</u>	<u>Times Serviced Per Week</u>
1.	Adams & Euclid	S/E	M-W-F	3
2.	Adams & MacArthur	S/E	M-W-F	3
3.	Adeline & 7th St.	S/E	M-W-F	3
4.	Adeline & 11th St.	N/W	M-W-F	3
5.	Adeline & 14th St.		M-W-F	3
6.	Alice & 11th St.	N/E	M-W-F	3
7.	Alice & 12th St.	N/E	M-W-F	3
8.	Alice & 13th St.	S/W	M-W-F	3
9.	Alice & 14th St.	N/E	M-W-F	3
10.	Alcatraz & Adeline		M-W-F	3
11.	Bancroft & Havenscourt	N/W	M-W-F	3
12.	Bancroft & Havenscourt	S/W	M-W-F	3
13.	Bancroft & Havenscourt	N/E	M-W-F	3
14.	Bancroft & 82nd Ave.	N/W	M-W-F	3
15.	Bancroft & 82nd Ave.	S/E	M-W-F	3
16.	Bancroft & 98th Ave.	N/W	M-W-F	3
17.	Bellevue & VanBuren	N/W	M-W-F	3
18.	Broadway & Embarcadero	N/W	M-T-W-Th-F	5
19.	Broadway & Embarcadero	N/E	M-T-W-Th-F	5
20.	Broadway & 2nd St.	N/W	M-W-F	3
21.	Broadway & 3rd St.	S/E	M-W-F	3
22.	Broadway & 3rd St.	S/W	M-W-F	3
23.	Broadway & 4th St.	S/E	M-W-F	3
24.	Broadway & 4th St.	N/E	M-W-F	3
25.	Broadway & 5th St.	S/W	M-W-F	3
26.	Broadway & 7th St.	S/W	M-T-W-Th-F	5
27.	Broadway & 7th St.	N/E	M-T-W-Th-F	5
28.	Broadway & 7th St.	N/W	M-T-W-Th-F	5
29.	Broadway & 8th St.	N/E	M-T	2
30.	Broadway & 9th St.	S/E	M-T-W-Th-F	5
31.	Broadway & 9th St.	S/W	M-T-W-Th-F	5
32.	Broadway & 9th St.	N/E	M-T-W-Th-F	5
33.	Broadway & 11th St.	N/W	M-T-W-Th-F	5
34.	Broadway & 12th St.	S/W	M-T-W-Th-F	5
35.	Broadway & 12th St.	S/E	M-T-W-Th-F	5
36.	Broadway & 12th St.	N/W	M-T-W-Th-F	5
37.	Broadway & 12th St.	N/E	M-T-W-Th-F	5
38.	1220 Broadway East Side		M-T-W-Th-F	5
39.	Broadway & 13th St.	N/E	M-T-W-Th-F	5
40.	1330 Broadway East Side		M-T-W-Th-F	5
41.	Broadway & 14th St. (1333)	S/W	M-T-W-Th-F	5
42.	Broadway & 14th St.	N/E	M-T-W-Th-F	5
43.	Broadway & 14th @ bus shelter	N/S	M-T-W-Th-F	5

44.	Broadway & 14th St. east of shelter	N/	M-T-W-Th-F	5
45.	Broadway & 14th St.	S/E	M-T-W-Th-F	5
46.	Broadway & 14th St.	S/W	M-T-W-Th-F	5
47.	Broadway & 14th St.	N/W	M-T-W-Th-F	5
48.	1419 Broadway West Side		M-T-W-Th-F	5
49.	Broadway & 14th 100' W of B'Way South Side		M-T-W-Th-F	5
50.	Broadway & 15th St.	N/E	M-T-W-Th-F	5
51.	1560 Broadway		M-T-W-Th-F	5
52.	Broadway & 16th St. @ bus shelter		M-T-W-Th-F	5
53.	Broadway & 16th St. @ bus shelter		M-T-W-Th-F	5
54.	1615 Broadway		M-T-W-Th-F	5
55.	Broadway & 17th St.	S/E	M-T-W-Th-F	5
56.	Broadway & 17th St.	S/W	M-T-W-Th-F	5
57.	Broadway & 17th St.	N/W	M-T-W-Th-F	5
58.	Broadway & 17th St.	N/E	M-W-F	3
59.	1733 Broadway		M-W-F	3
60.	Broadway & 19th St.	S/W	M-T-W-Th-F	5
61.	Broadway & 19th St.	N/E	M-T-W-Th-F	5
62.	Broadway & 19th St.	N/W	M-T-W-Th-F	5
63.	1943 Broadway		M-T-W-Th-F	5
64.	1941 Broadway		M-T-W-Th-F	5
65.	Broadway & 20th St.	N/W	M-T-W-Th-F	5
66.	Broadway & 20th St.	N/E	M-T-W-Th-F	5
67.	Broadway & 20th St.	S/E	M-T-W-Th-F	5
68.	Broadway & 20th St.	S/W	M-T-W-Th-F	5
69.	2025 Broadway		M-T-W-Th-F	5
70.	Broadway & 21st St.	S/W	M-T-W-Th-F	5
71.	Broadway & 21st St.	N/E	M-T-W-Th-F	5
72.	Broadway & 21st St.	S/E	M-T-W-Th-F	5
73.	Broadway & 21st St.	N/W	M-T-W-Th-F	5
74.	Broadway & 22nd St.	N/W	M-T-W-Th-F	5
75.	Broadway & 22nd St.	S/E	M-T-W-Th-F	5
76.	Broadway & 22nd St.	S/W	M-T-W-Th-F	5
77.	Broadway & West Grand	S/E	M-T-W-Th-F	5
78.	Broadway & West Grand	S/W	M-T-W-Th-F	5
79.	Broadway & West Grand	N/E	M-T-W-Th-F	5
80.	Broadway & West Grand		M-T-W-Th-F	5
81.	Broadway & 24th St.	S/W	M-W-F	3
82.	Broadway & 26th St.	N/W	M-W-F	3
83.	Broadway & 27th St.	S/E	M-W-F	3
84.	Broadway & 29th St.	N/W	M-W-F	3
85.	Broadway & 29th St.	S/E	M-W-F	3
86.	Broadway & 29th St.	S/W	M-W-F	3
87.	Broadway & 30th St.	S/E	M-W-F	3
88.	Broadway & 30th St.	N/W	M-W-F	3
89.	Broadway & Piedmont	N/E	M-W-F	3
90.	Broadway & Piedmont	N/W	M-W-F	3
91.	Broadway & MacArthur	S/W	M-W-F	3
92.	Broadway & MacArthur 100' east/B'Way	S/E	M-W-F	3
93.	Broadway & MacArthur	N/E	M-W-F	3
94.	Broadway & 40th St.	S/E	M-W-F	3
95.	Broadway & 40th St.	N/W	M-W-F	3
96.	Broadway & 41st St.	S/E	M-W-F	3

97.	Broadway & 42nd St.	N/W	M-W-F	3
98.	Broadway & Mather	S/E	M-W-F	3
99.	Broadway & 45th St.	N/W	M-W-F	3
100.	Broadway & Whitmore	S/E	M-W-F	3
101.	Broadway & Pleasant Valley	N/E	M-W-F	3
102.	Broadway & 51st St.	N/W	M-T-W-Th-F	5
103.	Broadway east of Clifton East Side		M-W-F	3
104.	5251 Broadway		M-W-F	3
105.	Broadway & College	N/W	M-T-W-Th-F	5
106.	Broadway Terrace & Pinewood	N/W	M-W-F	3
107.	Claremont & 62nd St.	S/W	M-W-F	3
108.	Claremont & 62nd St.		M-W-F	3
109.	Clay & 7th St.		M-W-F	3
110.	Clay & 8th St.	S/E	M-W-F	3
111.	Clay & 9th St.	S/W	M-W-F	3
112.	Clay & 9th St.	N/E	M-W-F	3
113.	Clay & 10th St.	S/E	M-W-F	3
114.	Clay & 14th St.	N/W	M-W-F	3
115.	1417 Clay St.		M-W-F	3
116.	Clay & 16th St.	N/E	M-W-F	3
117.	5243 College Ave. West Side		M-T-W-Th-F	5
118.	College & Bryant	N/E	M-T-W-Th-F	5
119.	5250 College		M-W-F	3
120.	College & Claremont		M-T-W-Th-F	5
121.	College & Manilla	N/W	M-T-W-Th-F	5
122.	College & Taft West Side			
123.	College & Taft	S/E	M-T-W-Th-F	5
124.	College & Lawton	N/W	M-T-W-Th-F	5
125.	College & Lawton	N/E	M-T-W-Th-F	5
126.	College & Broadway	N/W	M-Th	2
127.	College & Keith	S/E	M-Th	2
128.	College & Miles	N/E	M-T-W-Th-F	5
129.	College & Miles	N/W	M-T-W-Th-F	5
130.	College & Chabot	S/E	M-T-W-Th-F	5
131.	College & Chabot	N/W	M-T-W-Th-F	5
132.	College & 62nd St.	N/W	M-F	2
133.	College & Claremont	S/E	M-F	2
134.	College & 63rd St.	S/W	T-F	2
135.	Euclid & Palm	S/W	M-W-F	3
136.	Foothill & 5th Ave.	N/E	M-W-F	3
137.	Foothill & 25th Ave.	N/E	M-W-F	3
138.	Foothill & Fruitvale	S/W	M-W-F	3
139.	Foothill & Fruitvale	S/E	M-W-F	3
140.	Foothill & Fruitvale	N/E	M-W-F	3
141.	Foothill & 35th Ave.	N/E	M-W-F	3
142.	Foothill & 38th Ave.	N/W	M-W-F	3
143.	Foothill & 39th Ave.	N/E	M-W-F	3
144.	Foothill & High	N/E	M-Th	2
145.	Foothill & High	N/W	M-W-F	3
146.	Foothill & High	S/E	M-W-F	3
147.	Foothill & Havenscourt	S/W	M-T-W-Th-F	5
148.	Foothill & Cole	S/W	M-W-F	3

149.	Foothill & Cole	N/E	M-W-F	3
150.	Foothill & Fairfax	S/W	M-W-F	3
151.	Foothill & 55th Ave.	S/W	M-W-F	3
152.	Foothill & Trask	N/W	T-F	2
153.	Foothill & Seminary	S/W	M-W-F	3
154.	Foothill & Seminary	S/E	M-W-F	3
155.	Foothill & Seminary	N/E	M-T-W-Th-F	5
156.	5900 Foothill	N/E	T-F	2
157.	Foothill & Church	N/E	M-W-F	3
158.	Foothill & Church	S/W	M-W-F	3
159.	Foothill & Church	S/E	M-W-F	3
160.	Foothill & 64th Ave.	S/W	M-Th	2
161.	Foothill & 73rd Ave.	S/W	M-W-F	3
162.	Foothill & 73rd Ave.		M-W-F	3
163.	Franklin & 7th St.	S/W	M-T-W-Th-F	5
164.	Franklin & 8th St.	S/E	M-T-W-Th-F	5
165.	Franklin & 9th St.	S/W	M-T-W-Th-F	5
166.	Franklin & 9th St.	S/E	M-T-W-Th-F	5
167.	Franklin & 9th St.	N/E	M-T-W-Th-F	5
168.	Franklin & 12th St.	N/W	M-T-W-Th-F	5
169.	Franklin & 12th St.	S/E	M-T-W-Th-F	5
170.	Franklin & 12th St.	S/W	M-T-W-Th-F	5
171.	Franklin & 13th St.	S/W	M-T-W-Th-F	5
172.	Franklin & 13th St. mid block	N/E	M-T-W-Th-F	5
173.	Franklin & 13th St.	S/E	M-T-W-Th-F	5
174.	Franklin & 14th St.	N/E	M-T-W-Th-F	5
175.	Franklin & 14th St.	S/W	M-T-W-Th-F	5
176.	Franklin & 14th St.	N/W	M-T-W-Th-F	5
177.	Franklin & 15th St.	S/W	M-W-F	3
178.	Franklin & 15th St.	N/E	M-W-F	3
179.	Franklin & 15th St.	N/W	M-W-F	3
180.	Franklin & 17th St.	N/E	M-W-F	3
181.	Franklin & 17th St.	S/W	M-W-F	3
182.	Franklin & 19th St.	N/E	M-W-F	3
183.	Franklin & 19th St.	S/W	M-W-F	3
184.	Franklin & 20th St.	N/W	M-W-F	3
185.	Franklin & 20th St.	N/E	M-W-F	3
186.	Franklin & 20th St.	S/W	M-W-F	3
187.	Franklin & 21st St.	N/E	M-W-F	3
188.	Franklin & 22nd St.	N/E	M-W-F	3
189.	Fruitvale & Blossom	N/W	M-W-F	3
190.	Fruitvale & E. 27th St.	N/W	M-W-F	3
191.	Fruitvale & E. 27th St.	S/E	M-W-F	3
192.	Fruitvale & Brookdale	S/E	M-W-F	3
193.	Fruitvale & Solano		T-F	3
194.	Fruitvale & Montana under Freeway	S/W	M-W-F	3
195.	Fruitvale & Montana	N/E	M-Th	2
196.	Grand & Bellevue	S/E	M-W-F	3
197.	Grand & Bellevue	N/E	M-W-F	3
198.	Grand & Bellevue	S/W	M-W-F	3
199.	Grand & Ellita	S/E	M-W-F	3
200.	Grand & Euclid	N/E	M-W-F	3

201.	Grand & Euclid	S/W	M-W-F	3
202.	Grand & Valdez	S/W	M-W-F	3
203.	Grand & Harrison	S/W	M-T-W-Th-F	5
204.	Grand & Harrison	N/E	M-W-F	3
205.	Grand & Park View Terrace	N/E	M-W-F	3
206.	Grand & Perkins	N/E	M-W-F	3
207.	Grand & Perkins	S/W	M-W-F	3
208.	Grand & Staten	S/W	M-W-F	3
209.	Grand & Staten	N/E	M-W-F	3
210.	Grand & Euclid	N/W	M-W-F	3
211.	Grand & MacArthur	S/W	M-W-F	3
212.	Grand & MacArthur	S/E	M-W-F	3
213.	Grand & MacArthur	N/W	M-W-F	3
214.	Grand & Lake Park	N/E	M-T-W-Th-F	5
215.	Grand & Lake Park		M-T-W-Th-F	5
216.	Grand & Lake Park	S/E	M-T-W-Th-F	5
217.	Grand & Santa Clara on island	N/W	M-T-W-Th-F	5
218.	3320 Grand East Side		M-T-W-Th-F	5
219.	3354 Grand West Side		M-T-W-Th-F	5
220.	Grand & Elwood West Side		M-T-W-Th-F	5
221.	Grand & Mandana	S/W	M-T-W-Th-F	5
222.	3633 Grand West Side		M-W-F	3
223.	Grand Weldon East Side		M-T-W-Th-F	5
224.	Grand & Boulevard Way	N/E	M-T-W-Th-F	5
225.	3931 Grand West Side		M-W-F	3
226.	Grand & Wildwood	S/E	M-W-F	3
227.	Harrison & 13th St.	S/W	M-W-F	3
228.	Harrison & 14th St.	N/E	M-W-F	3
229.	Harrison & 14th St.	N/W	M-W-F	3
230.	Harrison & 15th St.	S/W	M-W-F	3
231.	Harrison & 17th St.	S/W	M-W-F	3
232.	Harrison & 19th St.	N/E	M-W-F	3
233.	Harrison & 20th St.	N/W	M-W-F	3
234.	Harrison & 20th St.	S/W	M-W-F	3
235.	Harrison & 21st St.	N/W	M-W-F	3
236.	Harrison & 22nd St.	S/W	M-W-F	3
237.	Hegenberger & Edes	N/E	M-Th	2
238.	Hegenberger & Baldwin	S/E	M-Th	2
239.	Hegenberger & Coliseum Way	N/W	M-Th	2
240.	Hegenberger s/o Heg Loop East Side		M-Th	2
241.	Jackson & 11th St.	N/W	M-W-F	3
242.	Jackson & 12th St.	N/W	M-W-F	3
243.	Jackson & 13th St.	S/W	M-W-F	3
244.	Jackson & 14th St.	N/E	M-W-F	3
245.	Jackson & 14th St.	S/W	M-W-F	3
246.	Jefferson & 17th St.	S/W	M-W-F	3
247.	Kaiser Plaza & 21st St.	N/E	M-W-F	3
248.	Kaiser Plaza & 21st St. South Side		M-W-F	3
249.	Kaiser Plaza & 22nd St.	N/E	M-W-F	3
250.	Lake Park w/o Rand	N/W	M-T-W-Th-F	5
251.	3417 Lakeshore West Side		M-T-W-Th-F	5
252.	Lakeshore & Longridge	S/W	M-T-W-Th-F	5

253.	Trestle Glen & Wesley	S/E	M-T-W-Th-F	5
254.	3373 Lakeshore West Side		M-T-W-Th-F	5
255.	3279 Lakeshore West Side		M-W-F	3
256.	3268 Lakeshore West Side		M-W-F	3
257.	3347 Lakeshore West Side		M-T-W-Th-F	5
258.	3318 Lakeshore East Side		M-T-W-Th-F	5
259.	3256 Lakeshore East Side		M-T-W-Th-F	5
260.	Lakeshore & Lake Park under Freeway	S/E	M-T-W-Th-F	5
261.	Lakeshore & MacArthur	S/W	M-T-W-Th-F	5
262.	1200 Lakeshore East Side		M-W-F	3
263.	Lake Park across from Kwik-Way		M-Th	2
264.	Leimert Blvd. & Clemens	S/E	M-W-F	3
265.	1434 Leimert		M-W-F	3
266.	Leimert & Oakmore	N/W	M-W-F	3
267.	Leimert & Oakmore	S/W	M-W-F	3
268.	Lennox & Van Buren		M-W-F	3
269.	MacArthur & Piedmont	N/E	M-W-F	3
270.	MacArthur & Piedmont	S/E	M-W-F	3
271.	MacArthur & Alma	S/E	M-Th	2
272.	MacArthur & Park Blvd	S/W	M-W-F	3
273.	MacArthur & Park Blvd	S/E	M-W-F	3
274.	MacArthur & Sheffield North Side		M-W-F	3
275.	MacArthur & Randolph	N/E	M-W-F	3
276.	MacArthur & Randolph	S/W	M-W-F	3
277.	MacArthur & Canon	N/E	M-W-F	3
278.	MacArthur & Dimond	S/W	M-W-F	3
279.	MacArthur & Fruitvale	S/E	M-W-F	3
280.	MacArthur & Fruitvale	N/W	M-T-W-Th-F	5
281.	MacArthur & Fruitvale	S/W	M-T-W-Th-F	5
282.	MacArthur & Fruitvale	N/E	M-W-F	3
283.	MacArthur & Boston	S/E	M-Th	2
284.	MacArthur & Boston	N/E	M-W-F	3
285.	MacArthur & Coolidge	N/E	M-W-F	3
286.	MacArthur & Coolidge	S/W	M-W-F	3
287.	MacArthur & Loma Vista	S/E	M-W-F	3
288.	MacArthur & Maple	S/W	M-W-F	3
289.	MacArthur & Maple	N/E	M-W-F	3
290.	2226 MacArthur North Side		M-W-F	3
291.	MacArthur & 35th Ave.	N/E	M-W-F	3
292.	MacArthur & 35th Ave.	N/W	M-W-F	3
293.	MacArthur & 35th Ave.	S/E	T-F	2
294.	MacArthur & 35th Ave.	S/W	M-W-F	3
295.	MacArthur & Brown Ave	N/E	T-F	2
296.	MacArthur & Brown Ave.	N/W	T-F	2
297.	MacArthur & Loma Vista	S/W	T-F	2
298.	MacArthur & 38th Ave.	N/E	T-F	2
299.	MacArthur & 38th Ave.	S/E	T-F	2
300.	MacArthur & 39th Ave.	N/W	T-F	2
301.	MacArthur & 39th Ave.	N/E	T-F	2
302.	MacArthur & Maybelle Ave.	S/W	T-F	2
303.	MacArthur & High St.	S/E	M-W-F	3
304.	MacArthur & High St.	S/W	M-W-F	3
305.	MacArthur & High St.	N/W	M-W-F	3

