

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS AMENDMENT (this “Amendment”) is effective as of **July 1, 2022**, in San Francisco, California, by and between **Sunset Scavenger Company (d/b/a Recology Sunset Scavenger), Golden Gate Disposal & Recycling Company (d/b/a Recology Golden Gate) and Recology San Francisco** (collectively, “Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term and increase the contract amount; and

WHEREAS, the Agreement was obtained in accordance with the Office of Contract Administration Sole Source Waiver Number OCAWVR0003947 issued on December 3, 2020, Sole Source Waiver Number OCAWVR0004722 issued on June 15, 2021, Sole Source Waiver Number OCAWVR0005350 issued on December 1, 2021, and Sole Source Waiver Number OCAWVR0006265 issued on July 13, 2022 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on March 2, 2020 from the Civil Service Commission under PSC number 41761 – 19/20 in the amount of Sixty-Five Million Dollar Amount for the period commencing January 1, 2020 and ending December 30, 2027; and

WHEREAS, the term of the Agreement (as defined below) expires as of June 30, 2022; and

WHEREAS, City and Contractor, each by their conduct, continued their contractual relationship consistent with the original Agreement, despite the passing of the expiration date; and

WHEREAS, City and Contractor desire to memorialize their continued contractual relationship entering into this Third Amendment extending the same terms and conditions as the original Agreement as amended by this Third Amendment, with this Third Amendment (and the pricing set forth herein) being effective retroactively to July 1, 2022; and

WHEREAS, the Parties hereby agree and acknowledge that by entering into this Third Amendment neither Party waives any rights with respect to any past or future disputes arising out of the other Party’s performance of the Agreement and they further agree to make good faith efforts to resolve any disputes pertaining to the Agreement; and

WHEREAS, the City’s Board of Supervisors approved this Third Amendment by Resolution Number 312-22 on July 12, 2022.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “the Agreement” shall mean the Agreement dated December 1, 2020 between Contractor and City, as amended by the First Amendment, dated June 29, 2021, and the Second Amendment, dated November 5, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 2. Article 2, “Term of the Agreement,” of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on **December 1, 2020**, and expire on **June 30, 2022**, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

Such section is hereby amended in its entirety to read as follows:

2.1 The term of this Agreement shall commence on **December 1, 2020**, and expire on **June 30, 2024**, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

2.2 Article 3 Financial Matters. Section 3.3.1, “Payment,” of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City, in its sole but reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists, in which case City shall pay the undisputed amount of the invoice. In no event shall the amount of this Agreement exceed **fifteen million six hundred twenty-two thousand dollars and no cents (\$15,622,000.00)**. The breakdown of charges associated with this Agreement is described in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendices B and B-1, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole but reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists, in which case City shall pay the undisputed amount of the invoice. In no event shall the amount of this Agreement exceed **Thirty-Nine Million, Six-Hundred Thousand dollars and no cents (\$39,600,000.00)**. The breakdown of charges associated with this Agreement is described in Appendices B and B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of this Agreement if agreed to by both Parties as retainage, described in Appendices B and B-1. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendix B-1.** Appendix B-1 is hereby attached to this Third Amendment and fully incorporated within the Agreement. Appendix B-1 applies to the period of July 1, 2022 to June 30, 2024.

2.4 **Appendix C-1.** Appendix C-1 is hereby attached to this Third Amendment and fully incorporated within the Agreement. Appendix C-1 applies to the period of July 1, 2022 to June 30, 2024.

2.5 **Appendix D-3.** Appendix D-3 is hereby attached to this Third Amendment and fully incorporated within the Agreement. Appendix D-3 sets forth the rates that will be charged for Services provided under the Agreement from July 1, 2022 to June 30, 2023, as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024.

2.6 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Amendment.

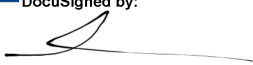
Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

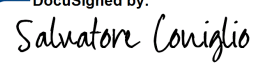
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Recommended by:

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Carmen Chu
City Administrator

CONTRACTOR

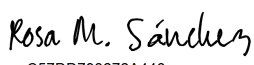
**Sunset Scavenger Company (d/b/a
Recology Sunset Scavenger)**

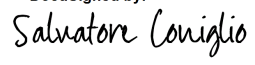
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Salvatore Coniglio, Chief Executive Officer
City Supplier ID number: 0000012408

Approved as to Form:

David Chiu
City Attorney

**Golden Gate Disposal & Recycling
Company (d/b/a Recology Golden Gate)**

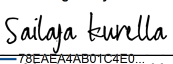
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Rosa M. Sanchez
Deputy City Attorney

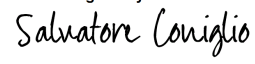
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Salvatore Coniglio, Chief Executive Officer
City Supplier ID number: 0000012413

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

Recology San Francisco

By: DocuSigned by:

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Sailaja Kurella

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Salvatore Coniglio, Chief Executive Officer
City Supplier ID number: 0000012409

