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### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is entered into this 1st day of August, 1995, by and between the CITY OF OAKLAND, a municipal corporation, hereinafter referred to as "City," and CALIFORNIA WASTE SOLUTIONS, a California Corporation, hereinafter referred to as "Contractor "

#### RECITALS

WHEREAS, the City and Contractor entered into an agreement dated November 2, 1992, hereinafter referred to as the "Agreement," to provide professional services for the City's Residential Recycling Program, and

WHEREAS, said Agreement was subsequently amended on March 3, 1993, and on January 27, 1995, and

WHEREAS, the City and Contractor desire to further amend the Agreement, and

NOW THEREFORE THE CITY AND CONTRACTOR DO HEREBY AGREE AS FOLLOWS

- 1 Article 1 01 05 - City Facility shall be added to the Agreement and shall read as follows

"City Facility" shall mean a building occupied by City employees or a building in which City services are provided "City Facilities" may include Administrative, Fire, Police, Park, Recreation Center, Library, Headstart Centers, Service Centers, and other buildings

- 2 ARTICLE 3 00 - SERVICES PROVIDED BY CONTRACTOR in the Agreement shall be amended to read as follows

Contractor shall collect, process and market all residential materials targeted for collection in the Contractor's Service Area at Single Family Dwellings, signed-up Multi-family Dwellings, and at designated City Facilities

- 3 Article 3 03 09 - Service to City Facilities shall be added to the Agreement and shall read as follows

Collection from City Facilities shall be made between the hours of 7 00 a m and 5 00 p m , Monday through Saturday, regardless of weather conditions The Director may authorize an extension of hours on a route by route basis

Collection from City Facilities shall be performed at the curbside or streetside or designated areas within the property confines and in compliance with all applicable City codes and ordinances Exhibit I provides a list of designated City Facilities in Contractor's Service Area Contractor shall, upon request by the City and agreement of service cost, provide service to additional City Facilities during the term of this agreement

- 4 Article 4 03 - City Facilities Recycling Containers shall be added to the Agreement and shall read as follows

City Facilities shall be provided recycling containers (i.e. 18 gallon containers, bins or carts) with adequate capacity to store deposited recyclables for a minimum collection frequency of one week. Containers shall be subject to approval by City with approval not be unreasonably withheld. City Facilities recycling containers shall be embossed, imprinted, or have decals with the City's name and logo. City Facilities recycling containers shall be properly maintained, including washing of interior and exterior when necessary or as directed by the Director. Contractor shall retain ownership of all City Facilities recycling containers larger than approximately 18 gallons in volume. The number and size of the recycling containers to be provided to the City Facilities shall have adequate capacity. Location of the recycling containers shall be coordinated with the City.

Used motor oil containers for City Facilities shall be four-quart containers or larger. The collection, handling, and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Upon agreement end or agreement termination, Contractor shall remove all City Facilities recycling containers within four weeks unless other arrangements are made with the City.

- 5 ARTICLE 11 00 - REPORTING REQUIREMENTS in the Agreement shall be amended to read as follows

The Contractor shall be required to keep records and submit reports to comply with City reporting requirements. The reports shall be in a format similar to that of Exhibit C and approved by the Director and which may be revised by the Director upon thirty (30) days notice to the Contractor. In addition, Contractor shall be required to provide certified weight receipts for all materials collected through the Program. Said weight receipts must be obtained by using a certified scale/s approved by the Director. Additionally, material reporting for single family, multi-family and City Facility collections shall be done separately by a methodology submitted by Contractor and approved by the Director.

- 6 Article 11 01 - Monthly Program Status Report in the Agreement shall be amended to read as follows

The Contractor shall submit Monthly Program Status Reports for the duration of the agreement commencing the first month of collection. These reports shall be due within ten (10) business days from the end of each month. The Monthly Program Status Reports shall include but not be limited to the following

- Notification of any route changes,
- Summaries of tonnages of all materials collected, by material, by route, except for used motor oil, which shall be measured by volume, for single family households, multi-family

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- households, and City Facilities,
- Summaries of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume,
- Revenue generated for all materials sold, by material and sale price,
- Summary of tonnages of all contaminants/residues or non-recyclable material collected and/or generated through material processing, including a description of said material,
- Weekly Curbside Resident Participation - to be calculated as the number of set-outs divided by the number of eligible customers for each route,
- Monthly Curbside Resident Participation - to be presented as a summary of the overall weekly route participation,
- Monthly participation and new sign-ups of multi-family customer accounts including address and number of units for new and existing accounts, contact name and telephone number,
- Summary of contacted multi-family dwellings which were contacted but declined the service, including contact person, telephone number, time and date of call, and reason for decline of service
- Daily summary of replacement recycling containers and requests for replacement containers including the following
  - 1 Names and addresses of eligible customers who request replacement container(s)
  - 2 The date of request for replacement
  - 3 The quantity of containers requested
  - 4 The reason for replacement by category (i.e., lost, stolen, damaged or destroyed)
  - 5 The date of replacement for each request
  - 6 A summary report of 1 through 5
- Daily summary of missed collection including the following
  - 1 Names and addresses of eligible customers who request missed collection service
  - 2 Date of request
  - 3 Date of collecting missed pick-ups
  - 4 Reason for missed collection
- Daily summary of refused collection including the following
  - 1 Addresses of eligible customers whose collection was refused
  - 2 Date of refusal
  - 3 Reason for collection refusal
  - 4 Follow-up actions taken by Contractor
- Daily log of telephone calls received, and Contractor response made, including the following