306.	MacArthur & High	N/E	M-W-F	3
307.	MacArthur & Seminary	N/E	M-W-F	3
308.	MacArthur & Seminary		M-W-F	3
309.	MacArthur & Seminary	N/W	M-W-F	3
310.	MacArthur & Seminary	S/W	M-W-F	3
311.	MacArthur & 60th Ave.	S/W	M-W-F	3
312.	MacArthur & 61st Ave.		T-F	2
313.	MacArthur & 64th Ave.	N/E	T-F	2
314.	MacArthur & 72nd Ave.	N/E	M-W-F	3
315.	MacArthur & Parker	N/E	M-W-F	3
316.	MacArthur & Van Buren		M-W-F	3
317.	MacArthur & 82nd Ave.	N/E	M-W-F	3
318.	MacArthur & 82nd Ave.	S/W	M-W-F	3
319.	MacArthur & 90th Ave.	S/W	M-Th	2
320.	MacArthur & 90th Ave.	S/E	M-Th	2
321.	MacArthur & 90th Ave.	N/W	M-W-F	3
322.	MacArthur & 90th Ave.	N/E	M-W-F	3
323.	MacArthur & 94th Ave.	N/E	M-W-F	3
324.	MacArthur & 94th Ave.	S/W	M-W-F	3
325.	MacArthur & 98th Ave.	N/E	M-W-F	3
326.	MacArthur & 98th Ave.	S/W	M-W-F	3
327.	MacArthur & 99th Ave.	N/E	M-W-F	3
328.	MacArthur & 100th Ave.	S/W	M-W-F	3
329.	MacArthur & 106th Ave.	S/W	M-W-F	3
330.	MacArthur & 106th Ave.	N/E	M-W-F	3
331.	MacArthur & 108th Ave.	N/E	M-W-F	3
332.	MacArthur & 108th Ave.	S/W	M-W-F	3
333.	Madison & 14th St.	N/E	M-W-F	3
334.	Madison & 14th St.	N/W	M-W-F	3
335.	Madison & 14th St.	S/E	M-W-F	3
336.	Madison & 13th St.		M-W-F	3
337.	Madison & 13th St.	N/E	M-W-F	3
338.	Market & Arlington	S/E	M-W-F	3
339.	Market bet 8th and 10th Sts.	N/W	M-W-F	3
340.	Market & 10th St.	N/W	M-W-F	3
341.	Market & 14th St.	N/W	M-W-F	3
342.	Market & 26th St.	N/E	M-W-F	3
343.	Martin Luther King & 29th St.	N/W	M-Th	2
344.	Martin Luther King & 40th St.	N/E	M-Th	3
345.	Martin Luther King & 40th St.	N/W	M-Th	2
346.	Montecito & Lee	S/E	M-W-F	3
347.	Mountain & La Salle		Daily	
348.	Mountain & Cabot South Side		Daily	
349.	Mountain Blvd opposite 816		Daily	
350.	Mountain & Woodminster	N/W	Daily	
351.	Mountain & Joaquin Miller	N/E	Daily	
352.	Mountain & Mauley		Daily	
353.	Mountain & Medau Pl.	N/W	Daily	
354.	Mountain & Medau Pl.	N/E	Daily	
355.	Mountain & Medau Pl.	S/W	Daily	
356.	Mountain & Medau Pl.	S/E	Daily	
357.	Mountain & Medau Pl.		Daily	
358.	1934 Mountain		Daily	

359.	1959 Mountain Blvd.		Daily	
360.	Mountain & La Salle	N/E	Daily	
361.	Mountain & La Salle	S/W	Daily	
362.	Mountain & La Salle	S/E	Daily	
363.	Mountain & La Salle	N/W	Daily	
364.	Mountain & Moraga	N/W	Daily	
365.	Mountain & Moraga	N/E	Daily	
366.	Mountain & Antioch	N/E	Daily	
367.	Antioch St. & Antioch Ct.	S/W	Daily	
368.	2062 Mountain North Side		Daily	
369.	2066 Mountain North Side		Daily	
370.	2081 Mountain South Side		Daily	
371.	Mountain & Snake	N/E	Daily	
372.	Mountain & Snake South Side		Daily	
373.	Moraga & La Salle	N/W	Daily	
374.	Moraga & La Salle	N/E	Daily	
375.	Moraga & La Salle	S/W	Daily	
376.	Moraga & Medau	N/W	Daily	
377.	Moraga & Medau	N/E	Daily	
378.	Moraga 250' n/o Medau North Side		M-Th	
379.	Oak St. & 10th St.	N/E	M-W-F	3
380.	Oak St. & 12th St.	N/W	M-W-F	3
381.	Oak St. & 12th St.	S/E	M-W-F	3
382.	Oak St. & 13th St.	S/W	M-W-F	3
383.	Oak St. & 14th St.	S/W	M-W-F	3
384.	Oak St. & 14th St.		M-W-F	3
385.	Park Blvd. & 7th Ave.	S/E	M-W-F	3
386.	Park & Excelsior		M-W-F	3
387.	Park Blvd. & E. 34th St.	S/E	M-W-F	3
388.	Park Blvd. & Chatham	N/E	M-W-F	3
389.	Park Blvd. & MacArthur	N/E	T-F	2
390.	Park Blvd. & Wellington	S/W	M-W-F	3
391.	Park Blvd. & Glenfield West Side		T-F	2
392.	Park Blvd. & Hampel	S/W	M-W-F	3
393.	Perkins & Jayne	N/W	M-W-F	3
394.	Perkins & Orange	N/E	M-W-F	3
395.	Perkins & Van Buren	S/E	M-W-F	3
396.	Perkins & Van Buren	N/W	M-W-F	3
397.	Piedmont & Pleasant Valley	S/E	M-T-W-Th-F	5
398.	Piedmont & Montell	S/E	M-T-W-Th-F	5
399.	Piedmont & Echo	N/E	M-T-W-Th-F	5
400.	Piedmont & Estrada	N/E	M-T-W-Th-F	5
401.	Piedmont & 41st St.	S/W	M-T-W-Th-F	5
402.	Piedmont & 41st St.	N/W	M-T-W-Th-F	5
403.	Piedmont & Linda	S/E	M-T-W-Th-F	5
404.	Piedmont Ave. City Parking Lot		M-T-W-Th-F	5
405.	Piedmont Ave. City Parking Lot		M-T-T-Th-F	5
406.	Piedmont Ave. City Parking Lot		M-T-W-Th-F	5
407.	Piedmont Ave. City Parking Lot		M-T-W-Th-F	5
408.	Piedmont & Ridgeway	S/W	M-T-W-Th-F	5
409.	Peralta & 10th St.	N/W	M-W-F	3
410.	Peralta & 11th St.	S/E	M-W-F	3
411.	Peralta & 12th St.	N/W	M-W-F	3

412.	4000 Redwood Rd		M-W-F	3
413.	San Pablo & 14th St.		M-T-W-Th-F	5
414.	San Pablo & 15th St.		M-T-W-Th-F	5
415.	San Pablo & 16th St.	S/W	M-W-F	3
416.	San Pablo & 16th St.	S/E	M-W-F	3
417.	San Pablo & 17th St.	N/E	M-W-F	3
418.	San Pablo & 19th St.	S/W	M-W-F	3
419.	San Pablo & 19th St.	N/E	M-W-F	3
420.	San Pablo & 20th St.	N/E	M-W-F	3
421.	San Pablo & 20th St.		M-W-F	3
422.	San Pablo & 20th St.	S/E	M-W-F	3
423.	San Pablo & 20th St.	S/W	M-W-F	3
424.	2101 San Pablo West Side		M-W-F	3
425.	San Pablo & 25th St.	S/E	M-W-F	3
426.	2942 San Pablo East Side		M-W-F	3
427.	30th St. & San Pablo East Side		M-W-F	3
428.	San Pablo & Market	N/W	M-W-F	3
429.	San Pablo & 31st St.	N/E	M-W-F	3
430.	San Pablo & 53rd St.	S/E	M-W-F	3
431.	San Pablo & 53rd St.	N/W	M-W-F	3
432.	San Pablo & 56th St.	N/E	M-W-F	3
433.	San Pablo & Stanford	S/W	M-W-F	3
434.	San Pablo & Stanford	N/W	M-W-F	3
435.	San Pablo & Stanford	S/E	M-W-F	3
436.	San Pablo & 60th St.	S/E	M-W-F	3
437.	San Pablo & 62nd St. East Side		M-W-F	3
438.	San Pablo & 62nd St.	N/W	M-W-F	3
439.	San Pablo & 63rd St.	N/E	M-W-F	3
440.	San Pablo & 64th St.	N/W	M-W-F	3
441.	San Pablo & 65th St.	N/W	M-W-F	3
442.	San Pablo & 66th St.	S/E	M-W-F	3
443.	San Pablo & 67th St.	S/E	M-W-F	3
444.	San Pablo & 67th St. West Side		M-W-F	3
445.	Seminary & Camden	N/W	M-Th	2
446.	Seminary & Walnut	N/W	M-W-F	3
447.	Seminary & E. 17th St.	N/E	M-Th	2
448.	5863 Seminary East Side		M-W-F	3
449.	Shattuck & Aileen St.	N/E	Daily	
450.	Shattuck & Aileen St.	N/W	Daily	
451.	Shattuck & Alcatraz	N/W	Daily	
452.	Shattuck & Alcatraz	N/E	Daily	
453.	Shattuck & 51st St.	N/W	M-W-F	3
454.	Shattuck & 55th St.	N/W	Daily	
455.	Shattuck & 55th St.	N/E	Daily	
456.	Shattuck & 59th St.	N/W	Daily	
457.	Shattuck & 59th St.	N/E	Daily	
458.	Shattuck & 60th St.		Daily	
459.	Shattuck & 61st St.	N/W	Daily	
460.	Shattuck & 61st St.		Daily	
461.	Shattuck & 66th St.	N/E	M-Th	2
462.	Summit & 29th St.	N/E	M-W-F	3
463.	Summit & 30th St.	N/W	M-W-F	3
464.	Summit & 30th St.	S/W	M-W-F	3

465.	Telegraph & 16th St.	S/E	M-T-W-Th-F	5
466.	Telegraph & 16th St.	N/E	M-W-F	3
467.	Telegraph & 17th St.	N/W	M-T-W-Th-F	5
468.	Telegraph & 17th St.		M-W-F	3
469.	Telegraph & 17th St.	S/W	M-T-W-Th-F	5
470.	Telegraph & 18th St.	S/W	M-T-W-Th-F	5
471.	Telegraph & 18th St.	S/E	M-T-W-Th-F	5
472.	Telegraph & 19th St.	S/E	M-T-W-Th-F	5
473.	Telegraph & 19th St.	N/E	M-T-W-Th-F	5
474.	Telegraph & 19th St.	N/W	M-T-W-Th-F	5
475.	Telegraph & 20th St.	N/E	M-T-W-Th-F	5
476.	Telegraph & 20th St.	S/E	M-T-W-Th-F	5
477.	Telegraph & 20th St.	S/W	M-T-W-Th-F	5
478.	Telegraph & 16th St.	N/W	M-T-W-Th-F	5
479.	Telegraph & 20th St.	N/W	M-T-W-Th-F	5
480.	Telegraph & 21st St.	N/W	M-T-W-Th-F	5
481.	Telegraph & Grand	S/W	M-W-F	3
482.	Telegraph & Grand	S/E	M-W-F	3
483.	Telegraph & 25th St.	S/W	M-W-F	3
484.	Telegraph & Sycamore	S/W	M-W-F	3
485.	Telegraph & 27th St.	S/E	M-W-F	3
486.	Telegraph & 27th St.	S/W	M-W-F	3
487.	Telegraph & 27th St.		M-W-F	3
488.	Telegraph & 29th St.	S/E	M-W-F	3
489.	Telegraph & 29th St.	N/W	M-W-F	3
490.	3027 Telegraph West Side		M-W-F	3
491.	Telegraph & 30th St.	S/E	M-W-F	3
492.	Telegraph & 34th St.	S/E	M-W-F	3
493.	Telegraph & 34th St.	N/W	M-W-F	3
494.	Telegraph & 37th St.	N/W	M-W-F	3
495.	Telegraph & MacArthur West Side	N/W	M-W-F	3
496.	Telegraph & 38th St.	S/E	M-W-F	3
497.	Telegraph & 40th St.	N/E	M-W-F	3
498.	Telegraph & 40th St.	N/W	M-W-F	3
499.	Telegraph & 40th St.	S/W	M-W-F	3
500.	Telegraph & 40th St.	S/E	M-W-F	3
501.	Telegraph & 42th St.	S/E	M-W-F	3
502.	Telegraph & 42th St.	N/W	M-W-F	3
503.	Telegraph & 43rd St.	N/W	M-T-W-Th-F	5
504.	Telegraph & 43rd St.	N/E	M-T-W-Th-F	5
505.	4401 Telegraph	N/W	M-W-F	3
506.	Telegraph & 48th St.	S/E	M-W-F	3
507.	Telegraph & 48th St.	N/W	M-W-F	3
508.	Telegraph & 52nd St.	N/W	M-W-F	3
509.	Telegraph & 52nd St.	N/E	M-W-F	3
510.	Telegraph & 50th St.	N/W	M-W-F	3
511.	Telegraph & 55th St.	S/E	M-W-F	3
512.	Telegraph & 55th St.	N/W	M-W-F	3
513.	Telegraph & 58th St.	S/E	M-W-F	3
514.	Telegraph & Aileen	N/W	M-W-F	3
515.	Telegraph & Mc Auley	S/E	M-W-F	3
516.	Telegraph & 60th St.	N/W	M-W-F	3
517.	Telegraph & 62nd St.	S/E	M-W-F	3

518.	Telegraph & 62nd St.	N/W	M-W-F	3
519.	Telegraph & Alcatraz	S/W	M-W-F	3
520.	Telegraph & Alcatraz	S/E	M-W-F	3
521.	Telegraph & Alcatraz	N/W	M-W-F	3
522.	Telegraph & 66th St.	N/W	M-W-F	3
523.	Telegraph & 66th St.	S/E	M-W-F	3
524.	Vallecito Place near 2853	S/W	M-W-F	3
525.	Vernon St. towards Bay Place		M-W-F	3
526.	Washington & 6th St.	S/E	M-W-F	3
527.	Washington & 6th St.	N/E	M-W-F	3
528.	Washington & 7th St.	N/E	M-W-F	3
529.	Washington & 8th St.	S/W	M-W-F	3
530.	Washington & 8th St.	N/W	M-W-F	3
531.	Washington & 9th St.	S/E	M-W-F	3
532.	Washington & 9th St.	N/W	M-W-F	3
533.	Washington & 10th St.	S/E	M-W-F	3
534.	City Hall Plaza & 14th St.	N/E	M-W-F	3
535.	City Hall Plaza & 14th St.	N/W	M-W-F	3
536.	City Hall Plaza & 15th St.	S/E	M-W-F	3
537.	City Hall Plaza & 15th St.	S/W	M-W-F	3
538.	Webster & 7th St.	N/W	M-T-W-Th-F	5
539.	Webster & 7th St.	N/E	M-T-W-Th-F	5
540.	Webster & 8th St.	S/E	M-T-W-Th-F	5
541.	Webster & 8th St.	S/W	M-T-W-Th-F	5
542.	Webster & 8th St.	N/E	M-T-W-Th-F	5
543.	Webster & 8th St.	N/W	M-T-W-Th-F	5
544.	Webster & 9th St.	N/E	M-T-W-Th-F	5
545.	Webster & 9th St.	N/W	M-T-W-Th-F	5
546.	Webster & 9th St.	S/W	M-T-W-Th-F	5
547.	Webster & 10th St.	S/E	M-T-W-Th-F	5
548.	Webster & 10th St.	S/W	M-T-W-Th-F	5
549.	Webster & 12th St.	N/E	M-T-W-Th-F	5
550.	Webster & 13th St.	N/E	M-T-W-Th-F	5
551.	Webster & 14th St.	N/W	M-T-W-Th-F	5
552.	Webster & 15th St.	N/W	M-W-F	3
553.	1608 Webster		M-W-F	3
554.	Webster & 17th St.	S/W	M-W-F	3
555.	Webster & 19th St.	S/E	M-W-F	3
556.	Webster & 19th St.	N/W	M-W-F	3
557.	Webster & 20th St.	N/E	M-W-F	3
558.	Webster & 20th St.	N/W	M-W-F	3
559.	Webster & 20th St.		M-W-F	3
560.	Webster & 21st St.	N/W	M-W-F	3
561.	Webster & 21st St.	S/E	M-W-F	3
562.	Webster & 22nd St.	N/E	M-W-F	3
563.	Webster & Grand	S/W	M-W-F	3
564.	Webster & Grand	N/E	M-W-F	3
565.	Webster & 24th St.	S/E	M-W-F	3
566.	Webster & 30th St.	N/E	M-W-F	3
567.	E. 14th & 1st Ave.	N/E	M-W-F	3
568.	E. 14th & 1st Ave. @ 1417		M-W-F	3
569.	E. 14th & 1st Ave. 100' n/e of E. 14th		M-W-F	3
570.	E. 14th & 2nd Ave.	S/W	M-W-F	3

Handwritten signature and initials, possibly 'M' and 'AF', in the bottom right corner.