Appendices:

- B-1: Calculation of Charges (July 1, 2022 to June 30, 2024)
- C-1: Contamination & Overages Management (July 1, 2022 to June 30, 2024)
- D-3: Collection Rates for Third Amendment (July 1, 2022 to June 30, 2023)

**Appendix B-1
Calculation of Charges
(July 1, 2022 to June 30, 2024)**

1. Description of Charges.

- a. City Departments must comply with the Mandatory Recycling and Composting Ordinance which requires the proper separation of recyclables, compostables, and trash.
- b. The collection rates for the Third Amendment (July 1, 2022 to June 30, 2024) (“Collection Rates”) charged for refuse collection services are based on a set of rate tables that do not differentiate between the types of collection bins (recycling, composting, and trash). The Parties understand and agree that the initial rates to be charged for services covered by the Third Amendment are the rates specified in Appendix D-3, which shall apply to services provided between July 1, 2022 and June 30, 2023. Such rates shall be adjusted effective July 1, 2023 pursuant to the methodology set forth in Section 4 of this Appendix B-1. The rates as so adjusted shall apply to services provided between July 1, 2023 and June 30, 2024.
- c. Subject to the discount provided for in Section (1)(d) below, charges by Contractors for the Services covered by the Third Amendment will be the Collection Rates specified in Appendix D-3 and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024. Following are the main categories of charges:
 - i. Collection Rates
 1. Collection Rates for this Third Amendment for refuse (i.e., trash, recyclables and compostables) have been implemented by the Contractors to reflect the City’s planned migration to zero waste and incentivize customers to help San Francisco reach its generation and disposal reduction targets.
 2. The Collection Rates for the Third Amendment are the rates specified in Appendix D-3 and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024.
 - ii. Compactors
 1. Compactor Rates for this Third Amendment for refuse are the rates specified in Appendix D-3 and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024.
 2. Rental of Compactor Units are not through this Agreement. Rental rates are based on the rental agreement between the Contractor and City Department.

3. The Contractor is responsible for covering any repair costs to a rented Compactor Unit per the rental agreement between the Contractor and City Department.

iii. Debris Boxes

1. Debris Box Rates for this Third Amendment are the rates specified in Appendix D-3 and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024.
2. Allowed uses of debris boxes under this contract include:
 - a. Abandoned materials;
 - b. Bulky items;
 - c. Recyclable and compostable materials; and
 - d. Alternative collection service when compactors are being repaired.
3. Use of debris boxes for trash collection is only allowed if pre-approved in writing by the Department of the Environment.

iv. Ancillary Services

1. Rates for premium services are those specified in the rate table titled "Collection Rates." Rates for other ancillary services are specified in the rate table for Extra Services. Both categories of rates are the rates specified in Appendix D-3 and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024.

v. Contamination Charges

1. Contractors implement a system of City-approved charges for contamination and overages designed to encourage recycling and composting, ensure that each customer is subscribed to the correct service level, and cover the extra costs that Contractors incur due to contamination and overages. The current charges are set forth in Appendix C-1.
- d. Each City location shall receive the same recovery discount that Contractors offered generally to commercial customers in San Francisco pursuant to the 2017 rate order (the "Recovery Discount"). The Recovery Discount for commercial customers in San Francisco is based on the following:

Recovery Rate (subscribed recycling and composting bin monthly volume divided by total subscribed refuse bin monthly volume) less a Recovery Floor.

Recovery Floor is 25%.

To reflect the fact that City locations reuse, recycle, and compost organic material using their own facilities and resources, the Contractor agrees to apply a Composting Credit (described in Section 3) to the Recovery Floor. With the Composting Credit, the City's Recovery Discount will be calculated as follows:

$$\text{Recovery Discount} = \text{Recovery Rate} - (\text{Recovery Floor} - \text{Composting Credit})$$

By way of example, assume a City Location is subscribed for the following service level:

Service Level:	Subscribed-For Monthly Bin Volume
1 96g Trash bins, 4 days/wk.	= 1 * (96/201.9) * 4 * 4.33 = 8.23
3 64g Recyclables bins, 4 days/wk.	= 3 * (64/201.9) * 4 * 4.33 = 16.47
1 64g Compostables bin, 4 days/wk.	= 1 * (64/201.9) * 4 * 4.33 = 5.49

Note: 201.9 converts gallons to cubic yards. 4.33 converts weeks to months.

