

**EXHIBIT A:
REPORTING REQUIREMENTS**

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EXHIBIT A: REPORTING REQUIREMENTS

1. General

Contractor shall prepare and submit monthly, quarterly, and annual reports to the City as provided below. Contractor may propose report formats that are responsive to the objectives and audiences for each report. With written direction from the City, the reports to be maintained and provided by Contractor may be adjusted in number, format, or frequency. Contractor agrees to email all reports to the City (or submit reports in another digital format in the event email communications are unsuccessful). At the City's request, Contractor shall use standardized reporting forms provided by the City or an electronic reporting system specified by the City. Each report shall include a certification statement by the responsible Contractor official that, under penalty of perjury, the report being submitted is true and correct to the best knowledge of the responsible official after their reasonable inquiry.

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Evaluate the financial efficacy of operations.
- Evaluate past and expected progress towards achieving the City's Diversion goals and objectives.
- Provide concise and comprehensive program information and metrics.
- Determine needs for adjustments to programs.
- Allocate Processing costs and revenues.
- Provide information that is needed by the City for the purpose of fulfilling its State reporting requirements pursuant to AB 939, SB 1016, AB 314, AB 1826, and SB 1383.

All reports shall be emailed or submitted to:

City of Pleasanton
wasteandrecycling@cityofpleasantonca.gov

2. MONTHLY TONNAGE REPORTS

Contractor shall submit the monthly reports within fifteen (15) Days after the end of the reporting month. The monthly tonnage reports shall be presented by Contractor to show the following information for each month. In addition, each monthly report shall show the monthly data for the past twelve (12) months and the total for the prior twelve (12) months.

- Tonnage of Acceptable Materials Processed at Approved Processing Facility
- Tonnage of Acceptable Materials Diverted
- Tonnage of Residue Disposed and Residue Level

3. ANNUAL REPORT CONTENT

Contractor shall submit the annual reports no later than March 15 for the Rate Year ending the last day of February. The annual report shall include all the monthly report information plus a report describing

EXHIBIT A: REPORTING REQUIREMENTS

Contractor's Marketing of Recovered Materials during the prior year. The Marketing report shall include: 1) quantities of each type of Acceptable Material Marketed during the prior year; 2) actual prior year and estimated coming year per unit or per-Ton market values for each; and, 3) brokers, markets, and end uses for each. This type of information is intended to help the City gauge the sustainability of Recycling markets.

4. ANNUAL STATE REPORTING

City is required to submit annual reports to CalRecycle in accordance with CalRecycle's Electronic Annual Report (EAR) reflecting requirements of AB 939 and Senate Bill 1016 (Wiggins, Chapter 343, Statutes of 2008). Contractor shall provide Tonnage, material volume, and other information as required to support the City in its annual reporting efforts. City and Contractor shall work together to finalize the information to be provided, the format of the information, and the frequency and timing of Contractor's reporting.

EXHIBIT B:
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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EXHIBIT B

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Contractor may be assessed Liquidated Damages in the event Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement. Refer to Section 11.9 of the Agreement for procedures for assessing Liquidated Damages.

Performance Area No. 1: Operations	
1.	<u>Unauthorized Hours</u> . For each occurrence of Contractor's failure to operate the Approved Facility during receiving hours specified in Section 6.2.A: \$250.00 per hour (assess in 15-minute increments)
2.	<u>Excessive Vehicle Turnaround Time</u> . For each minute in excess of the Maximum Vehicle Turnaround Time: \$5.00 per Load, where the number of Loads shall be equal to the number of Loads received during the week in which the Maximum Vehicle Turnaround Time was exceeded and where the Maximum Vehicle Turnaround Time shall be determined for a given week in which a week shall include the five (5) most recently completed Days of Facility operations
3.	<u>Excessive Transfer Vehicle Loading</u> . Exceeding the weight limitations as set forth in the State of California Vehicle Code: \$100.00 per incident
4.	<u>Invalid Driver License</u> . Failure to have a vehicle driver properly licensed: \$500 per incident or \$100 per Day, whichever is greater
5.	<u>Unauthorized Disposal</u> . For each individual occurrence of Disposal rather than Processing and Marketing of Acceptable Materials: \$500.00 per Ton
6.	<u>Excessive Residue</u> . Failure to meet the Residue level requirements for Processing of Acceptable Materials pursuant to Section 5.5.D: \$100 per Ton

EXHIBIT B PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Performance Area No. 2: Reporting and Other Requirements	
7.	<u>Late Reporting</u> . For each Day after a due date as specified in this Agreement that Contractor submits a monthly report or any report other than an annual report: \$100.00 per Day
8.	<u>Late Annual Reporting</u> . For each Day after a due date as specified in this Agreement that Contractor submits any annual report: \$500.00 per Day
9.	<u>Incomplete Records</u> . For each occurrence of the City requesting information required to be maintained by Contractor where Contractor fails to provide such information: \$500.00 per event
10.	<u>Incomplete or Inaccurate Information</u> . For each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to the City under or in regard to this Agreement. (Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.): \$500.00 per event
11.	<u>Fraudulent Records</u> . Upon clear and convincing evidence, each occurrence of Contractor keeping and/or providing fraudulent records with regard to Acceptable Materials and Residue Tonnage reporting: \$20,000 per incident
12.	<u>Other Failures</u> . For each failure by Contractor to perform any obligation of the Agreement not specifically stated in this Exhibit B herein: \$100.00 per incident

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor
Initial Here: _____

City
Initial Here: _____

**EXHIBIT C:
GUARANTY AGREEMENT**

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EXHIBIT C: GUARANTY AGREEMENT

THIS GUARANTY (the "Guaranty") is given as of the [] day of [], 2025, by _____, ("Guarantor"), to the CITY OF PLEASANTON ("City").