571.	E. 14th & 2nd Ave.	S/W	M-W-F	3
572.	E. 14th & 3rd Ave.	N/E	M-W-F	3
573.	E. 14th & 4th Ave.	S/W	M-W-F	3
574.	E. 14th & 5th Ave.	S/W	M-W-F	3
575.	E. 14th & 5th Ave.	N/E	M-W-F	3
576.	E. 14th & 7th Ave.	N/E	M-W-F	3
577.	E. 14th & 7th Ave.	S/W	M-W-F	3
578.	E. 14th & 23rd Ave.	N/W	M-W-F	3
579.	E. 14th & 23rd Ave.	N/E	M-W-F	3
580.	E. 14th & 23rd Ave.	S/W	M-W-F	3
581.	E. 14th & 24th Ave.	N/E	M-W-F	3
582.	E. 14th & 26th Ave.	S/W	M-T-W-Th-F	5
583.	E. 14th & 29th Ave.	S/W	M-W-F	3
584.	E. 14th & 29th Ave.	N/E	M-W-F	3
585.	E. 14th & Derby	N/W	Daily	
586.	E. 14th & Fruitvale	S/W	M-W-F	3
587.	E. 14th & Fruitvale	N/W	M-W-F	3
588.	E. 14th & Fruitvale	N/E	M-W-F	3
589.	E. 14th & Fruitvale	S/E	M-W-F	3
590.	E. 14th & 33rd Ave.	North Side	M-W-F	3
591.	E. 14th & 33rd Ave.		M-W-F	3
592.	E. 14th & 33rd Ave.		Daily	
593.	E. 14th & 33rd Ave.		M-Th	2
594.	3347 E. 14th	S/W	M-W-F	3
595.	E. 14th & 34th Ave.	S/E	M-W-F	3
597.	E. 14th & 35th Ave.	S/W	M-W-F	3
598.	E. 14th & 35th Ave.	S/E	M-W-F	3
599.	E. 14th & 35th Ave.	N/W	M-W-F	3
600.	E. 14th & 35th Ave.	N/E	M-W-F	3
601.	E. 14th & 36th Ave.	S/E	M-T-W-Th-F	5
602.	E. 14th & 36th Ave.	S/W	M-T-W-Th-F	5
603.	E. 14th & 36th Ave.	N/E	M-T-W-Th-F	5
604.	E. 14th & 37th Ave.	S/W	M-T-W-Th-F	5
605.	E. 14th & 37th Ave.	S/E	M-T-W-Th-F	5
606.	E. 14th & 37th Ave.	N/E	M-T-W-Th-F	5
607.	E. 14th & 38th Ave.	S/E	M-W-F	3
608.	E. 14th & 38th Ave.	N/W	M-W-F	3
609.	E. 14th & 38th Ave.	S/W	Daily	
610.	E. 14th & 38th Ave.	N/E	Daily	
611.	E. 14th & 39th Ave.	S/W	Daily	
612.	E. 14th & 39th Ave.	N/W	Daily	
613.	E. 14th & 40th Ave.	N/E	Daily	
614.	E. 14th & 40th Ave.	S/W	Daily	
615.	E. 14th & 40th Ave.	S/E	Daily	
616.	E. 14th & 41st Ave.	S/W	Daily	
617.	E. 14th & High St.	S/W	M-W-F	3
618.	E. 14th & High St.	N/W	M-W-F	3
619.	E. 14th & High St.	N/E	M-W-F	3
620.	E. 14th & High St.	S/E	M-W-F	3
621.	E. 14th & Bancroft Way	N/E	M-W-F	3
622.	E. 14th & 44th Ave.	N/E	Daily	
623.	E. 14th & 45th Ave.	N/E	T-F	2
624.	E. 14th & 45th Ave.	S/W	T-F	2

625.	E. 14th & 46th Ave.	N/E	T-F	2
626.	E. 14th & 49th Ave.	S/W	M-W-F	3
627.	E. 14th & 51st Ave.	S/W	M-W-F	3
628.	E. 14th & 51st Ave.	N/E	M-W-F	3
629.	E. 14th & 54th Ave.	N/W	Daily	
630.	E. 14th & 54th Ave.	N/E	Daily	
631.	E. 14th & 54th Ave.	S/W	Daily	
632.	E. 14th & 57th Ave.	N/E	M-W-F	3
633.	E. 14th & Seminary	S/W	M-W-F	3
634.	E. 14th & Seminary	S/E	M-W-F	3
635.	E. 14th & Seminary	N/E	M-W-F	3
636.	E. 14th & 69th Ave.	S/W	M-W-F	3
637.	E. 14th & 62nd Ave.	N/E	M-W-F	3
638.	E. 14th & Havenscourt	N/E	M-W-F	3
639.	E. 14th & 73rd Ave.	N/E	M-W-F	3
640.	E. 14th & 73rd Ave.	S/E	M-W-F	3
641.	E. 14th & 78th Ave.	N/E	M-W-F	3
642.	E. 14th & 80th Ave.	N/E	M-W-F	3
643.	E. 14th & 82nd Ave.	N/E	M-W-F	3
644.	E. 14th & 82nd Ave.	S/W	M-W-F	3
645.	E. 14th & 83rd Ave.	S/E	M-W-F	3
646.	E. 14th & 85th Ave.	S/W	M-W-F	3
647.	E. 14th & 85th Ave.	N/E	M-W-F	3
648.	E. 14th & 87th Ave.	N/E	M-W-F	3
649.	E. 14th & 87th Ave.	S/E	M-W-F	3
650.	E. 14th & 90th Ave.	S/E	M-W-F	3
651.	E. 14th & 90th Ave.	N/E	M-W-F	3
652.	E. 14th & 90th Ave.	N/W	M-W-F	3
653.	E. 14th & 94th Ave	S/W	M-W-F	3
654.	E. 14th & 94th Ave.	N/E	M-W-F	3
655.	E. 14th & 98th Ave.	N/W	M-W-F	3
656.	E. 14th & 98th Ave.	N/E	M-W-F	3
657.	E. 14th & 100th Ave.	S/E	M-W-F	3
658.	E. 14th & 100th Ave.	N/E	M-W-F	3
659.	E. 14th & 101st Ave.	S/E	M-W-F	3
660.	E. 14th & 102nd Ave.	S/W	M-Th	2
661.	E. 14th & 104th Ave.	S/W	M-Th	2
662.	E. 14th & 105th Ave.	N/E	M-W-F	3
663.	E. 14th & 107th Ave.	S/W	M-W-F	3
664.	E. 18th & Athol	S/W	M-W-F	3
665.	E. 18th & 3rd Ave.	S/W	M-W-F	3
666.	E. 18th & 5th Ave.	S/E	M-W-F	3
667.	E. 18th & Park Blvd.	N/E	M-W-F	3
668.	E. 18th & Park Blvd.		M-W-F	3
669.	E. 18th & Park Blvd.	N/W	M-W-F	3
670.	E. 18th & 4th Ave.	S/W	M-W-F	3
671.	E. 31st St. & Beaumont	N/W	M-W-F	3
672.	7th St. & Market	S/W	M-W-F	3
673.	7th St. & Wood	S/E	M-W-F	3
674.	7th St. & Wood	N/E	M-W-F	3
675.	7th & Willow South Side		M-W-F	3
676.	7th & Peralta St.	S/W	M-W-F	3
677.	10th St. & Fallon	S/E	M-W-F	3

678.	10th & Fallon	N/W	M-Th	2
679.	12th & Fallon	N/W	M-W-F	3
680.	14th & Market	S/W	M-W-F	3
681.	14th & Lakeside	N/W	M-W-F	3
682.	35th Ave. & Foothill		M-W-F	3
683.	46th Ave. & Foothill	S/W	M-Th	2
684.	73rd Ave. & Garfield	S/E	M-Th	2
685.	73rd Ave. & Garfield	N/W	T-F	2
686.	73rd Ave. & Bancroft	N/W	T-F	2
687.	73rd Ave. & Garland		T-F	2
688.	98th Ave. & Edes		M-W-F	3
689.	105th Ave. & Edes	S/E	M-W-F	3

EXHIBIT F

BULKY GOODS PROGRAM

1. The Program will take place once per year.
2. All residential properties of one to four units may participate in this program.
3. Pickup of Bulky Goods will be according to a schedule developed by the City and Contractor. Everything should be placed at the curb no later than 5:30 a.m.
4. Contractor shall prepare a pickup schedule, subject to the approval of the City. The schedule should avoid conflicts with the City's Chipper Program to the extent feasible. Ideal scheduling would allow for a minimum of three months between the services of each program.
5. White Goods to be collected and recycled as part of this Program, include, but are not limited to stoves, freezers, refrigerators, washing machines, dryers and hot water heaters. White Goods must be free of Solid Waste, standing upright, have doors or lids removed, not be stacked on top of each other, and not be leaking oil or other hazardous materials. White goods should be processed according to all relevant laws, rule and regulations.
6. Bulky Goods such as furniture, tires, mattresses, lamps, toys, televisions and other such materials may be disposed of as Solid Waste.
7. No item, except for furniture and White Goods should weigh more than 75 pounds.
8. Rocks, dirt, concrete, motor oil or other liquid toxic material, vehicle parts and batteries are not included in this Program and may be left by the Contractor.
9. With the exception of the items list in No. 8 above, Contractor shall collect all items placed by the curbside and leave a checklist for the household for future reference listing the items that should not have been left for collection.
10. Contractor shall develop guidelines for customer service, subject to approval by the City.

11. Contractor shall prepare and mail at its expense, public education material to publicize the Bulky Goods Program. All materials are subject to the review and approval of the City. At a minimum, a postcard giving the basic program information and Contractor's telephone number shall be mailed to the occupant of every eligible residence receiving service. At a minimum of two weeks prior to the scheduled pickup date, Contractor shall mail a 8.5 x 14 inch brochure, printed on recycled paper, notifying the resident of the date, time and materials that may be left for collection.

A handwritten signature in black ink, appearing to be 'M. H.', with a circular mark around the initials.

EXHIBIT G

COMMUNITY EDUCATION AND OUTREACH PLAN

1. Yard Waste Program
2. Curbside Solid Waste Collection
3. General Public Education Requirements
 - ♦ By September 1st of each year Contractor shall submit a public education plan for the following calendar year. The City shall review and respond in writing within 45 calendar days. Implementation of the annual plan would begin on January 1st of each year.
 - ♦ Contractor shall not perform or produce public education materials without the prior written approval from the City. All materials shall be submitted in writing for review and approval. Written authorization by the City is required prior to final production of any public education materials.
 - ♦ Contractor shall provide access for the City's use of space in the quarterly WMAC residential newsletters.
 - ♦ The City shall be able to insert information in the residential and commercial bills each billing cycle.
 - ♦ All public education materials must be printed on 100% recycled paper with at least 50% post consumer recycled content with soy based (or other non-toxic) ink.
 - ♦ All public education materials must include the 238-SAVE hotline number.
 - ♦ The City shall either produce or oversee the production of artwork for all public education materials.
 - ♦ The City shall oversee all press activities including press releases, press conferences, press kits, press packets and general press inquiries.

A handwritten signature, possibly 'M', followed by a circled monogram 'AS'.

EXHIBIT H CITY OF OAKLAND

SAMPLE MONTHLY SERVICE REPORT FOR JANUARY 1996

	SOLID WASTE DISPOSAL TONS ¹									RECYCLABLE TONS						
	REL	FEL	R/O	MUNI	SELF-HAUL	BULKY GOOD	ALTAMONT SELF-HAUL from OAK	OTHER (Specify)	TOTAL	YARD WASTE	WHITE GOODS	BULKY GOODS	DSTS SELF-HAUL YARD WASTE	OTHER DSTS	ALTAMONT ADC from OAK	OTHER (Specify)
Jan '96																
Feb '96																
Mar '96																
1996																

Include additional disposal categories as necessary.

Residential Can Service Levels:

Jan '96	Mini-Can	32 gallon	64 gallon (2 can)	96 gallon (3 can)	128 gallon (4 can)	160 gallon (5 can)	192 gallon (6 can)	224 gallon (7 can)	256 gallon (8 can)	288 gallon (9 can)
# of Accounts										
# of 32g. Cans										

	Jan 96	Feb 96	Mar 96	Apr 96	May 96	Jun 96	Jul 96	Aug 96	Sep 96	Oct 96	Nov 96	Dec 96
Total Number of "Bag-it" Sales:												
Total Number of Residential Units using Can Service:												
Total Number of Residential Units with Disabled Backyard Service:												
Total Number of Residential Units with Paid Backyard Service:												
Total Number of Residential Units with Less-than-Weekly Service:												
Average every-other-week Yard Waste participation:												

Residential Cart Replacements:

Solid Waste Carts	Stolen	Damaged	Destroyed	Replaced YTD
20-gallon				
32-gallon				
64-gallon				
96-gallon				

Yard Waste Carts	Stolen	Damaged	Destroyed	Replaced YTD
64-gallon				
Other				

Handwritten signature and initials in the bottom right corner of the page.

Multi-Family Container Service Levels:

	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 yd ³ bin							
1.5 yd ³ bin							
2 yd ³ bin							
3 yd ³ bin							
4 yd ³ bin							
6 yd ³ bin							
7 yd ³ bin							

Total Number of Residential Units using Container Service: _____

Commercial Container Service Levels:

	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
1 yd ³ bin							
1.5 yd ³ bin							
2 yd ³ bin							
3 yd ³ bin							
4 yd ³ bin							
6 yd ³ bin							
7 yd ³ bin							

Total Number of Commercial Container Accounts: _____


R/O Box Service:

R/O Box Size	Number of "Pulls"
6 yd ³ box	
14 yd ³ box	
20 yd ³ box	
30 yd ³ box	
40 yd ³ box	

A handwritten signature and the initials "tfc" inside a circle.

CITY OF OAKLAND
CUSTOMER SERVICE RESPONSE LOG
 January 1996

Response Code	Description	0 Days	1 Day	2 Days	3 Day	4 Days	5 Days	6 Days	7 Day	8 Day	9 Day	10+ Days	Total
01	Garbage Missed Pickup												
02	Garbage Missed Pickup-2nd												
03	Garbage Missed Pickup-3rd												
04	Yard Waste Missed Pickup												
05	Yard Waste Missed Pickup-2nd												
06	Yard Waste Missed Pickup-3rd												
07	Mess												
08	Abusive												
09	Property Claim												
10	Gen'l Complaint												
11	Left Gate Open												
12	Lost Access Keys												
13	Cart Size Change												
14	Cart Replacement												
15	Cart Stolen												
16	Gen'l Informational												
17	Yard Waste Information												
18	Extra/Job												
19	Courtesy Pickup												
20	Clean Up Forgot												
21	Supervisor Call												
22													
23													
	Sub-Total												
	Sub-Total %												


 #

CITY OF OAKLAND
SAMPLE FIRST QUARTER SERVICE REPORT FOR 1996


SOLID WASTE DISPOSAL TONS ¹										RECYCLABLE TONS				
REL	FEL	R/O	MUNI	SELF-HAUL	BULKY GOOD	ALTAMONT SELF-HAUL from OAK	TOTAL	YARD WASTE	WHITE GOODS	BULKY GOODS	DSTS SELF-HAUL YARD WASTE	OTHER DSTS	ALTAMONT ADC from OAK	OTHER (describe)
Q1 '96														
Q1 '95														
Variance (%)														
1996 YTD														
1995 YTD														
1996														

¹Include additional disposal categories as necessary.

- Discussion of problems encountered and noteworthy experiences in program operation, including recommendations for program modification;
- Discussion of yard waste recycling public awareness campaign efforts and impacts of said efforts;
- List of vehicles in service and license plate number and vehicle identification number;
- List of disabled customers, including address, receiving backyard service;
- List of customers, including address, with less-than-weekly service;
- Quarterly route audit of all residential routes to include: Route number, truck number, number of households served, tons of solid waste collected, tons of yard waste collected, yard waste participation rate
- List of all commercial container accounts including customer name, service address, billing address, phone number, service level, and day(s) of service, if requested by City.
- List of all multi-family container accounts including customer name, service address, billing address, phone number, number of units, service level, and day(s) of service, if requested by City.


CITY OF OAKLAND
MONTHLY REVENUE REPORT FOR JANUARY 1996

May not be a need for detailed reports beyond gross receipts if monthly charge is not dependent upon revenue requirements.


(Hr)

CITY OF OAKLAND
SOLID WASTE DISPOSAL FOR THE MONTH OF _____

SOLID WASTE DISPOSAL TONS											
Disposal	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Total
Solid Waste Disposal from Franchised Collection											
Other (specify)											
Total Franchise Solid Waste Disposal											
Self-Haul Generated in Oakland											
Total Altamont Landfill Solid Waste Disposal Generated in Oakland											


 (4)

CITY OF OAKLAND
AND
REDEVELOPMENT AGENCY
MINORITY AND WOMEN BUSINESS ENTERPRISE CONSTRUCTION
PROGRAM

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CITY OF OAKLAND
AND
REDEVELOPMENT AGENCY
MINORITY AND WOMEN BUSINESS ENTERPRISE CONSTRUCTION
PROGRAM

I Objective

To establish goals for the participation of minority business enterprises and women business enterprises in the City of Oakland and Redevelopment Agency construction contracts and to establish a program for the achievement of the goals.

II Definitions

1. **Minority group member** - a person who is Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan Native.
 - a) Black - all persons having origins in any of the Black racial groups of Africa.
 - b) Hispanic - all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. The Portuguese are excluded from the Hispanic category and are to be classified according to their race.
 - c) Asian or Pacific Islander - all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.
 - d) American Indian or Alaskan Native - all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
2. **Minority Business Enterprise** - United States business wherein the minority group members or stockholders have at least 51% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the minority group members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.

3. **Women Business Enterprise** - United States business wherein women members or stockholders have at least 51% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.
4. **Small Business Enterprise** - United States business which meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).
5. **City** - Reference to the City or City Council includes the Redevelopment Agency, and reference to the City Manager includes the Agency Administrator with regards to this Program.
6. **Contractor** - The individual partnership, corporation, joint venture or other legal entity entering into a contract with the City.
7. **Subcontractor** - The individual, partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.
8. **Joint Venture** - An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. Each party to the joint venture must hold a current, active license in good standing, and the joint venture must hold a current, active joint venture license.

III Goals

The Minority and Women Business Enterprise Construction Program establishes the following goals:

1. A goal of 30% of the contract amount for the participation of minority business enterprises in City construction contracts.
 - a) 50% of the Minority Business Enterprises should qualify as small business enterprises.

2. A goal of 5% of the contract amount for the participation of women business enterprises in City construction contracts.
 - a) 50% of the women business enterprises should qualify as small business enterprises.
 - b) A business owned by minority women may be counted towards fulfillment of either the goal for the participation of women business enterprises or minority business enterprises, but not both.