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- 1 Missed collection request
- 2 Complaints
- 3 Service calls
- 4 Recycling container replacement
- 5 Recycling program information
- 6 Other

The City reserves the right to require Contractor's participation calculation methodology to conform to standards established by regulatory agencies, industry, or to use a methodology developed by the City

- 7 Article 11 02 - Quarterly Program Status Report in the Agreement shall be amended to read as follows

The Contractor shall submit Quarterly Program Status Reports (using calendar quarters) within thirty (30) business days from the end of each quarter The Quarterly Program Status Reports shall include but not be limited to the following

- Summary of tonnages recovered by material, by route, except for used motor oil, which shall be measured by volume, for single family, multi-family and City Facilities,
- Summary of tonnages recovered by material, except for used motor oil, which shall be measured by volume, for single family, multi-family and City Facilities,
- Summary of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume,
- Summary of revenue generated for all materials sold, by material,
- Summary of container replacement information,
- Summary of missed or refused collection information,
- Discussion of problems encountered and noteworthy experiences in program operation, including recommendations for program modification,
- Discussion of public awareness campaign efforts and impacts of said efforts,
- List of vehicles in service and license plate number and vehicle identification number,
- Summary of public awareness campaign and multi-family building outreach program activities and related expenditures,
- Summary of overall program costs and revenues, and details of expenditures of City funds,

- 8 Paragraph g shall be added to ARTICLE 12 00 PAYMENT TO CONTRACTOR and shall read as follows

- g The Contractor's monthly City Facilities price as provided by Exhibit I The monthly City Facilities rate shall be prorated to a weekly basis if said collection service is provided for less than a full month Receipt of collection service shall be demonstrated by the placement and service of recycling containers for targeted materials in designated areas within the proper confines of the City Facility

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- 9 Article 12 01 - Monthly Contractor's Payment in the Agreement shall be amended to read as follows

For year one of the Service Term of this Agreement, Contractor shall receive the following compensation rates per dwelling served

City shall pay Contractor for service to single family dwellings at the monthly rate of \$2 71 City shall pay Contractor for service to 25,372 single family dwellings, excluding residences in the Firestorm Area pursuant to Section 3 02

City shall pay Contractor for service to multi-family dwellings at the monthly rate of \$2 71

City shall pay Contractor for service to City Facilities at those monthly rates included as Exhibit H The City Facility payment rate shall be adjusted annually starting January 1, 1996, pursuant to Section 12 02 of this Agreement

- 10 Article 12 05 - Risk/Profit Sharing in the Agreement shall be amended to read as follows

On a monthly basis, the City and Contractor shall share the risk/profit of price changes of the targeted recyclable materials This shall be calculated on the basis of one-half of any portion of increase or three-quarters of any decrease in Market Price Indicators for each collected material that exceeds a pre-determined variation from the prices used in the Salvage Revenue Worksheets The risk/profit sharing will be based on the following formulas

MPI = Market price indicator of the specific material as mutually agreed upon by the City and Contractor no later than December 1, 1992 in a supplemental agreement and incorporated at that time herein as Exhibit D and superseding any other Exhibit D City and Contractor agree that said Market Price Indicators shall reflect actual local market conditions where possible

SV = The salvage value of the material used in the Salvage Revenue Worksheet of the Economics Proposal in Contractor's proposal to the City incorporated herein by reference and attached as Exhibit E

If  $MPI > ((SV + (SV * 0.2)))$ , then  $(MPI - (SV + (SV * 0.2))) / 2$  = Per ton payment by the Contractor to the City,

If  $MPI < ((SV - (SV * 0.2)))$ , then  $(MPI - (SV - (SV * 0.2))) / -1.333$  = Per ton payment by the City to the Contractor

For Targeted Recyclable Material which has been redirected by the City for market development purposes, the risk/profit sharing will be based on the following formulas

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If  $MPI > ((SV + (SV * 0.3)))$ , then  $(MPI - (SV + (SV * 0.3))) =$  Per ton payment by the Contractor to the City,

If  $MPI < ((SV - (SV * 0.2)))$ , then  $(MPI - (SV - (SV * 0.2))) / -1.333 =$  Per ton payment by the City to the Contractor

Exhibit E, Salvage Revenue Worksheet, is amended to include salvage revenues for old newspaper #6 (ONP #6) at the salvage value of \$16.33 less than the salvage value listed in Exhibit E for old newspaper #8 (ONP #8, or de-ink newsprint). Furthermore, mixed paper #1 is included at the salvage value of \$13.40 less than the salvage value listed in Exhibit E for "super" mixed paper #3.