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

- A. _____ ("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 Guarantor.
- B. Guarantor is a corporation organized under the laws of the State of California.
- C. Contractor and the City have negotiated an Agreement for Materials Processing and Diversion Services (such agreement, as it may be amended, modified or waived from time to time, the "Agreement"), under which Contractor is to provide specified services to the City. A copy of this Agreement is attached hereto and incorporated herein by this reference.
- D. 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.
- E. 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 or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt payment to the City of each and every sum due from Contractor to the City under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the Contractor under the Agreement.
- 2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional, 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 conditioned upon the genuineness, validity, regularity, or enforceability of the Agreement.
- 3. **Waivers and Subordination.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof 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 or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or

EXHIBIT C: CORPORATE GUARANTY

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 Contractor with any other organization, or any sale, lease or transfer of any or all the assets of Contractor.

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a), 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 agree 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. 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 Guarantee.

The Guarantor hereby waives and agrees 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 therefore is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require the City's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

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, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as the City receives payment or performance in full of all such obligations.

**EXHIBIT C:
CORPORATE GUARANTY**

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 by the City.** 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 by the City 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 by the City 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 attorney's 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:
- _____
- _____
- _____
- _____
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 a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

**EXHIBIT C:
CORPORATE GUARANTY**

10. **Authority.** Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.
11. **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: _____

To Guarantor: _____

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

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

By: _____
Chief Executive Officer

By: _____
Corporate Secretary

EXHIBIT D:
PRELIMINARY LIST OF RECYCLABLE MATERIALS

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EXHIBIT D: PRELIMINARY LIST OF RECYCLABLE MATERIALS

{Note to Proposers: This list is intended as a starting point. The City intends to work with the selected Contractor to develop and maintain a sustainable list of materials, based on Contractor’s Proposal, and commodity markets throughout the Term of the Agreement.}

Paper

Paperback books
Boxes, packages
Carbonless paper
Cardboard (must fit in cart)
Catalogs

Colored & Construction paper

Computer paper
Copy paper
Coupons
Detergent boxes
Egg cartons (paper only-no Styrofoam)
Envelopes with metal clasps
Envelopes (plastic windows OK)
Gift wrap (non-metallic)
Junk mail
Magazines
Manila folders
Newspapers and inserts
Office paper
Paper bags
Paper packaging with remnant tape
Paperboard boxes (cereal & shoe boxes)
Paper towel and toilet paper tubes
Pet food bags
Post-its
Shredded paper (placed in a paper bag)
Telephone books
Tissue paper (gift type)

Metal

Aluminum cans
Aluminum foil (clean)
Aluminum pie plates
Cookie sheets
CRV beverage cans
Food cans (clean)
Pet food cans
Steel cans
Scrap metal

Glass

Rinsed; all colors; lids, caps
Bottles
CRV beverage containers
Jars

Plastic

Containers only; empty; rinsed
Plastics #1 to #7
Rigid plastics
Plastic bags
Baby wipes containers
Bleach bottles
Buckets without handles
CRV beverage containers (soda, water, juice)
Detergent bottles
Food containers (no Styrofoam)
Household cleaning containers (empty)
Lids and caps
Milk jugs
Prescription bottles (empty)
Salad dressing bottles (rinsed)
Shampoo and conditioning bottles
Tub containers
Water jugs

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**EXHIBIT E:
CONTRACTOR'S PROPOSAL**

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EXHIBIT F:
APPROVED AFFILIATES AND SUBCONTRACTORS

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**EXHIBIT G:
INITIAL TIPPING FEES FOR POST COLLECTION**

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**EXHIBIT H:
RECYCLABLE MATERIALS REVENUE SHARING
CALCULATION**

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**EXHIBIT I:
CONTRACTOR'S RECYCLABLE MATERIALS
CHARACTERIZATION STUDY METHODOLOGY**

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**EXHIBIT J:
LABOR AGREEMENTS**

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**EXHIBIT K:
FACILITY DESCRIPTION**

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**EXHIBIT L:
IRAN CONTRACTING CERTIFICATION**

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**EXHIBIT K:
IRAN CONTRACTING CERTIFICATION**

Pursuant to Public Contract Code Section 2200 *et seq.* ("Iran Contracting Act of 2010"), Contractor certifies that:

1. Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and,
2. Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for forty five (45) Days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

_____ ("Contractor")

By: _____ (Signature)

Name: _____ (Printed Name)

Title: _____

Date: _____

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