IV Program

The City shall require that contractors bidding on construction contracts abide by the provisions of the Minority and Women Business Enterprise Construction Program and make every effort to obtain minority and women business enterprise participation. Failure to provide the information referenced in various sections of this program will result in a determination by the City that the contractor is not a responsible bidder. It is the intention of the City to award construction contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goals for minority and women business enterprise participation.

In order to achieve the goals for minority and women business enterprise construction participation, the contractor may award a portion(s) of the contract to bona fide minority or women owned firms, minority or women owner-operated equipment, minority or women brokers, minority or women suppliers or prefabricators. A minority or women business enterprise will be considered bona fide if the minority or women group members' ownership interests are real and continuing and not created solely to meet the City's goals for minority and women business enterprise construction participation. The minority or women business enterprise must perform work or provide services and/or supplies and not merely act as a passive conduit. Where a minority or women business enterprise acts as broker or agent, only the commission or fee earned may be counted towards the contractor's goals. This commission or fee will not be counted if the minority or women business enterprise performs no substantive service.

In the event the City has reason to question the ownership of a minority or women business enterprise, the burden of proof is on the claimant and/or contractor to provide documentation to substantiate the minority or women ownership of the business.

V Certification

Minority and women businesses must be certified prior to submittal of a bid in order to receive credit towards the achievement of the minority and women goals. Firms must be certified by the City or an agency approved by the City.

The City will use 49CFR Part 23 as the procedure for the certification of minority and women businesses.

Firms intentionally falsifying their status as a minority or woman business will be debarred from bidding on future City work for a period of three (3) years.

Leverage Buyout: In the event an individual(s) purchases an existing business by incurring debt from the prior business owner (i.e., the prior business owner sells the business to minority or women individuals, which pays less than 50% down and agrees to pay the balance in installments or another similar credit arrangement), the ownership interest of the individual(s) cannot be subject to control or exercise of discretion of the prior business owner. The prior business owner's relationship to the minority or women individuals, must be that of creditor, only. As a creditor, the prior business owner and the minority or women individuals must enter into an agreement whereby the minority or women individual makes an unconditional, fixed and certain obligation to pay the prior business on extended credit.

The prior business owner must:

1. Have no equity interest in the new business other than that of a creditor;
2. Shall have no rights to share in the profits and losses of the newly formed business;
3. Shall have no right to exercise control of the newly formed business; and
4. Shall not extend any other service or item of value to the newly formed business, unless the minority or women individual(s) compensates the prior owner for the fair market value of such service or item extended. For example:
 - a) No sharing of equipment or employees.
 - b) No renting of space or equipment at below fair market value.

VI Joint Ventures

Whenever a joint venture involves a business owned by minorities or women, the contractor shall provide the City with a full account of the nature of the minority or women ownership interest, the basis for the creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. Such joint venture partnership or other multi-entity relationship shall ensure that the participating business owned by minorities or women has a commensurate share of the profit or loss to be realized from the joint venture.

The joint venture, partnership or other multi-entity relationship shall be in writing. Joint ventures, partnerships or other multi-entity relationships must conform to the pertinent laws which govern the creation of such business arrangements. The City shall have the right to review same and determine if such arrangement is proper within the requirements of the Minority and Women Business Enterprise Construction Program.

In order for the City to consider a joint venture as being bona fide, a joint venture agreement must be submitted to the City for approval. As a minimum, the joint venture agreement must include the following provisions:

1. Purpose and length of the joint venture;
2. Location of the joint venture office;
3. License of the joint venture (if required);
4. Name, ethnic and gender group of all joint venture partners;
5. Actual work to be performed by the joint venture partners;
6. Management and control of the joint venture partners;
7. Responsibilities of the joint venture partners;
8. Capitalization of the joint venture partners;
9. Financial participation of the joint venture partners;
10. Profit and loss of the joint venture partners;
11. Compensation to the joint venture partners;

12. Rental of equipment or space agreements for the joint venture;
13. Bonding and insurance for the joint venture; and
14. Dissolution of the joint venture.

VII Counting of MBE/WBE/JV Participation

MBE/WBE/JV participation shall be counted toward meeting the goals as described in the following sections:

1. Payments to a MBE/WBE contractor or subcontractor which compensates the MBE/WBE for work which it actually performs by its own forces may be counted. The work performed must provide a commercially useful function. In the event that a minority business is owned and controlled by women, the firm may be counted either towards the achievement of the goal for minority or women, but not both.
 - a) A MBE/WBE is considered to be providing a commercially useful function when it is responsible for execution of a distinct element of the work and carries out its responsibilities by actually performing, managing and/or supervising the work involved. To determine whether a MBE/WBE is performing a commercially useful function, the City shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
 - b) Consistent with normal industry practices, a MBE/WBE may enter into subcontracts. If a MBE/WBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be providing a commercially useful function. The MBE/WBE may present evidence to rebutt this presumption to the City. The City's decision on the rebuttal of this presumption is final.
2. Payments to minority and women owner operator of equipment will be credited 100% towards the achievement of the MBE or WBE goal but not both. The minority or women owner-operator of equipment must own or be purchasing the equipment. Rental of equipment will not be considered as being owner-operated.

3. A portion of the payment to a joint venture which includes a MBE/WBE as a partner may be counted towards achievement of the goals. The portion of the contract amount which compensates the joint venture for the work performed by the MBE/WBE partner may be counted. The joint venture must be approved by the City prior to any credit being given towards the achievement of the goals.
4. A portion of the payment to MBE/WBE manufacturers, fabricators, suppliers, or regular dealers, may be counted towards achievement of the goals. Sixty percent (60%) of the purchase price of goods and supplies will be credited towards the achievement of the MBE/WBE goals.
 - a) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies purchased.
 - b) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
5. Ten percent (10%) of the amount paid to MBE/WBE brokers as commission, may be counted towards the goals.
6. One hundred percent (100%) of the amount paid to MBE/WBE trucking brokers will be counted towards the goals if the broker has:
 - a) Signed agreements that all trucking will be performed by MBE/WBE truckers;
 - b) a "certified roster" showing that all truckers are certified MBE/WBE; and
 - c) a signed statement on a "certified roster" that indicates that 100% of revenue paid by the broker will be paid to MBE/WBE truckers listed on the "certified roster".

7. Trucking brokers who do not meet the criteria of item 6 will only receive credit for the commission fee earned and the actual dollar amount of work performed by MBE/WBE truckers.
8. Payments to MBE/WBE firms that are not contractors/subcontractors, suppliers, manufacturers, regular dealers, brokers, truckers or owner-operator of equipment shall be credited towards the goals as follows:
 - a) The fees or commission charged for providing professional, technical, consultant or managerial services and/or assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract will be counted, provided that the City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.
 - b) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies will be counted, provided that the City agrees the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c) The fees or commission charged for providing bonds or insurance specifically required for the performance of the contract will be counted, provided that the City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.

VIII Maintaining MBE/WBE Participation

Contractors must maintain the MBE/WBE percentages indicated at time of contract award throughout the term of the contract. This includes any increase of the contract by amendment or change order.

Should the contractor(s) fail to maintain the dollar amount for MBE/WBE participation, the City may impose a penalty equal to the amount that should have been awarded to maintain the participation stated in the bid. If the participation level stated in the bid is less than the City goals, the contractor must achieve the goals as to the change order or amendments or demonstrate a good faith effort.

IX Bid Process

Contractors shall notify minority and women contractor associations and business development centers of their intention to solicit minority and women business enterprise participation at least two (2) weeks prior to the bid opening. Such notification shall be by registered or certified mail. Contractors shall also seek out minority or women subcontractors, suppliers, manufacturers, brokers, truckers or owner-operators of equipment by making positions and opportunities known to the news media servicing minority and women contractors and subcontractors.

So as to afford minority and women suppliers and prefabricators an opportunity to participate in the work, contractors shall notify minority and women supplier associations or clearinghouses of their supply or prefabrication needs at least two (2) weeks prior to the bid opening. Such notification shall be by registered or certified mail.

1. Bid Opening - Contractors must submit with their bid a listing of all MBE/WBEs that will be utilized on the project. Contractors must list the respective dollar amounts for MBE/WBEs. MBE/WBEs must be certified prior to submittal of the bid in order for credit to be applied towards the goals. In addition to any other documents required by the bid specifications, the contractor shall submit the List of Subcontractors (Exhibit B).
2. Contractors must submit with their bid an Affidavit of Non-Disciplinary or Investigatory Action form attesting that no adverse action has been taken against them by Equal Employment Opportunity Commission (EEOC), State of California Department of Fair Employment and Housing (DFEH) or the U.S. Department of Labor Contract Compliance Program (OFCCP) or to provide an explanation for any such actions, except where legal action is pending (Exhibit C).
3. Pre-award Meeting - The City will review the three lowest bidders to determine whether or not the goals have been achieved or documentation of a good faith effort has been made by the bidders. The three apparent low bidders will be required to attend a pre-award meeting to determine compliance with the Minority and Women Business Enterprise Construction Program. The bidders shall provide the City with the bid documents or price quotes received from the three lowest bids received from subcontractors, suppliers, truckers, and owner-operator of equipment to be used on the project. This list should include name, address, telephone number, trade, contact

person(s) and the total dollar amount of the subcontract. The contractor shall also indicate the businesses claiming to be owned by minorities or women.

If the contractor has not achieved the goals for minority and women business enterprise participation, the City shall determine whether the contractor made a good faith effort to achieve the goals. This will be done by reviewing the documentation submitted by the contractor.

The prime contractor shall notify MBE/WBE businesses of their intent to solicit participation from these groups at least two (2) weeks prior to the submittal of a bid.

As a minimum, the prime contractor shall take the following steps:

1. Advertise in three (3) publications (a local newspaper, a minority/woman business publication and a major business publication). The advertisement in such publications should appear two weeks prior to submittal of bid. The advertisement must describe the type of work being solicited and give the name and telephone number of a contact person with knowledge of the project.
2. Two (2) weeks prior to the bid due date letters must be sent certified return receipt requested to MBE/WBE businesses. The letter must describe the scope of work, work being solicited, insurance requirements, contact person with knowledge of the project, when bids are due and where specifications and plans can be obtained. As a minimum, the contractor shall send three (3) letters to minority businesses and one (1) letter to women businesses for each trade or category of work.
3. Two (2) weeks prior to the bid due date letters should be sent certified return receipt requested to MBE/WBE business associations and development centers or any other related agency which disseminates bid information to MBE/WBE businesses. Letters must be sent to a minimum of four (4) organizations and contain the information stated in item number 2 above.
4. Describe efforts to enter into joint venture arrangements with MBE/WBE businesses. Provide a description of efforts to enter into joint venture arrangements.
5. Describe assistance provided to MBE/WBE businesses relative to:
 - a) Review of specifications and plans or documents issued by the City;

- b) Review of work to be performed by the subcontractors;
- c) Describe or document efforts undertaken to encourage majority subcontractors to utilize MBE/WBE businesses;
- d) Document any other effort undertaken by the prime contractor to encourage the participation of MBE/WBE businesses; and
- e) Report responses and proposals received from MBE/WBE businesses. This report should indicate the actions taken by the prime contractor in response to the proposals received from MBE/WBE businesses and from joint ventures which include MBE/WBE businesses. In cases where proposals have been rejected by the prime contractor the reason(s) for rejection shall be indicated.

X Monitoring

To ensure compliance with the program the contractor must ensure that the City has the right to review all records and documents of the contractor, as well as all subcontractors. Failure to allow the City to review the records may result in a penalty of 1% of the contract amount or \$1,000 per day, whichever is less. Such refusal shall be deemed a material breach of contract which may result in termination of the contract. In addition, the contractor or subcontractors may be debarred from participating in future City contracts.

No substitution can be made of a listed minority or women subcontractor, trucker, manufacturer, supplier and owner operator of equipment without the approval of the City.

Should the prime contractor fail to achieve the MBE/WBE participation listed at the time the contract is awarded, the City may impose a penalty equal to the amount that should have been awarded to the MBE/WBE.

Contractors must provide Exhibit D, with each progress payment indicating payments made to MBE/WBEs in order to receive subsequent progress payments.

XI Emergency Work

MBE/WBE firms will be given priority consideration for emergency type work commensurate with the goals of this program. A listing of available MBE/WBE firms will be established on an annual basis to be used for emergency work.

XII Protest Procedure

In the event a determination is made that the apparent low bidder has not made a good faith effort to achieve the minority and women business enterprise participation goals, said party shall have the right to protest such determination before the City Council. The City shall notify said party by certified or registered mail of the date when the Council will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest. If the Council sustains the determination that a good faith effort was not made, the Council shall award the contract to lowest responsible bidder.

XIII Program Review

The Minority and Women Business Enterprise Construction Program will be periodically reviewed by the City Manager. Changes in the program which are required to effectively administer the program may be made by the City Manager. A quarterly review of all Minority and Women Business Enterprise Construction Program contracts will be provided to the City Council.

Revised 7/5/94

SMALL BUSINESS SIZE STANDARDS OF SBA

GENERAL

Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$7.5 million

CONSTRUCTION

Small if its average annual receipts for the last 3 years do not exceed \$17 million

CREATION/SCIENCE

Small if its average annual receipts for preceding 3 fiscal years does not exceed \$14 million

MANUFACTURING/INDUSTRIAL

if annual receipts, NOT THE AVERAGE OF 3 YEARS, FOR 5 YEARS EXCEED \$7.5 million.

TRADE	Average Annual Receipts for previous 3 years in Millions \$ (not to Exceed)	TRADE	Average Annual Receipts for previous 3 years in Millions \$ (not to Exceed)
CONSTRUCTION - Special Trade Contractors:			
Carpeting and Flooring	\$7.5	House Appliances	\$7.0
Concrete Work	\$7.5	Cleaning & Dyeing (including dry cleaning services)	\$1.5
Electrical Work	\$7.0	Computer Appliances Services	\$7.0
Excavating and Foundation Work	\$7.0	Computer Programming Services	\$4.0
Floor Laying and Other Floor Work	\$7.0	General Construction (Plumbing Contractors)	\$17.0
Glass and Glazing Work	\$7.0	Data Processing Services	\$4.0
Installation or Erection of Building Equip		Druiding (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by druiding concerns)	
Masonry, Stone Setting & Other Stone Work	\$7.0	Professional Architectural & Engineering Svc.	\$13.5
Painting, Paperhanging & Decorating	\$7.0	Food Services	\$2.5
Plumbing, Drywall, Acoustical & Insulation Work	\$7.0	Industrial & Custodial Services	\$3.5
Plumbing, Heating (Except Electric) & Air Conditioning	\$7.0	Inventory Services (includes linen supply, diaper services, industrial laundering)	\$4.5
Flooring & Shoelateral Work	\$7.0	Manufacturer (lental & Leasing Services (includes truck rental & leasing services)	\$4.0
Special Trade Contractors Not Elsewhere Classified	\$7.0	Services - General (any services not specifically defined in SBA regulations)	\$7.0
Structural Steel Erection	\$7.0		\$2.0
Terrazzo, Tile, Marble & Mosaic Work	\$7.0		
Water Well Drilling	\$7.0		
Wrecking & Demolition Work	\$7.0		

NOTE: If a business has affiliates, it is small if it is:

1. Independently owned and operated
2. Not dominant in its field
3. Has less than 500 employees

GENERAL CONSTRUCTIONS

Industrial Bldgs and W/H

Non-residential Bldgs, other than Industrial Bldg and W/H (H/CI)

Highway and Street Construction, except elevated highways

Bridges, Tunnel & Elevated Highways Construction

Water & sewer pipelines, communications and power line construction

Heavy construction except dredging (H/CI)

The Contractor herewith submits a complete list of Subcontractors to be used on the project. The Contractor agrees that no changes will be made in this list without the approval of the Director of Public works.

Print./Type Company Name:

Signet:

NOTES

1. Subcontractor Listing:

List all subcontractors with values greater than one half of one percent to be used on the project by name, address type of work, dollar amount and check appropriate box(es) if minority owned or women owned, small local business enterprise.

[illegible]

Attach additional page if required

The Contractor herewith submits a complete list of minority and Women Suppliers to be used on the project. The Contractor agrees that no changes will be made in this list without the approval of the Director of Public works.

Print/Type Company Name:

Signed: _____

[illegible]

Attach additional page if required

(Hr)

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STATEMENT OF NON-DISQUALIFICATION

I certify that the EEOC, DEIC or the OGC has not taken disciplinary or investigatory action against the firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signature _____ Date _____

In witness whereof, the undersigned has executed this instrument this _____ day of _____, 199__.

(Signature)

(Title)

(Name of Firm)

(Street Address)

(City, State and Zip Code)

Subscribed and sworn to before me this _____ day of _____, 199__.

Notary Public

My Commission Expires

ect Number _____

Name of Prime Contractor _____

Project Name _____

Address _____

Phone Number _____


[illegible]

Under penalty of perjury the undersigned agrees that the foregoing information is true and correct.

Name & Title

Date

*Copy forward to Contract Compliance


 (Hr)

KNOW ALL MEN BY THESE PRESENTS

Bond #138031258

PERFORMANCE BONDTHAT WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.172 98th Avenue, Oakland, California 94603 as principal,and NATIONAL FIRE INSURANCE COMPANY OF HARTFORDCNA Plaza, 333 S. Wabash Avenue, Chicago, IL 60685 as surety, are

held and firmly bound unto the City of Oakland, a municipal corporation, in the sum of (\$25,000,000.00)

Twenty-Five Million and 00/100----- Dollars,

lawful money of the United States of America, to be paid to the said City of Oakland, for which payment well and

truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly

and severally firmly by these presents. Signed, sealed and dated the 1st day of Februaryone thousand nine hundred ninety-six.*The Condition* of the above obligation is such that the above bounded principal WASTE MANAGEMENTOF ALAMEDA COUNTY, INC. has ~~voluntarily~~ entered into a contract with the said City of Oakland tocollect, transport, process or dispose of municipal solid wasteand yard waste for the City of Oakland, California datedDecember 1, 1995.As referenced in Section 11.1 of said contract, this bond maybe provided for annual terms. Accordingly, the term of thisbond shall be December 1, 1995 to November 30, 1996.Now therefore if the said WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and

meaning thereof, upon its part to be kept and performed, then the above obligation to be void, otherwise to remain

in full force and virtue.

The said surety for value received hereby stipulates and agrees that death of individual principal shall not relieve surety of its obligation; that no amendment, change, extension of time, alteration or addition to said contract or agreement or of any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of such amendment, change extension of time, alteration or addition to said contract or agreement and of any feature or item or items of performance required thereon or thereunder.