Should Contractor have any claims made against it from buyers of paper due to moisture or other contaminants, the City and Contractor shall meet to determine an equitable adjustment to the risk/profit sharing calculation(s) pursuant to this section.

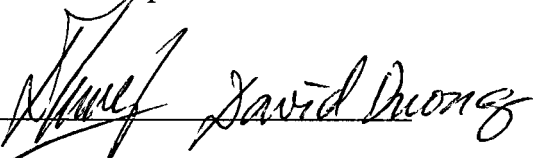
Risk/profit sharing payments, as described above, will either be added or deducted to the Contractor's monthly payment.

- 11 Except as amended hereinabove, all other terms and conditions of the Agreement shall remain in full force and effect.

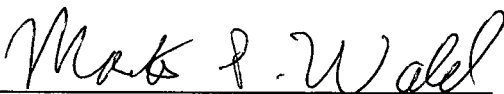
CITY OF OAKLAND  
A Municipal Corporation

BY   
For the City Manager

CALIFORNIA WASTE SOLUTIONS, INC.,  
A California Corporation

BY 

APPROVED AS TO FORM AND LEGALITY

  
City Attorney

Accounting : 30001124

**EXHIBIT I**  
**CALIFORNIA WASTE SOLUTIONS**

Department	Facility	Address	Service Level	# of Equiv Units	Monthly Rate
Head Start	Dignity	690 15th St	One bin (Seasonal)	1	\$2 74
Head Start	Acorn	1079 10th St	One bin (Seasonal)	1	\$2 74
Head Start	Chester	930 Chester St	One bin (Seasonal)	1	\$2 74
Head Start	Chestnut Court	2300 Chestnut St	One bin (Seasonal)	1	\$2 74
Head Start	Fannie Wall	647 55th St	One bin	1	\$2 74
Head Start	Frank G Mar	274 12th St	One bin	1	\$2 74
Library/Council	Temescal	5205 Telegraph Ave	Three bins/one office	3	\$8 22
Library	Montclair	1687 Mountain Blvd	One bin/have one	1	\$2 74
Library	Asian Community	449 9th St	Two bins	2	\$5 48
Library	Golden Gate	5606 San Pablo Ave	One bin	1	\$2 74
Library	Piedmont	160 41st St	One bin	1	\$2 74
Library	West Oakland	1801 Adeline St	Three bins	3	\$8 22
Library	Rockridge	5701 College Ave	Two bins	2	\$5 48
OFD	Firehouse #8	463 51st St	Two bins	2	\$5 48
OFD	Firehouse #1	1605 MLK Jr Way	Three 90g (+ 2 bins)	11	\$30 14
OFD	OFD Fire Operations Center	1605 MLK Jr Way	included with above	0	\$0 00
OFD	Firehouse #19	5776 Miles Ave	One bin/have one	1	\$2 74
OFD	Firehouse #3	727 Pine St	Two bins	2	\$5 48
OFD	Firehouse #15	455 27th St	Two bins	2	\$5 48
OFD	Firehouse #5	934 34th St	Two bins	2	\$5 48
OPR	Bushrod Recreation Center	560 59th St	One bin	1	\$2 74
OPR	DeFremery Recreation Center	1651 Adeline St	One bin	1	\$2 74
OPR	DeFremery Swimming Pool	1651 Adeline St	One bin	1	\$2 74
OPR	McClymonds High School Pool	2605 Myrtle/26th St	One bin	1	\$2 74
OPR	North Oakland Recreation Center	365 45th St	One bin	1	\$2 74
OPR	Poplar Recreation Center	3130 Peralta St	One bin	1	\$2 74
OPR	Temescal Swimming Pool	371 45th St	One bin	1	\$2 74
OPR	Mosswood Recreation Center	3612 Webster St	Two bins	2	\$5 48
OPR	Jefferson Recreation Center	645 7th St	One bin	1	\$2 74
OPR	Montclair Recreation Center	6300 Moraga Ave	Three bins	3	\$8 22
<b>TOTAL</b>				<b>52</b>	<b>\$142 48</b>

Total Service Level 43 bins, 3 toters
Deliver 43 bins, 3-90 gal toters
Equivalent Unit Count 52 units



C 92 -1756 1R# 69233

CITY OF OAKLAND



CITY HALL • 1330 BROADWAY • OAKLAND, CALIFORNIA 94612

Office of Public Works  
Contract Administration

(510) 238-3621  
FAX (510) 238-6267

August 1, 1995

California Waste Solutions  
1820 10th Street  
Oakland, CA 94607

ATTENTION MR. VICTOR H. DUONG

NOTICE TO PROCEED

RE THIRD AMENDMENT TO AGREEMENT  
for Recycling of City facilities

Dear Mr. Duong

You are hereby notified to proceed with the professional services regarding the above-mentioned subject immediately from the date of this notice

Enclosed for your records is a copy of an executed third amendment to agreement for the above work

Very truly yours,

A handwritten signature in black ink, appearing to read "H. Schrauth".

HARRY SCHRAUTH

HS cmb

Enclosure

cc Paul Brown, Environmental Affairs  
Accounting  
OPW-Accounting  
City Clerk  
Contract Administration

Certified No Z 295 706 721