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.By: [Signature] [Seal]Title: Donald S. Haufe, Assistant SecretaryNATIONAL FIRE INSURANCE COMPANY OF HARTFORDBy: [Signature] [Seal]Title: Rebecca R. Alves, Attorney-in-Fact

**National Fire Insurance Company
of Hartford**



For All the Commitments You Make[®]

Office/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a corporation duly organized and existing under the laws of the State of Connecticut, and having its general administrative office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Thomas R. Frank, Donald S. Haufe, Karen E. Bogard,
Rebecca R. Alves, Linda M. Makdah, Melissa M. Newman, Amy B. Wickett, Individually

of Oak Brook, Illinois

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature _____

- In Unlimited Amounts -

and to bind the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NATIONAL FIRE INSURANCE COMPANY OF HARTFORD and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

RESOLVED: That the Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation.

In Witness Whereof, the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD has caused these presents to be signed by its Group Vice President and its corporate seal to be hereto affixed this 1st day of September, 19 94.

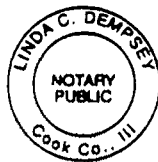
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD



M. C. Vonnahme Group Vice President.

State of Illinois, County of Cook, ss:

On this 1st day of September, 19 94, before me personally came M. C. Vonnahme, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Darien, State of Illinois; that he is a Group Vice President of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey
Linda C. Dempsey Notary Public

CERTIFICATE

My Commission Expires October 19, 1994

I, Robert E. Ayo, Assistant Secretary of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the Resolutions of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed by name and affixed the seal of the said Company this

1st day of February, 19 96.



Robert E. Ayo
Robert E. Ayo

Assistant Secretary.

Guaranty

THIS GUARANTY (the "Guaranty") is given as of the 1st day of December, 1995, by WMX TECHNOLOGIES, INC., a corporation organized under the laws of the State of Delaware (hereafter "Guarantor"), to the CITY OF OAKLAND, a municipal corporation (hereafter the "City").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Waste Management of Alameda County, Inc. (hereafter "Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Waste Management, Inc., an Illinois corporation. Guarantor owns all of the issued and outstanding stock of Waste Management, Inc..

B. Contractor and the City have negotiated a Franchise Agreement for Solid Waste and Yard Waste Collection Services dated as of December 1, 1995, (hereafter "Agreement"), under which the Contractor is granted the right to and assumes the duty of collecting Solid Waste and Yard Waste generated within the City and arranging for its transport, processing and disposal. A copy of this Agreement is attached hereto and incorporated herein by this reference.

C. It is a requirement of the Agreement, and a condition to the City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Contractor due to its breach of the Agreement.


2. Guarantor's Obligations are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any

payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. Waivers. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement; (3) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, including, without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. Guarantor hereby waives any right which it may have to reimbursement from Contractor for amounts disbursed by Guarantor and any right of subrogation to the rights of the City against Contractor, including, without limitation, such rights as may be provided under California Civil Code Sections 2847 and 2848. Guarantor agrees that the City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agree to waive at any future time at the request of the City, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor



hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; or (d) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorneys' fees and all other costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action

instituted to determine the respective rights and obligations of the parties hereunder.

7. Governing Law; Jurisdiction. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

General Counsel
Waste Management, Inc. - West Group
8500 Von Karman Avenue, Suite 900
Address
Irvine, California 92715
City State

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. Binding on Successors. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. Authority. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. Subordination. Any claims Guarantor may have against Contractor are hereby subordinated to any and all claims of the City against Contractor until such time as the obligations of Contractor to the City are fully satisfied and discharged.

12. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City:

City of Oakland, California
One City Hall Plaza
Oakland, California 94612
Attn: City Manager

with a copy to the City Attorney, at the same address.

To Guarantor:

WMX TECHNOLOGIES, INC.

3003 Butterfield Road

Oak Brook, Illinois 60521

Attn: General Counsel

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

WMX TECHNOLOGIES, INC.

By: 

Vice President

By: 

~~Secretary~~ Vice President



(Hr)

EXHIBIT L

HAZARDOUS WASTE EXCLUSION PROGRAM AND POLICIES

A. Municipal Code

The City of Oakland Municipal Code prohibits the disposal of earth, rocks, batteries, human waste and other potentially infectious material, liquid wastes and Hazardous Wastes.

B. Household Hazardous Waste Element

The City Council of the City of Oakland, in July 1992, adopted a Household Hazardous Waste Element of its Solid Waste Management Plan required by the California Integrated Waste Management Act of 1989, as amended.

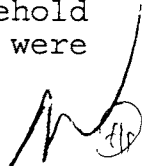
The Household Hazardous Waste Element commits the City to support and participate in the county-wide Household Hazardous Waste program developed by the County Department of Environmental Health, and approved by the Board of Supervisors in August 1990. The County's Household/Mini-Generator Hazardous Waste Collection Program consists, in turn, of the construction and operation of three permanent hazardous waste collection facilities to be located in the northern, southern and eastern areas of the County. The facility to serve the Oakland area will be located in Oakland, and is expected to be in operation by late 1995. The facility will accept most types of hazardous waste, which will be collected, chemically identified, sorted, stored, lab packed, recycled and/or shipped off site for treatment or disposal.

The County will also coordinate county-wide public information and education programs and will arrange for home collection of Household Hazardous Waste for handicapped people and others who do not have access to these facilities.

The City will support the county-wide Household Hazardous Waste program by:

- ◆ City Councilmembers' participation in decisions of the Alameda County Waste Management Authority relating to the Household Hazardous Waste program; and
- ◆ encouraging City residents to use one of the three permanent Household Hazardous Waste facilities, by distributing County literature and other means.

Until the Oakland Household Hazardous Waste facility is in operation, the City will continue to co-sponsor Household Hazardous Waste collection events of the type which were conducted in February and March, 1995.



HAZARDOUS WASTE EXCLUSION PROGRAM

Waste Management of Alameda County recognizes that many wastes produced by our customers have the potential to be harmful to our environment if mismanaged. WMI has established a corporate policy for handling special wastes. Each division has a special waste identification program in place with all documentation maintained for all industrial and commercial accounts.

The transfer facility, in accordance with Title 23 of the California Code of Regulations (CCR), Section 2523(b) requires a periodic load-checking program approved by the Department of Health Services and the Regional Water Quality Control Board to ensure that hazardous wastes are not being disposed of in the landfills.

The Special Waste Department currently surveys approximately 11,000 commercial customers and approximately 1,300 industrial customers to identify any special wastes. Each customer is required to provide information about their waste stream. A decision is made based on the information provided by the customer to approve or disapprove the waste in accordance with the California environmental laws.

Once the waste stream has been approved, the Special Waste Coordinator instructs the customer by providing them with the conditions and limitations of handling the waste. This provides the necessary education to the customers.

This procedure is completed every 36 months for existing customers and is completed before each new customer uses our services.

The Davis Street Transfer Station's load-checking program is utilized to capture any wastes not hauled by Waste Management. It is also a follow-up program for our Waste Management trucks. Loads for inspection are selected at random from the sources going to the transfer facility; and all loads which are chosen for inspection are hauled to the public area and discharged on a pad away from other operations. The loads are spread as thinly as possible so that the maximum amount of refuse is visible. The trained inspection teams proceed to examine the loads for any suspect hazardous or designated wastes. If suspected hazardous or designated wastes are discovered, the inspection team follows the proper procedure for isolating and returning the unacceptable wastes to a known generator.

At times it may be necessary to pack and transport the materials to the hazardous waste storage facility. At that time, a photograph of the waste is taken for recordkeeping purposes. If the generator has not been identified, Chemical Waste is contacted for removal of the waste.

The results of each program are thoroughly documented and are stored at the facility for future inspections.

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Implementation Plan and Schedule

Waste Management of Alameda County would pursue an aggressive 10 month implementation schedule once an approved contract has been executed. Our objectives throughout start-up would be to establish new and revised services as quickly as possible without disruptions or inconveniences to our customers. Therefore, we would establish a progressive phased-in schedule which would allow for minimal errors or omissions, and timely service delivery.

Equipment purchases would be completed within three to five days of contract execution. Preliminary estimates for initial truck delivery would be within four to five months. We anticipate receiving eight to twelve vehicles per month and would incorporate them into the operation once safety checks and licensing had been completed.

Containers for both solid waste and yardwaste would begin to be available within 45 to 60 days of ordering. Truckloads of carts delivered would be scheduled and coordinated such that delivery to customers could occur as shipments arrived. A temporary staging area would be established to accommodate any overflow.

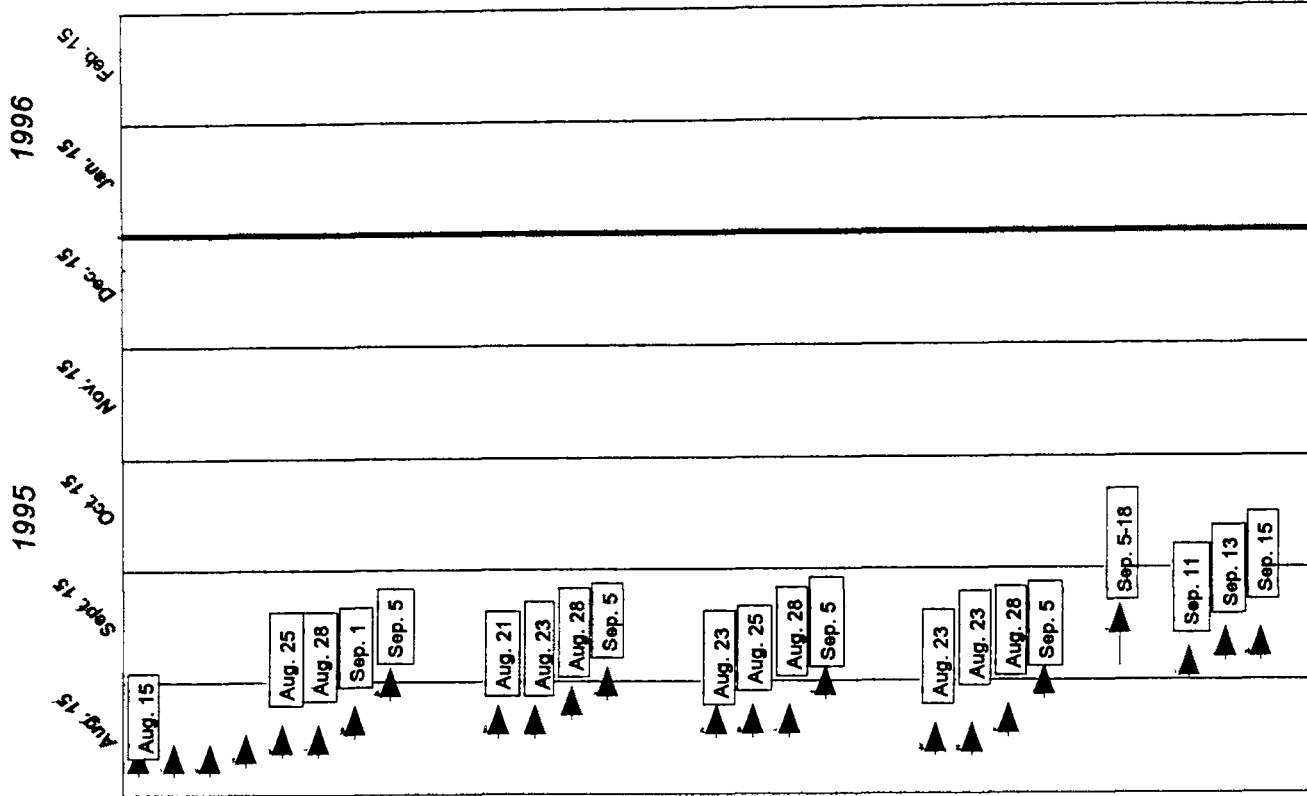
Customer information and educational pieces would be delivered at the time that carts are delivered for each type of service provided. To minimize confusion, curbside garbage carts and information would be delivered about 30 to 45 days prior to greenwaste carts and information. In all cases, service changes would begin one week following container delivery.

Employee training will be essential to successful program implementation. Customer Service Representatives will be trained for three to five days on telephone etiquette, information systems, and intense details of all programs prior to submittal of any formal notification to customers on the new programs. Our CSR's will be prepared to answer questions about the program and manage any service related issues prior to receiving customer calls.

Driver training will include customer service related training in addition to equipment, safety, and new route training. Drivers will be trained on the functionality of new equipment for a period of 1 to 2 weeks to insure safe operation in the field. In addition, drivers will be assisted in learning new routes by providing as much lead time and detailed route sequences as possible prior to initiating the re-designed routes.

Finally, throughout implementation, WMAC will establish and maintain a coordinated team approach to successfully complete the project. We will dedicate senior operations and customer service personnel to this project exclusively to coordinate and maintain development schedules. Further, we will submit weekly progress reports to the Division President and to the City detailing major accomplishments or issues to be resolved. Project meetings will be held weekly with key staff throughout implementation. A draft implementation schedule providing greater detail has been attached.

City of Oakland Curbside Solid Waste, Yardwaste & Recycling Implementation Plan



Order Container
Order Trucks
City Approval-Recycling bin color
Comprehensive Instruction Brochure & Calendar
First Draft for City Review
City Comments for Final Draft
Final Draft Complete/Begin Translation
Translation Complete/Begin Printing

Decals for Containers
First Draft for City Review
City Comments for Final Draft
Final Draft Complete/Begin Translation
Translation Complete/Begin Printing

Recycling & Greenwaste Containers Filers
First Draft for City Review
City Comments for Final Draft
Final Draft Complete/Begin Translation
Translation Complete/Begin Printing

Advisory Tags for Improper Set-outs
First Draft for City Review
City Comments for Final Draft
Final Draft Complete/Begin Translation
Translation Complete/Begin Printing

Incorporate Staffing & Training for CSR's
Develop Frail/Disabled Exemption Application
First Draft for City Review
City Comments for Final Draft
Final Draft Complete

City of Oakland Curbside Solid Waste, Yardwaste & Recycling Implementation Plan

Garbage Bill Inserts

- First Draft for City Review
- City Comments for Final Draft
- Final Draft Complete/Begin Translation
- Translation Complete/Begin Printing
- Third Qtr. Billing Cut-off Date

Containers Received

- Selection/Training for Drivers & Supervisors
- Solidwaste, Yardwaste, Recycle Bin Delivery
*(Section C & D Primary)

Curbside Solidwaste, Yardwaste, BI-weekly Recycling

- **Collection (Phased In: C & D Primary)

New Trucks Received

Solid Waste, Yardwaste, Recycle Container Delivery

- *** (Sector A & B Primary)

Christmas Tree Recycling

- Curbside Solidwaste, Yardwaste Phased In
(A & B Primary)

Schedule will be accelerated where possible, depending on Manufacturer's delivery of Equipment.

**Phase in estimated @ 4500 customers per week

***Sectors A&B timing for estimated purposes only. WMAC will inform Contractors as soon as possible to allow schedule acceleration where possible.

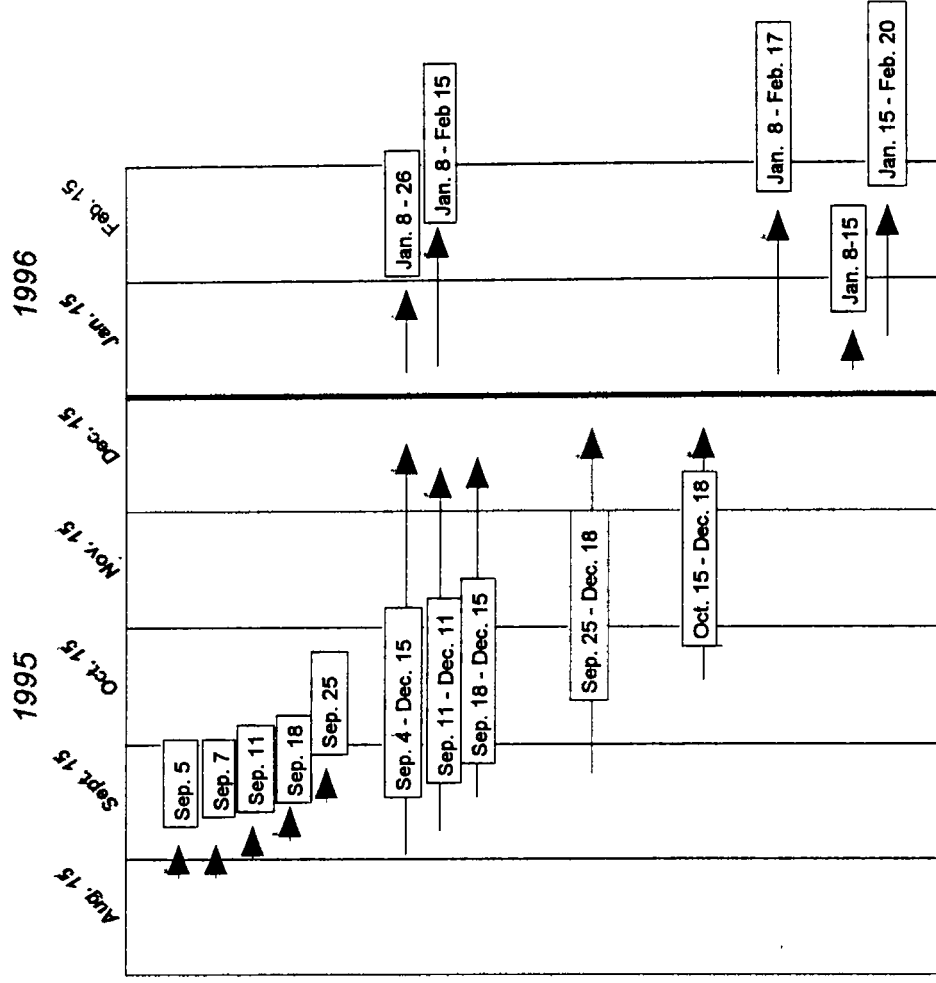


EXHIBIT M-1
CAPITAL LISTING SCHEDULE

<u>Vehicles</u>	<u>Total</u>
47 Volvo/White Chassis's with Single Pass Collection Bodies	\$8,454,828
 <u>Containers</u>	
5,500 - 20 Gallon Burgundy MSW Carts	\$65,877
70,000 - 35 Gallon Burgundy MSW Carts	\$2,915,762
12,000 - 64 Gallon Burgundy MSW Carts	\$569,999
1,000 - 96 Gallon Burgundy MSW Carts	\$56,907
2,000 - 64 Gallon Split Burgundy MSW Carts	\$155,848
80,000 - 64 Gallon Green Yard Waste Carts	\$4,331,728
55,000 - 18 Gallon Curbside Recycling Bins	\$328,289

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EXHIBIT N

LIST OF TRANSFER STATION, MATERIAL RECOVERY FACILITY, PROCESSING FACILITY AND DISPOSAL FACILITY PERMITS

Davis Street Transfer Station

- Conditional Use Permit No. 76-16, City of San Leandro, Board of Zoning Adjustments
- Solid Waste Permit SWFP #01-AA-006 (landfill), SWFP #01-AA-007 (transfer), Alameda County Department of Environmental Health
- Industrial Wastewater Discharge Permit #3-10, City of San Leandro Water Pollution Control Plant
- Air Quality Permit to Operate Plant #2773, Bay Area Air Quality Management District
- Authority to Construct Wood Waste Tub Grinder and Wood Waste Screen, Bay Area Air Quality Management District
- Permit to Construct Storm Drain Outfall (1979), San Francisco Bay Conservation and Development Commission
- Underground Fuel Storage Tank Permit #16455, City of San Leandro Fire Department, Hazardous Materials Division
- Hazardous Materials Storage Permit, City of San Leandro Fire Department, Hazardous Materials Division
- Storm Water Discharge Permit for Industrial Activity #2 01S002422, Regional Water Quality Control Board
- Storm Water Discharge Permit for Construction Activity #2 01S301667, Regional Water Quality Control Board

Recycle America of Northern California - 77th Avenue

- Conditional Use Permit #CM91-394, August 1992, Modified October 1994, City of Oakland Planning Department
- Solid Waste Facility Permit #01-AA-0269, Alameda County of Environmental Health
- Storm Water Discharge Permit Industrial Activity #201S009826, State Water Resources Control Board



Altamont Landfill

- Waste Discharge Requirements No. 94-052, California Regional Water Quality Control Board, Central Valley Region, Sacramento, Issued on March 2, 1994
- Solid Waste Facility Permit No. 01-AA-0009, Alameda County Department of Environmental Health, Office of Solid Waste Management, Hayward, Issued on July 14, 1994, concurred with by the California Integrated Waste Management Board on July 8, 1994
- Conditional Use Permit C-6395, Alameda County Planning Department, Hayward, Issued on June 2, 1994
- Finding of Concurrence Resolution 94-95, Alameda County Waste Management Authority, San Leandro, Issued on August 24, 1994
- Permit to Operate (23 sources), Bay Area Air Quality Management District, San Francisco, Renewed annually on February 1, February 4, and August 4

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**WASTE MANAGEMENT OF ALAMEDA COUNTY
PENDING PERMITS**

Altamont Landfill

- Expansion Permit, Alameda County Planning Department
- National Pollutant Discharge Elimination System, Regional Water Quality Control Board (Permit to discharge clean water from the Waste Water Treatment Plant into wetlands area)

Davis Street Transfer Station

- Material Recovery Facility, Alameda County Health Care Services Agency (LEA) and California Integrated Waste Management Board (CIWMB), considered a permit modification
- Yard Waste Material Screening Project:
 - City of San Leandro letter approval process with no change required to Conditional Use Permit
 - Letter to LEA; considered a permit modification
 - Bay Area Air Quality Management District, discussions pending regarding potential new permit requirements

Recycle America of Northern California - 77th Avenue

None

A handwritten signature and the initials 'Hf' inside a circle.

EXHIBIT O

VOLUME TO WEIGHT CONVERSION FACTORS

<u>Material</u>	<u>Lbs/cy</u>
General Rubbish	350
Compacted Rubbish	650
Yard Waste	500
Wood Waste	200
Demolition	1,000
Concrete	2,000
Stumps	1,000
Tires	50

A handwritten signature, possibly 'M', followed by a circled number '11'.

CITY OF OAKLAND
AND
REDEVELOPMENT AGENCY
SMALL LOCAL BUSINESS ENTERPRISE PROGRAM

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SMALL BUSINESS SIZE STANDARDS OF SBA

GENERAL

Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$7.5 million.

CONSTRUCTION

Small if its average annual receipts for the last 3 years do not exceed \$17 million.

ENGINEERING SERVICE

Small if its average annual receipts for preceeding 3 fiscal years does not exceed \$14 million.

TRUCKING, CAR AND TRUCK RENTAL

If annual receipts, NOT THE AVERAGE OF 3 YEARS, DOES NOT EXCEED \$7.5 million.

TRADE	Average Annual Receipts for previous 3 years in Millions \$ Not to Exceed	TRADE	Average Annual Receipts for previous 3 years in Millions \$ Not to Exceed
CONSTRUCTION - Special Trade Contractors:			
Carpeting and Flooring	\$7.5	Base Maintenance	\$7.0
Concrete Work	\$7.5	Cleaning & Dyeing (including rug cleaning services)	\$1.5
Electrical Work	\$7.0	Computer Maintenance Services	\$7.0
Excavating and Foundation Work	\$7.0	Computer Programming Services	\$4.0
Floor Laying and Other Floor Work	\$7.0	General Construction (Prime Contractors)	\$17.0
Glass and Glazing Work	\$7.0	Data Processing Services	\$4.0
Installation or Erection of Building Equip		Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)	\$13.5
Masonry, Stone Setting & Other Stone Work	\$7.0	Professional Architectural & Engineering Svc.	\$2.5
Painting, Paperhanging & Decorating	\$7.0	Food Services	\$3.5
Plastering, Drywall, Acoustical & Insulation Work	\$7.0	Janitorial & Custodial Services	\$4.5
Plumbing, Heating (Except Electric) & Air Conditioning	\$7.0	Laundry Services (includes linen supply, diaper services, industrial laundering)	\$4.0
Roofing & Sheetmetal Work	\$7.0	Motorcar Rental & Leasing Services (includes truck rental & leasing services)	\$7.0
Special Trade Contractors Not Elsewhere Classified	\$7.0	Services - General (any services not specifically defined in SBA regulations)	\$2.0
Structural Steel Erection	\$7.0		
Terrazzo, Tile, Marble & Mosaic Work	\$7.0		
Water Well Drilling	\$7.0		
Wrecking & Demolition Work	\$7.0		

NOTE: If a business has affiliates, it is small if it is:

1. Independently owned and operated.
2. Not dominant in its field
3. Has less than 500 employees

GENERAL CONTRACTORS

Industrial Bldgs and W/H
Non-residential Bldgs., other than Industrial Bldg. and W/H (GCI)
Highway and Steel Construction, except elevated highways
Bridges, Tunnel & Elevated Highways Construction
Water & sewer pipelines, communications and power line construction
Heavy construction except dredging NEC

In the event a determination is made that the apparent low bidder has not made a good faith effort to achieve the Oakland based Small Local Business Enterprise participation goal, said party shall have the right to protest such determination before the City Council. The City shall notify said party by certified or registered mail of the date when the City Council will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest. If the Council sustains the determination that a good faith effort was not made, the Council shall award the contract to lowest responsible bidder.

XII Severability

In the event any provision of this Program shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Program but the same shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

Revised 7/5/94

UNCONTRACTOR LISTING

The Contractor herewith submits a complete list of subcontractors to be used on the project. The Contractor agrees that no changes will be made in this list without the approval of the Director of public works.

Print/Type Company Name: _____

Signature: _____

Note:

1. Subcontractor Listing:

SUBCONTRACTOR RATES
List all Subcontractors with values greater than one half of one percent to be used on the project by name, address type of work, dollar amount and check appropriate box(es) if minority owned or women owned, small local business enterprise.

[illegible]

Attach additional page if required

Signed: _____

[illegible]

Attach additional page if required

**PROGRESS PAYMENT FORM
FOR
SUBCONTRACTORS, EQUIPMENT OWNER OPERATORS & SUPPLIERS**

Payment No. _____

Project Number _____

Name of Prime Contractor _____

Project Name _____

Address _____

Phone Number _____

Subcontractors, Equipment Owner Operator & Supplier	Original Contract Amount	Change Order & Amounts	Total Contract Amount	Total Payment to date	Payment for this Period

Under penalty of perjury the undersigned agrees that the foregoing information is true and correct.

Name & Title_____
Date

DRAFT

**CITY OF OAKLAND
AND
REDEVELOPMENT AGENCY
LOCAL, MINORITY AND WOMEN BUSINESS ENTERPRISE PURCHASING
PROGRAM**

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**CITY OF OAKLAND
AND
REDEVELOPMENT AGENCY
MINORITY, WOMEN and LOCAL BUSINESS ENTERPRISE
PURCHASING PROGRAM**

I Objective

To establish goals for the participation of local business enterprise minority business enterprises and women business enterprises in the City of Oakland and Redevelopment Agency purchasing contracts and to establish a program for the achievement of the goals for projects \$100,000 and over.

II Definitions

1. **Minority group member** - a person who is Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan Native.
 - a) Black - all persons having origins in any of the Black racial groups of Africa.
 - b) Hispanic - all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Spanish Portuguese are excluded from the Hispanic category and are to be classified according to their race.
 - c) Asian or Pacific Islander - all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.
 - d) American Indian or Alaskan Native - all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
2. **Minority Business Enterprise** - United States business wherein the minority group members or stockholders have at least 51% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the minority group members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.

Revised 10/23/95

3. **Women Business Enterprise** - United States business wherein women members or stockholders have at least 51% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.
4. **Local Business Enterprise** - a local business must meet the following criteria at a minimum:
 1. A local business must establish that it has been located and doing business in Oakland for at least six months preceding receipt by the City of a bid by the local business.
 2. A local business shall have paid all required business license taxes and shall possess a current City of Oakland Business Tax Certificate at the time of bid opening.
 3. The business conducted by the local business must be the same as the business for which the bid is sought.
 4. The local business must have fixed office(s) or distribution points) located within the geographic boundaries of the City of Oakland, and the business address (es) must be listed in the "Permits and License Paid File" with an Oakland street address. Post office boxes, temporary locations and moveable worksites shall not suffice to establish status as a local business.
 5. The local business must prominently display a sign at the business premises identifying the business as being located at the address. For the purpose of this definition, a sign is prominently displayed if it is clearly visible from the street upon which the business is located.
 6. The location of the local business must be a fixed and established place where work is carried on of a clerical, administrative, distribution, production, professional or technical nature directly pertinent to the business being certified.
 7. A local business shall have staff available during normal operating hours, 8:00 a.m. to 5:00 p.m., or during those hours appropriate for the conduct of the business.

8. A local business must possess and make available for inspection documentation citing the Oakland business street address as follows:
 - a. past contracts
 - b. listing in an appropriate buyer's guide, such as the Oakland Telephone directory.
 - c. business license and federal tax identification number.
 - d. business cards.
 - e. stationery.
 - f. lease or other written agreement for occupancy of the Oakland office.
 - g. telephone bill.
9. A business bidding as a local business shall supply the City with all such additional information as the City may deem relevant to make a determination on the bid.

Staff Person(s) hired and paid directly by the local business to regularly conduct work solely on behalf of the business at the fixed office or fixed distribution point. A telephone answering service (of any type) shall not qualify as staff.

"Fixed Distribution Point: An established, non-portable warehouse or outside yard, owned or leased by the local business, where shipping, receiving and distribution of goods and commodities is regularly and exclusively conducted on behalf of the business by the owner or his/her staff.

"Fixed Office": A defined and dedicated office space, owned or leased by the local business, inside an established, non-portable building where work of a clerical, administrative, professional or production nature is regularly and exclusively conducted on behalf of the business by the owner or his/her staff.

1. A residence may qualify as a "fixed office" provided that all the following conditions are met:
 - (a) The business conducted in the residence complies with and is not in violation of Oakland Zoning Regulations Sections 7300 through 7324, entitled the Home Occupation Regulations;

- (b) The bidder/proposer has a current and valid certification permit from the Director of City Planning, as required by Oakland Zoning Regulations Section 7304;
 - (c) The bidder/proposer owns at least 50% of the right, title and interest in the subject residence and resides therein;
 - (d) The bidder/proposer owns at least 50% of the right, title and interest in the business; and
 - (e) The residence is the primary business location of the business and contributes not less than 51% of the gross receipts of said business.
- 5. **Small Business Enterprise** - United States business which meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).
 - 6. **City** - Reference to the City or City Council includes the Redevelopment Agency, and reference to the City Manager includes the Agency Administrator with regards to this Program.
 - 7. **Vendor** - The individual partnership, corporation, joint venture or other legal entity entering into a contract with the City.
 - 8. **Vendor** - The individual, partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.
 - 9. **Joint Venture** - An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge. Each party to the joint venture must hold a current, active license in good standing, and the joint venture must hold a current, active joint venture license.

III Goals

For purchasing contracts \$100,000 and over the City of Oakland and Redevelopment Agency has established a Local Minority and Women Business Enterprise Participation Purchasing Program.

Revised 10/23/95

The Minority and Women Business Enterprise Purchasing Program establishes the following goals:

1. A goal of 69% of the contract amount for the participation of Local business enterprises.
2. A goal of 38% of the contract amount for the participation of minority business enterprises in City purchasing contracts.
3. A goal of 5% of the contract amount for the participation of women business enterprises in City purchasing contracts.
 - a) 50% of the Minority Business Enterprises should qualify as small business enterprises.
 - b) A business owned by minority women may be counted towards fulfillment of either the goal for the participation of women business enterprises or minority business enterprises, but not both.

IV Program

The City shall require that vendors bidding on local city purchasing contracts abide by the provisions of the Minority and Women Business Enterprise Purchasing Program and make every effort to obtain local, minority and women business enterprise participation. Failure to provide the information referenced in various sections of this program will result in a determination by the City that the vendor is not a responsible bidder. It is the intention of the City to award purchasing contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goals for local, minority and women business enterprise participation.

In order to achieve the goals for minority and women business enterprise purchasing participation, the vendor may award a portion(s) of the contract to bona fide local, minority or women owned firms, local, minority or women owner-operated equipment, local, minority or women brokers, local, minority or women suppliers or prefabricators.

A local, minority or women business enterprise will be considered bona fide if the local, minority or women group members' ownership interests are real and continuing and not created solely to meet the City's goals for local, minority and women business enterprise purchasing participation.

Revised 10/23/95

The local, minority or women business enterprise must perform work or provide services and/or supplies and not merely act as a passive conduit.

Where a minority or women business enterprise acts as broker or agent, only the commission or fee earned may be counted towards the vendor goals. This commission or fee will not be counted if the minority or women business enterprise performs no substantive service.

In the event the City has reason to question the ownership of a local, minority or women business enterprise, the burden of proof is on the claimant and/or vendor to provide documentation to substantiate the local, minority or women ownership of the business.

V Certification

Local, minority and women businesses must be certified prior to submittal of a bid or proposal in order to receive credit towards the achievement of the local, minority and women goals. Firms must be certified by the City or an agency approved by the City.

The City will use 49CFR Part 23 as the procedure for the certification of local, minority and women businesses.

Firms intentionally falsifying their status as a local, minority or woman business will be debarred from bidding on future City work for a period of three (3) years.

Leverage Buyout: In the event an individual(s) purchases an existing business by incurring debt from the prior business owner (i.e.,) the prior business owner sells the business to local, minority or women individuals, which pays less than 50% down and agrees to pay the balance in installments or another similar credit arrangement), the ownership interest of the individual(s) cannot be subject to control or exercise of discretion of the prior business owner. The prior business owner's relationship to the local, minority or women individuals, must be that of creditor, only.

As a creditor, the prior business owner and the local, minority or women individuals must enter into an agreement whereby the local, minority or women individual makes an unconditional, fixed and certain obligation to pay the prior business on extended credit.

Revised 10/23/95

**CITY OF OAKLAND
AND
REDEVELOPMENT AGENCY
SMALL LOCAL BUSINESS ENTERPRISE PROGRAM**

I. Objective

In order to ameliorate disadvantages suffered by Small Local Business Enterprises, particularly where the City of Oakland itself creates some of the disadvantages, including higher taxes, higher wages and benefits for labor; and to best serve the public interest by encouraging businesses to locate and remain in Oakland; the City of Oakland hereby establishes a goal for the Small Local Business Enterprise Program (Program) in City of Oakland construction contracts and establishes a program for the achievement of the goal.

II. Definitions

- A. City - Reference to the City or City Council includes the Redevelopment Agency, and reference to the City Manager includes the Agency Administrator with regards to this Program.
- B. Contractor - The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City.
- C. Public Works Contract - Any construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds or by a Developer who receives City subsidy, be it financial or otherwise.
- D. Subcontractor - The individual, partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.
- E. Small Local Business Enterprise - A business which meets the Small Business Administration's size standard as set forth in Exhibit A, is located in Oakland and meets the following criteria:
 - (1) A business at a fixed, established commercial or residential address which constitutes the business location and at which work of an administrative, clerical, professional or production nature pertinent to the contract between the business and the Contractor is conducted.

- (2) The business location is not a temporary office, movable office or a Post Office Box.
- (3) The business has been in existence at least six months in Oakland with a valid City of Oakland Business Tax Certificate six (6) months prior to submittal of bid.
- (4) The business has proof of past contracts citing its Oakland business address.

III Goal

The Small Local Business Enterprise Program establishes:

A goal of 20% of the contract amount for participation of Small Local Business Enterprise.

IV Program

The City shall require that contractors bidding on construction contracts abide by the provisions of the Program and aggressively make every effort to obtain Small Local Business Enterprise participation. Failure to provide the information referenced in various sections of this Program will result in a determination by the City that the contractor is not a responsible bidder. It is the intention of the City to award construction contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goal for small local business enterprise participation.

In order to achieve the goal for small local business enterprise construction participation, the contractor may award a portion(s) of the contract to bona fide small local business enterprises, small local business owner/operated equipment, small local business brokers, small local business suppliers or prefabricators. A small local business enterprise will be considered bona fide if the small local business enterprise members' ownership interests are real and continuing and not created solely to meet the City goal for small local business enterprise construction participation. The small local business enterprise must perform work or provide services and/or supplies and not merely act as a passive conduit. Where a small local business enterprise acts as broker or agency, only the commission or fee earned may be counted towards the contractor's goal. This commission or fee will not be counted if the small local business enterprise performs no service which substantially affects the project. In the event the City has reason to question the ownership of a small local business enterprise, the burden of proof is on

the claimant and/or contractor to provide documentation to substantiate the small local business enterprise status. The City will not automatically accept the determination of another agency in this matter.

V. Certification

A local business must be certified prior to the submittal of a bid in order to receive credit towards the achievement of the small local business goal.

Firms must be certified by the City or an approved agency. The City will use 49CFR Part 23 and the definitions as stated in Section II E of this Program as the procedures for certification of a small local business.

Firms intentionally falsifying their status as a small local business will be debarred from bidding on future City work for a period of three (3) years.

VI Joint Ventures

Whenever a joint venture involves a business owned by small local business, the contractor shall provide the City with a full account of the nature of the small local business ownership interest, the basis for the creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. Such joint venture partnership or other multi-entity relationship shall ensure that the participating business owned by small local business has a commensurate share of the profit or loss to be realized from the joint venture.

The joint venture, partnership or other multi-entity relationship shall be in writing. Joint ventures, partnerships or other multi-entity relationships must conform to the pertinent laws which govern the creation of such business arrangements. The City shall have the right to review same and determine if such arrangement is proper within the requirements of the Small Local Business Enterprise Program.

In order for the City to consider a joint venture as being bona fide, a joint venture agreement must be submitted to the City for approval. As a minimum, the joint venture agreement must include the following provisions:

1. Purpose and length of the joint venture;
2. Location of the joint venture office;
3. License of the joint venture (if required);

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4. Names of all joint venture partners;
5. Actual work to be performed by the joint venture partners;
6. Management and control of the joint venture partners;
7. Responsibilities of the joint venture partners;
8. Capitalization of the joint venture partners;
9. Financial participation of the joint venture partners;
10. Profit and loss of the joint venture partners;
11. Compensation to the joint venture partners;
12. Rental of equipment or space agreements for the joint venture;
13. Bonding and insurance for the joint venture; and
14. Dissolution of the joint venture.

VII Counting of SLBE/JV Participation

SLBE/JV participation shall be counted toward meeting the goal as described in the following sections:

1. Payments to a SLBE contractor or subcontractor which compensates the SLBE for work which it actually performs by its own forces may be counted. The work performed must provide a commercially useful function.
 - a) A SLBE is considered to be providing a commercially useful function when it is responsible for execution of a distinct element of the work and carries out its responsibilities by actually performing, managing and/or supervising the work involved. To determine whether a SLBE is performing a commercially useful function, the City shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
 - b) Consistent with normal industry practices, a SLBE may enter into subcontracts. If a SLBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SLBE shall be presumed not to be providing a commercially useful function. The SLBE may present evidence to rebut this presumption to the City. The City's

decision on the rebuttal of this presumption is final.

2. Payments to small local business owner-operator of equipment will be credited 100% towards the achievement of the SLBE goal. The small local business owner-operator of equipment must own or be purchasing the equipment. Rental of equipment will not be considered as being owner-operated.
3. A portion of the payment to a joint venture which includes a SLBE as a partner may be counted towards achievement of the goal. The portion of the contract amount which compensates the joint venture for the work performed by the SLBE partner may be counted. The joint venture must be approved by the City prior to any credit being given towards the achievement of the goal.
4. A portion of the payment to SLBE manufacturers, fabricators, suppliers, or regular dealers will be counted 100% towards achievement of the SLBE goal.
 - a) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies purchased.
 - b) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
5. Ten percent (10%) of the amount paid to SLBE brokers as commission, may be counted towards the SLBE goal.
6. One hundred percent (100%) of the amount paid to SLBE trucking brokers will be counted towards the goal if the broker has:
 - a) Signed agreements that all trucking will be performed by SLBE truckers;

- b) a "certified roster" showing that all truckers are certified SLBE; and
 - c) a signed statement on a "certified roster" that indicates that 100% of revenue paid by the broker will be paid to SLBE truckers listed on the "certified roster".
7. Trucking brokers who do not meet the criteria of item 6 will only receive credit for the commission fee earned and the actual dollar amount of work performed by SLBE truckers.
8. Payments to SLBE firms that are not contractors/subcontractors, suppliers, manufacturers, regular dealers, brokers, truckers or owner-operator of equipment shall be credited towards the goal as follows:
- a) The fees or commission charged for providing professional, technical, consultant or managerial services and/or assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract will be counted, provided that the City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.
 - b) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies will be counted, provided that the City agrees the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c) The fees or commission charged for providing bonds or insurance specifically required for the performance of the contract will be counted, provided that the City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.

VIII Maintaining SLBE Participation

Contractors must maintain the SLBE percentages indicated at time of contract award throughout the term of the contract. This includes any increase of the contract by amendment or change order.

Should the contractor(s) fail to maintain the dollar amount for SLBE participation, the City may impose a penalty equal to the amount that should have been awarded to maintain the participation stated in the bid. If the participation level stated in the bid is less than the City goal, the contractor must achieve the goal as to the change order or amendments or demonstrate a good faith effort.

IX. Bid Process

Contractors shall notify Small Local Business Enterprise associations and business development centers of their intention to solicit Small Local Business Enterprise participation at least two weeks prior to the bid opening. Such notification shall be by certified or registered letter. Contractors shall also seek out Oakland based Small Local Business Enterprises by making positions and opportunities known to the news media servicing Small Local Business Enterprises.

So as to afford Small Local Business Enterprises, suppliers and Prefabricators an opportunity to participate in the work, contractors shall notify suppliers, associations or clearinghouses of their supply or prefabrication needs at least two weeks prior to the bid opening.

1. Bid Opening - Contractors must submit with their bid a listing of all SLBEs that will be utilized on the project. Contractors must list the respective dollar amounts for SLBEs. SLBEs must be certified prior to submittal of the bid in order for credit to be applied towards the goal. In addition to any other documents required by the bid specifications, the contractor shall submit the List of Subcontractors (Exhibit B).
2. Pre-award Meeting - The City will review the three (3) lowest bidders to determine whether or not the goal for Small Local Business Enterprise Program has been achieved or documentation of a good effort has been made by the bidders. The three (3) apparent low bidders will be required to attend a pre-award meeting to determine compliance with the Program. The low bidders shall provide the City with the bid documents or price quotes received from the three (3) lowest bids received from subcontractors, suppliers, truckers, and owner/operated equipment to be used on the project. This list should include name, address, telephone number, trade, contact person(s) and the total dollar amount of the subcontract. The contractor shall also indicate the businesses claiming to be Small Local Business Enterprise.

If the contractor has not achieved the goal for Small

Local Business Enterprise participation, the City shall determine whether the contractor made a good faith effort to achieve the goal. This will be done by reviewing the documentation submitted by the contractor.

As a minimum, the prime contractor shall take the following steps:

- a) Advertise in three (3) local publications (two local newspapers, and a small local business publication). For example, the Oakland Tribune, the Oakland Post, the Montclairon, etc.). The advertisement in such publications should appear two weeks prior to submittal of bid or proposal. The advertisement must describe the type of work being solicited and give the name and telephone number of a contact person with knowledge of the project.
- b) Two (2) weeks prior to the bid or proposal due date letters must be sent certified return receipt requested to SLBE businesses. The letter must describe the scope of work, work being solicited, insurance requirements, contact person with knowledge of the project, when bid or proposals are due and where specifications, plans or proposals can be obtained. As a minimum, contractor should send four (4) letters to small local businesses for each trade or category of work.
- c) Two (2) weeks prior to the bid or proposal due date letters should be sent certified return receipt requested to SLBE business associations and development centers or any other related agency which disseminates bid information to SLBE businesses. Letters must be sent to a minimum of four (4) organizations and contain the information stated in item number b above.
- d) Describe efforts to enter into joint venture arrangements with SLBE businesses. Provide a description of efforts to enter into joint venture arrangements.
- e) Describe assistance provided to SLBE businesses relative to:
 - 1) Review of specifications and plans or documents issued by the City;
 - 2) Review of work to be performed by the subcontractors;
 - 3) Describe or document efforts undertaken to encourage majority subcontractors to utilize SLBE businesses;

- 4) Document any other effort undertaken by the prime contractor to encourage the participation of SLBE businesses; and
 - 5) Report responses and proposals received from SLBE businesses. This report should indicate the actions taken by the prime contractor in response to the proposals received from SLBE businesses and from joint ventures which include SLBE businesses. In cases where proposals have been rejected by the prime contractor the reason(s) for rejection shall be indicated.
3. The contractor shall provide a copy of all subcontractor agreements and/or other verification of the total amount to be paid to each subcontractor prior to commencement of work.

X Monitoring

To ensure compliance with the program the contractor must ensure that the City has the right to review all records and documents of the contractor, as well as all subcontractors. Failure to allow the City to review the records may result in a penalty of 1% of the contract amount or \$1,000 per day, whichever is less. Such refusal shall be deemed a material breach of contract which may result in termination of the contract. In addition, the contractor or subcontractors may be debarred from participating in future City contracts.

No substitution can be made of a listed small local business subcontractor, trucker, manufacturer, supplier and owner operator of equipment without the approval of the City.

Should the prime contractor fail to achieve the SLBE participation listed at the time the contract is awarded, the City may impose a penalty equal to the amount that should have been awarded to SLBE.

Contractors must provide Exhibit C, with each progress payment indicating payments made to SLBEs in order to receive subsequent progress payments.

XI. Protest Procedure

The bidder has five (5) working days from the bid opening date to protest the bid under these provisions. The protestor must state the nature of the protest and cite the section(s) of the Program that has been violated.

The prior business owner must:

1. Have no equity interest in the new business other than that of a creditor;
2. Shall have no rights to share in the profits and losses of the newly formed business;
3. Shall have no right to exercise control of the newly formed business; and
4. Shall not extend any other service or item of value to the newly formed business, unless the minority or women individual(s) compensates the prior owner for the fair market value of such service or item extended. For example:
 - a) No sharing of equipment or employees.
 - b) No renting of space or equipment at below fair market value.

VI Joint Ventures

Whenever a joint venture involves a business owned by local, minorities or women, the vendor shall provide the City with a full account of the nature of the local, minority or women ownership interest, the basis for the creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. Such joint venture partnership or other multi-entity relationship shall ensure that the participating business owned by local, minorities or women has a commensurate share of the profit or loss to be realized from the joint venture.

The joint venture, partnership or other multi-entity relationship shall be in writing. Joint ventures, partnerships or other multi-entity relationships must conform to the pertinent laws which govern the creation of such business arrangements. The City shall have the right to review same and determine if such arrangement is proper within the requirements of the Local, Minority and Women Business Enterprise Purchasing Program.

In order for the City to consider a joint venture as being bona fide, a joint venture agreement must be submitted to the City for approval. As a minimum, the joint venture agreement must include the following provisions:

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1. Purpose and length of the joint venture;
2. Location of the joint venture office;
3. License of the joint venture (if required);
4. Name, ethnic and gender group of all joint venture partners;
5. Actual work to be performed by the joint venture partners;
6. Management and control of the joint venture partners;
7. Responsibilities of the joint venture partners;
8. Capitalization of the joint venture partners;
9. Financial participation of the joint venture partners;
10. Profit and loss of the joint venture partners;
11. Compensation to the joint venture partners;
12. Rental of equipment or space agreements for the joint venture;
13. Bonding and insurance for the joint venture; and
14. Dissolution of the joint venture.

VII Counting of LBE/MBE/WBE/JV Participation

MBE/WBE/JV participation shall be counted toward meeting the goals as described in the following sections:

1. Payments to a LBE/MBE/WBE contractor or subcontractor which compensates the LBE/MBE/WBE for work which it actually performs by its own forces may be counted. The work performed must provide a commercially useful function. In the event that a minority business is owned and controlled by women, the firm may be counted either towards the achievement of the goal for minority or women, but not both.

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- a) A LBE/MBE/WBE is considered to be providing a commercially useful function when it is responsible for execution of a distinct element of the work and carries out it's responsibilities by actually performing, managing and/or supervising the work involved. To determine whether a LBE/MBE/WBE is performing a commercially useful function, the City shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
 - b) Consistent with normal industry practices, a LBE/MBE/WBE may enter into subcontracts. If a LBE/MBE/WBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the LBE/MBE/WBE shall be presumed not to be providing a commercially useful function. The LBE/MBE/WBE may present evidence to rebut this presumption to the City. The City's decision on the rebuttal of this presumption is final.
- 2. Payments to minority and women owner operator of equipment will be credited 100% towards the achievement of the MBE or WBE goal but not both. The local, minority or women owner-operator of equipment must own or be purchasing the equipment. Rental of equipment will not be considered as being owner-operated.
 - 3. A portion of the payment to a joint venture which includes a LBE/MBE/WBE as a partner may be counted towards achievement of the goals. The portion of the contract amount which compensates the joint venture for the work performed by the LBE/MBE/WBE partner may be counted. The joint venture must be approved by the City prior to any credit being given towards the achievement of the goals.
 - 4. A portion of the payment to LBE/MBE/WBE manufacturers, fabricators, suppliers, or regular dealers, may be counted towards achievement of the goals. Sixty percent (60%) of the purchase price of goods and supplies will be credited towards the achievement of the LBE/MBE/WBE goals.
 - a) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies purchased.

- b. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- 5. Ten percent (10%) of the amount paid to LBE/MBE/WBE brokers as commission, may be counted towards the goals.
 - 6. One hundred percent (100%) of the amount paid to LBE/MBE/WBE trucking brokers will be counted towards the goals if the broker has:
 - a) Signed agreements that all trucking will be performed by LBE/MBE/WBE truckers;
 - b) a "certified roster" showing that all truckers are certified LBE/MBE/WBE; and
 - c) a signed statement on a "certified roster" that indicates that 100% of revenue paid by the broker will be paid to LBE/;MBE/WBE truckers listed on the "certified roster".
 - 7. Trucking brokers who do not meet the criteria of item 6 will only receive credit for the commission fee earned and the actual dollar amount of work performed by LBE/MBE/WBE truckers.
 - 8. Payments to LBE/MBE/WBE firms that are not vendors-subcontractors, suppliers, manufacturers, regular dealers, brokers, truckers or owner-operator of equipment shall be credited towards the goals as follows:
 - a) The fees or commission charged for providing professional, technical, consultant or managerial services and/or assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract will be counted, provided that the

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City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.

- b) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies will be counted, provided that the City agrees the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- c) The fees or commission charged for providing bonds or insurance specifically required for the performance of the contract will be counted, provided that the City agrees the fees or commission is reasonable and not excessive as compared with fees or commission customarily allowed for similar services.

VIII Maintaining MBE/WBE Participation

Contractors must maintain the LBE/MBE/WBE percentages indicated at time of contract award throughout the term of the contract. This includes any increase of the contract by amendment or change order.

Should the vendor(s) fail to maintain the dollar amount for LBE/MBE/WBE participation, the City may impose a penalty equal to the amount that should have been awarded to maintain the participation stated in the bid. If the participation level stated in the bid is less than the City goals, the vendor must achieve the goals as to the change order or amendments or demonstrate a good faith effort.

IX Bid Process

Vendors shall notify local, minority and women vendor associations and business development centers of their intention to solicit local, minority and women business enterprise participation at least two (2) weeks prior to the bid or proposal due dates opening. Such notification shall be by registered or certified mail. Vendors shall also seek out local, minority or women suppliers, manufacturers, brokers, truckers or owner-operators of equipment by making positions and opportunities known to the news media servicing minority and women vendors.

So as to afford local, minority and women suppliers and

prefabricators an opportunity to participate in the work, vendors shall notify local, minority and women supplier associations or clearinghouses of their supply or prefabrication needs at least two (2) weeks prior to the bid opening. Such notification shall be by registered or certified mail.

1. Bid Opening - Vendors must submit with their bid a listing of all LBE/MBE/WBES that will be utilized on the project. Vendors must list the respective dollar amounts for LBE/MBE/WBES. LBE/MBE/WBES must be certified prior to submittal of the bid in order for credit to be applied towards the goals. In addition to any other documents required by the bid specifications, the vendor shall submit the List of vendors (Exhibit B).
2. Vendors must submit with their bid an Affidavit of Non-Disciplinary or Investigatory Action form attesting that no adverse action has been taken against them by Equal Employment Opportunity Commission (EEOC), State of California Department of Fair Employment and Housing (DFEH) or the U.S. Department of Labor Contract Compliance Program (OFCCP) or to provide an explanation for any such actions, except where legal action is pending (Exhibit C).
3. Pre-award Meeting - The City will review the three lowest bidders to determine whether or not the goals have been achieved or documentation of a good faith effort has been made by the bidders. The three apparent low bidders will be required to attend a pre-award meeting to determine compliance with the Local, Minority and Women Business Enterprise Purchasing Program. The bidders shall provide the City with the bid documents or price quotes received from the three lowest bids received from vendors, suppliers, truckers, and owner-operator of equipment to be used on the project. This list should include name, address, telephone number, trade, contact person(s) and the total dollar amount of the subcontract. The vendor shall also indicate the businesses claiming to be owned by local, minorities or women.

If the vendor has not achieved the goals for local, minority and women business enterprise participation, the City shall determine whether the vendor made a good faith effort to achieve the goals. This will be done by reviewing the documentation submitted by the vendor.

The vendor shall notify LBE/MBE/WBE businesses of their intent to solicit participation from these groups at least two (2) weeks prior to the submittal of a bid.

As a minimum, the vendor shall take the following steps:

1. Advertise in three (3) publications, the City's official local newspaper, a minority/women business publication and a major business publication). The advertise-ment in such publications should appear two weeks prior to submittal of bid or proposal. The advertisement must describe the commodation being solicited and give the name and telephone number of a contact person with knowledge of the bid proposal.
2. Two (2) weeks prior to the bid or proposal due date, letters must be sent certified return receipt requested to LBE/MBE/WBE businesses. The letter must describe the commodity to be purchased or scope of work being solicited, insurance requirements, contact person with knowledge of the project, when bids are due and where specifications and plans can be obtained. As a minimum, the vendor shall send four (4) letters to local businesses, three (3) letters to minority businesses and one (1) letter to women businesses for each commodity.
3. Two (2) weeks prior to the bid or proposal due date, letters should be send certified return receipt requested to LBE/MBE/WBE business associations and development centers or any other related agency which disseminates bid information to LBE/MBE/WBE businesses. Letters must be sent to minimum of four (4) organizations and contain the information stated in item number 2 above.
4. Describe efforts to enter into joint venture arrangements with LBE/MBE/WBE businesses. Provide a description of efforts to enter into joint venture arrangements.

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5. Describe assistance provided to LBE/MBE/WBE businesses relative to:
- a) Review of specifications or documents issued by the City;
 - b) Review of work to be performed by the sub-vendors;
 - c) Describe or document efforts undertaken to encourage majority sub-vendors to utilize LBE/MBE/WBE businesses;
 - d) Document any other effort undertaken by the vendor to encourage the participation of LBE/MBE/WBE businesses; and
 - e) Report responses and proposals received from LBE/MBE/WBE businesses. This report should indicate the actions taken by the vendor in response to the proposals received from LBE/MBE/WBE businesses and from joint ventures which include LBE/MBE/WBE businesses. In cases where proposals have been rejected by the vendor the reason(s) for rejection shall be indicated.

X Monitoring

To ensure compliance with the program the vendor must ensure that the City has the right to review all records and documents of the vendor, as well as all vendors. Failure to allow the City to review the records may result in a penalty of 1% of the contract amount or \$1,000 per day, whichever is less. Such refusal shall be deemed a material breach of contract which may result in termination of the contract. In addition, the vendor or vendors may be debarred from participating in future City contracts.

No substitution can be made of a listed local, minority or women vendor, trucker, manufacturer, supplier and owner operator of equipment without the approval of the City.

Should the prime vendor fail to achieve the LBE/MBE/WBE participation listed at the time the contract is awarded, the City may impose a penalty equal to the amount that should have been awarded to the LBE/MBE/WBE.

Vendors must provide Exhibit D, with each progress payment indicating payments made to LBE/MBE/WBEs in order to receive subsequent progress payments.

XI Emergency Work

LBE/MBE/WBE firms will be given priority consideration for emergency type work commensurate with the goals of this program. A listing of available LBE/MBE/WBE firms will be established on an annual basis to be used for emergency work.

XII Protest Procedure

In the event a determination is made that the apparent low bidder has not made a good faith effort to achieve the local, minority and women business enterprise participation goals, said party shall have the right to protest such determination before the City Council. The City shall notify said party by certified or registered mail of the date when the Council will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest.

If the Council sustains the determination that a good faith effort was not made, the Council shall award the contract to lowest responsible bidder.

XIII Substitution

Prime vendors who have entered into a contract with the City cannot substitute a listed MBE/WBE/LBE without the approval of the City.

Substitution of MBE/WBE/LBE will be granted by the City on the following conditions;

1. A written statement from the listed MBE/WBE Lbe agreeing to the substitution;
2. When the MBE/WBE/LBE has been given a reasonable opportunity to execute a contract, fails to or refuses to execute a written contract when such written contract is based upon the City's conditions an scope of work:
3. When a MBE/WBE/LBE becomes bankrupt or insolvent;
4. When the MBE/WBE/LBE fails to, or refuses to perform its contracts;

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5. When the MBE/WBE/LBE fails or refuses to met contract insurance requirements; or
6. When the City or the duly authorized officer determines that the work performed by the MBE/WBE/LBE is substantially unsatisfactory, or not in accordance with the contract agreement, or that the MBE/WBE/LBE is substantially unsatisfactory, for not in accordance with the contract agreement, or that the MBE/WBE/LBE substantially delaying or disrupting the progress of the work.

Prior to the approval of the prime consultant's request for a substitution, the City shall give notice in writing, to the MBE/WBE/LBE of the prime consultants's request for a substitution and/or the reason for such request. Such notice shall be served by certified or registered mail to the last known address of the MBE/WBE/LBE. The listed MBE/WBE/LBE who has been so notified shall have five working days in which to submit written objections to the substitution to the City.

Failure to file such written objections shall constitute the MBE/WBE/LBE consent to the substitution.

If written objections are filed, the City shall give notice in writing of at least five working days to the MBE/WBE/LBE of the hearing by the city on the prime vendor request of the substitution.

XIV Non-Compliance

Should the prime vendor fail to maintain the stated dollar amounts of award of any listed vendor, the city may impose a penalty equal to the dollar amount of the vendor's amount.

In addition, failure to comply with these provisions will result in a monetary penalty of 1% or \$1,000 per day of the contract, which ever is less and shall be deemed a material breach of the contract of which termination of contract may result. In addition, the prime vendor or subvendor may be debarred from participating on future City and Redevelopment Agency contracts for a period of up to one (1) year.

XV Program Review

The Local, Minority and Women Business Enterprise Purchasing Program will be periodically reviewed by the City Manager. Changes in the program which are required to effectively administer the program may be made by the City Manager. A quarterly review of all Local, Minority and Women Business Enterprise Purchasing Program contracts will be provided to the City Council.

SMALL BUSINESS SIZE STANDARDS OF SBA

GENERAL				
Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$7.5 million.				
CONSTRUCTION				
Small If its average annual receipts for the last 3 years do not exceed \$17 million.				
ENGINEERING SERVICE				
Small If its average annual receipts for preceeding 3 fiscal years do not exceed \$14 million.				
TRUCKING-CAR AND TRUCK RENTAL				
If annual receipts. NOT THE AVERAGE OF 3 YEARS, DOES NOT EXCEED \$7.5 million.				
TRADE	Average Annual Receipts for previous 3 Years in Millions \$ not to Exceed	TRADE	Average Annual Receipts for previous 3 Years in Millions \$ not to Exceed	
CONSTRUCTION - Special Trade Contractors:				
Carpelting & Flooring	\$7.5	Base Maintenance		\$7.0
Concrete Work	\$7.5	Cleaning & Dyeing (including rug cleaning services)		\$1.5
Electrical Work	\$7.0	Computer Maintenance Services		\$7.0
Excavating & Foundation Work	\$7.0	Computer Programming Services		\$4.0
Floor Laying and Other Floor Work	\$7.0	General Construction (Prime Contractors)		\$17.0
Glass and Glazing Work	\$7.0	Data Processing Services		\$4.0
Installation or Erection of Building Equip.	\$7.0	Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)		\$13.5
Masonry, Stone Setting & Other Stone Work	\$7.0	Professional Architectural & Engineering Svc.		\$2.5
Painting, Paperhanging & Decorating	\$7.0	Food Services		\$3.5
Plastering, Drywall, Acoustical & Insulation Work	\$7.0	Janitorial & Custodial Services		\$4.5
Plumbing, Heating (Except Electric) & Air Conditioning	\$7.0	Laundry Services (includes linen supply, diaper services, Industrial laundering)		\$4.0
Roofing & Sheet Metal Work	\$7.0	Motorcar Rental & Leasing Services (includes truck rental & leasing services)		\$7.0
Special Trade Contractors Not Elsewhere Classified	\$7.0	Services - General (any services not specifically defined in SBA regulations.		\$2.0
Structural Steel Erection				
Terrazzo, Tile, Marble & Mosaic Work				
Water Well Drilling				
Wrecking & Demolition Work				
NOTE: If a business has affiliates, it is small if it is: 1. Independently owned and operated 2. Not dominant in its field 3. Has less than 500 employees				
GENERAL CONTRACTORS				
Industrial Bids and W/H Non-residential blds, other than industrial bldg and W/H High Highway and Street Construction, except elevated highways. Bridge, tunnel & elevated highways construction Water & sewer pipelines, communications and power line construction Heavy construction except dredging NEC				

Rev. FR Vol. 64,
#224 02/11/93

The Contractor herewith submits a complete list of Vendors to be used on the project. The Contractor agrees that no changes will be made in this list without the approval of the Director of Public Works.

Print/Type Company Name:

Note:

1. Vendor Listing:

Signed:

List all Vendors to be used on the project by name, address, type of commodity provided, dollar amount and check appropriate box(es) if minority owned or women-owned, local business enterprise.

[illegible]

Handwritten signature

AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION

I certify that the EEOC, DFEH or the OFCCP has not taken against disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signature

Date

In witness whereof, the undersigned has executed this instrument this _____ day of _____, 199_.

(Signature and Title)

(Name of Firm)

(Street Address)

(City, State and Zip Code)

Subscribed and sworn to before me this _____ day of _____, 199_.

Notary Public

My Commission expires _____.

As
m

**PROGRESS PAYMENT FORM
FOR
SUB-VENDORS**

Exhibit D

Project # _____

Address _____

Project Name _____

Phone Number _____

Vendor _____

Compliance Officer _____

Sub-Vendors	Contract Amount At Bid Opening Date	Payment for this Period	Payment YTD

Name & Title

Date

Under penalty of perjury the undersigned agrees that the foregoing information is true and correct.



**ALTAMONT LANDFILL
AND RESOURCE RECOVERY FACILITY**

**SUBTITLE D AND 1994 UPDATE
FINAL PARTIAL CLOSURE PLAN**

AND

**FINAL POST-CLOSURE
MAINTENANCE PLAN**

Prepared For:

Waste Management of Alameda County
Oakland, California

Prepared By:

RUST Environment and Infrastructure
Fremont, California

October 8, 1993

Volume 1 of 2



STATE OF CALIFORNIA

Pete Wilson, Governor

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

8900 Cal Center Drive
Sacramento, California 95826RECEIVED
ALTAMONT LANDFILL

AUG 16 1994

AUG 17 1994

Mr. David Chase
Altamont Landfill and
Resource Recovery Facility
10840 Altamont Pass Road
Livermore, California 94550

Subject: Completeness of Amendment to Final Partial Closure and
Postclosure Maintenance Plans, Altamont Landfill and
Resource Recovery Facility, Alameda County,
Facility No. 01-AA-0009

Dear Mr. Chase:

This letter is in response to materials received on April 5, 1994, for the final closure and postclosure maintenance plans for the above facility as applied to Fill Area 1. The items that constitute this closure plan submittal are:

- Subtitle D and 1994 Update Final Partial Closure Plan and Final Post-Closure Maintenance Plan, dated October 8, 1993.

The currently permitted operational footprint, Fill Area 1, covers approximately 232 acres, of which approximately 125 acres have been filled. A Final Partial Closure and Postclosure Maintenance Plan which addressed the closure of the Class III - 125 acre portion of Fill Area 1 has been approved by the respective agencies. (Approximately 100 acres of Fill Area 1 has not received final cover.) Previous partial closure plan submittals and accompanying documents did not contain information to reflect changes in construction design, closure standards, and closure cost estimates to meet the requirements set forth in Title 14, California Code Regulations (14 CCR) 17258.60.

The amendment to the current Final Partial Closure and Postclosure Maintenance Plan was submitted to modify the plan to demonstrate compliance with requirements set forth in 14 CCR 17258.60 and pursuant to Public Resources Code (PRC) 43503 for a revision of the solid waste facilities permit for the site. The amendment was submitted for approval to address closure for the remaining portion of Fill Area 1 (i.e., approximately 107 acres) given the substantial changes in closure designs and specifications for this area.

The amendment to the Final Partial Closure and Postclosure Maintenance Plan is deemed complete and accepted for filing for consideration of approval by the California Integrated Waste Management Board (Board), the Central Valley Regional Water Quality Control Board (Regional Water Board), and the Alameda Health Care Services Agency [Local Enforcement Agency (LEA)]. The Agencies will proceed to review the submittal to:

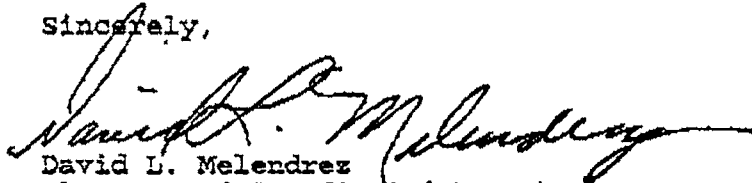
411

Mr. David Chase
Page 2

1) determine that closure and postclosure maintenance, as described in the amendment, is consistent with the applicable requirements of Title 14 and Title 23, California Code of Regulations; and 2) determine the adequacy of the cost estimates.

Should you have any questions concerning the above matter, please contact me at (916) 255-2351. Questions regarding financial assurances should be directed to Nancy Jesterby at (915) 255-2388.

Sincerely,



David L. Melendrez
Closure and Remediation Branch
Permitting and Enforcement Division

cc: Bill Raynolds
Alameda Co. Dept. of Environmental Health
Office of Solid/Medical Waste Management
470 27th Street, Room 324
Oakland, CA 94612

William H. Crooks
Central Valley Regional Water
Quality Control Board
3443 Routier Road
Sacramento, CA 95827-3098

Steve Rosenbaum
Central Valley Regional Water
Quality Control Board
3443 Routier Road
Sacramento, CA 95827-3098

Lisa Babcock
State Water Resources Control Board
PO Box 944212
Sacramento, CA 94244-2120

EXHIBIT S

CURBSIDE SERVICE EXEMPTION

Frail Senior Exemption

1. Applicant must be 60 years of age or older.
2. Applicant must be the owner of record or primary lessee.
3. The dwelling must be solely occupied by the applicant. Exceptions will be made if all other occupants qualify as frail seniors, disabled or as minors under the age of 12 years old.
4. Applicant must have a statement forwarded and signed by a registered Doctor of Medicine (M.D.) stating that bringing the wheeled containers to curbside creates an undue physical hardship on the applicant.
5. Resident must submit an application requesting the exemption along with documentation and certifications sufficient to verify items 1 through 4 above. Services will begin within three days of receiving the completed application.

Disabled Exemption

1. Applicant must be the owner of record or primary lessee.
2. The dwelling must be solely occupied by the applicant. Exceptions will be made if all other occupants qualify as frail seniors, disabled or as minors under the age of 12 years old.
3. The applicant must provide acceptable proof of long term or permanent physical disability which may include:
 - ♦ A statement signed and forwarded by a registered Doctor of Medicine (M.D.)
 - ♦ Proof or registration as a disabled driver as determined by the Department of Motor Vehicles
 - ♦ Grant of permanent disability status by the State of California
4. Residents must submit an application requesting the exemption along with all documents and certifications. Services will begin within three days of receiving the completed application.

(H)
M

Q 11820
C95-1229
7-25-95
Item S-24-cc.5

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement by and between the City of Oakland ("City") and Waste Management of Alameda County ("Contractor") (collectively referred to as the "Parties") is made and entered into as of the 2nd day of December, 1995.

RECITALS

WHEREAS, the Parties entered into a "Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services Between the City of Oakland and Waste Management of Alameda County," dated the 1st of December 1995 ("Agreement"); and

WHEREAS, the Parties believe that a number of issues of mutual concern relating to the Agreement are more appropriately addressed in this Supplemental Agreement, rather than incorporated into text of the Agreement; and

WHEREAS, the Agreement and this Supplemental Agreement should be read as one agreement such that the definitions/capitalized terms in the Agreement shall have the same meaning in this Supplemental Agreement and all other terms and provisions of the Agreement shall apply to this Supplemental Agreement;

NOW, THEREFORE, for the reasons stated above and in consideration of the mutual promises, covenants, and conditions contained in this Supplemental Agreement and for other good and valuable consideration, the City and Contractor agree as follows:

I. Reimbursement for Claims of Other Recycling Contractors

Contractor has agreed, pursuant to Agreement section 17.24.2, to work cooperatively with both the City and the City's other Recycling Contractors (Karl's Recycling Service/Pacific Rim Recycling and California Waste Solutions, or their successors/assigns) to minimize disruption to service and minimize the cost impact of changing garbage routes, frequency, times and days of collection (collectively called "Changes").

Notwithstanding such good faith efforts, the other Recyclers may nevertheless incur additional costs as a result of such Changes and may file a Claim against the City to recover such additional costs.

Contractor agrees to defend with counsel reasonably acceptable to City, indemnify and hold harmless the Indemnities against any and all Claims relating to or arising out of such Changes. Contractor shall be solely liable for any and all such claims made by other Recyclers.

Although both Recycling Agreements do not contain an explicit provision allowing for cost recovery in the event of Changes, Contractor acknowledges that a court of competent jurisdiction may nevertheless hold that the Recycling Contractors may have valid Claims for Changes against the City.

If a Claim is filed by one of the City's other Recyclers related to or arising out of such Changes, the City shall promptly forward a copy of such Claim to Contractor. The City and Contractor will work cooperatively and in good faith to promptly resolve the Claim.

Contractor shall reimburse the City, within thirty (30) days of receipt of a City invoice, for all actual, reasonable costs associated with reviewing, investigating, processing, defending, negotiating, settling, and litigating (in judicial, administrative or other forums) said Claim (including but not limited to City staff and City Attorney time, including applicable City overhead allocations, and outside consultants, including attorneys' fees and costs).

II. Service Discounts

On July 25, 1995 the City approved the Rates which included an amount to be charged for apartment complexes with five or more units. The Rates were to become effective on September 1, 1995. In establishing the Rates, it was the intention of Contractor to create an incentive for apartment house owners to subscribe to a more efficient Solid Waste collection and disposal service by increasing the amount to be charged for more than once per week pickup.

Due to space limitations, some apartment house owners are unable to subscribe to a more efficient Solid Waste collection and disposal service. Contractor has requested, and the City agrees, to continue to charge certain Customers the Rates in effect as of January 1, 1994, if the Customer is unable to subscribe to an alternate collection and disposal service because of space limitations.

Contractor and the City agree to review prior to May 15, 1996 the Rates to be charged for apartment complexes with five or more units. If an alternate rate structure is required, it shall be submitted to the City Council for review, and if approved, such Rates shall become effective on July 1, 1996.

III. Curbside Placement Exemption

Contractor and the City have jointly developed Curbside Placement Exemption criteria for Customers who have no viable options for curbside placement of Solid Waste and Yard Waste containers. Customers meeting the criteria shall be granted a twelve month exemption and shall not have to pay an additional charge for backyard service. If less than two percent (2%) of the total number of Customers meet the established Curbside Placement Exemption criteria, the eligible Customers shall continue to receive backyard service at the end of the initial twelve month exemption period at no additional charge. If the number of Customers meeting the established criteria exceeds two percent (2%), the City and Contractor shall meet and discuss the impact on Contractor to provide such backyard service and any rate adjustments that may be necessary. Contractor shall continue to provide backyard service to qualifying Customers during such discussion period.

To receive a Curbside Placement Exemption the Customer must meet one of the following criteria:

1. The subject property does not have parcel frontage contiguous to a public right-of-way accessible to Contractor's collection vehicle and is either more than 100 feet from the closest public right-of-way or is only accessible from an unpaved or steep (20% grade or more) access easement or driveway.
2. There are 20 stairs or more to all public right-of-way points and no storage location at street level.
3. There is no location at the curb or in the street to place containers without blocking the public right-of-way.
4. The requirement to bring the containers to the curb would place an undue burden on the Customer as determined by the City and Contractor.

Contractor and the City shall field review all exemption requests and meet with the Customer if necessary. Contractor shall notify the Customer in writing of the granting or denial of the exemption request.

IV. Public Education

Contractor and the City mutually agree to develop a definition for Public Education by June 30, 1996 which shall be included in the Franchise Agreement for Integrated Solid Waste Management Services. Contractor and the City also mutually agree to amend Exhibit G of the Franchise Agreement to incorporate any changes required by creation of said Public Education definition.

V. Recitals

The foregoing recitals are true and correct and are an integral part of this Supplemental Agreement.

VI. Effective Date

This Supplemental Agreement shall become effective on the Effective Date of the Agreement and only if the Agreement becomes effective.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this Supplemental Agreement, and have executed this Supplemental Agreement on the date first written above.

RECOMMENDED FOR APPROVAL

BY: Harry Schrauth

Harry Schrauth

Support Services Administrator, Office of Public Works

WASTE MANAGEMENT OF ALAMEDA
COUNTY, INC.
A California Corporation

BY: W. Maff

President

CITY OF OAKLAND
A Municipal Corporation

BY: Craig Stouen

City Manager

APPROVED AS TO FORM:

BY: Howard S. Yamaguchi

Howard S. Yamaguchi
Associate Group Counsel

APPROVED AS TO FORM & LEGALITY:

BY: Mark P. Wald

Mark Wald
Deputy City Attorney