Based on the Composting Credit allowed per Section 3, below, the Recovery Discount for the above City Location, and the amounts charged, would be calculated as follows:

$$\text{Recovery Rate} = (\text{Recycling} + \text{Composting Volume}) / (\text{Recycling} + \text{Composting} + \text{Trash Volume})$$

$$(5.49 + 16.47) / (5.49 + 16.47 + 8.23) = .727 = 73\%$$

$$\text{Recovery Discount} = \text{Recovery Rate} - (\text{Recovery Floor} - \text{Composting Credit})$$

$$73\% - (25\% - 20\%) = 68\%$$

$$\text{Recovery Discount} = 68\%$$

City Department Location	Subscribed Cubic Yards/ Month	Service Charges before Recovery Discount	Service Charges after Recovery Discount
Composting	5.49	\$ 395.96	\$ 395.96
Recycling	16.47	\$ 1,187.88	\$ 1,187.88
Trash	8.23	\$ 558.00	\$ 558.00
Recovery Discount 68%			\$ (1,456.45)
TOTAL	30.19	\$ 2,141.84	\$ 685.39

Note: The example uses the Uniform Commercial Rates effective July 1, 2019.

The Recovery Discount incentivizes City Locations to recover more recyclables and compostables. Therefore, City Locations that have a Recovery Rate of 5% or below will not be eligible for the Recovery Discount.

Charges for ancillary services (e.g., access, distance, and elevation) are not subject to the discount. By entering into this Third Amendment, the parties do not intend to modify the categories of services subject to the Recovery Discount (or the amount or method of calculating the discount).

e. Self-Haul

- i. Refuse, except loads of source separated single commodities (e.g. loads of cardboard only or metal only), self-hauled to Recology San Francisco's facilities is subject to a tipping charge, except to the extent the costs of disposing of such material are included in the cost base used to set rates under the Refuse Ordinance. Under the current Rate Order, the only costs so included are those for disposal of street sweeping and abandoned material collected and self-hauled by the Department of Public Works.
- ii. The tipping charge is the rate specified in Appendix D-3 and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024.

2. **Provision of Services.** No charges shall be incurred under this Agreement nor shall any payments become due to any Contractor until the services to which such payments relate are received from such Contractor and the related billings are approved by the City Department head as being in accordance with this Agreement. Upon prior written notice to the applicable Company setting forth the nature of Company's failure under this Agreement, a City Department may withhold payment to Contractor in any instance in which such Contractor has failed or refused to satisfy any material obligation provided for under this Agreement in connection with such City Department.

3. **Composting Credit.**

- a. In calculating the Recovery Discount, Contractors have agreed to reduce the standard 25% Recovery Floor for the benefit of City to reflect the fact that City locations compost organic material, grind wood into wood chips, and repurpose forestry products on-site for their own use, using their own facilities and resources (such activities collectively, "City Organics Recovery Activities"). These activities mean that the City orders fewer Compostables bins from Contractors than it otherwise would, which in turn means that City's Recovery Discount is less than it would otherwise be.
- b. As a result, Contractors agree that there will be a reduction in the Recovery Floor for all City locations that receive the Recovery Discount. The reduction (the "Composting Credit" or "Compost Credit") shall be 20%. The Compost Credit was determined by utilizing the following formula: dividing (i) average total tonnage of organic material recovered by City locations through the City Organics Recovery Activities during the three (3) year period ending on the July 1 preceding the July 1 adjustment date, by (ii) average total tonnage of refuse of all types generated by City locations during the same three (3) year period. The total tonnage (i.e., the denominator in clause (ii)) includes, but is not limited to, all refuse collected by Contractors (e.g., Trash, Recyclables, Compostables), whether disposed or recovered. Notwithstanding any other provision, the Composting Credit shall not exceed 20%

(i.e. the Recovery Floor after application of the Composting Credit shall not be reduced below 5%).

- c. Contractors' analysis based on City and Contractors' data indicates that as of the date hereof, the City Organics Recovery Activities recover an amount of organic material significantly in excess of the amount required to achieve the maximum Composting Credit of 20%. If City modifies the City Organics Recovery Activities in a way that is reasonably likely to decrease the tonnage of organic material recovered from such activities by over 5%, then City shall notify Contractor in writing of the same, so that the Parties can recalculate the Composting Credit.
- d. Should the City implement other categories of recovery activities that recover organic material, the City and Contractor agree to mutually consider in good faith whether and how to include the recovery attained through those activities as part of the Composting Credit in an equitable and reasonable manner.

4. Price Adjustment for July 1, 2023 – June 30, 2024:

A Price Adjustment for the July 1, 2023 – June 30, 2024 contract year will be allowed under this Agreement.

A. Contractor to submit Price Adjustment calculation:

- 1. Contractor shall submit its calculation of the Price Adjustment to OCA no later than May 31, 2023, provided the April CPI data is published by May 31, 2023.
- 2. The submission shall include Contractor's calculation of the percentage change in CPI-U (as provided below) and Contractor's calculation of updated versions of the Appendix D-3 rate tables to reflect the Price Adjustment.
- 3. The City shall conduct an administrative review of Contractor's calculations to confirm that the calculations are correct.
- 4. If any calculation errors are identified, City shall notify Contractor of the error no later than June 15, 2023, or as soon as practicably possible, and the Parties shall cooperate in good faith to resolve the error no later than June 30, 2023.
- 5. The Price Adjustment shall take effect July 1, 2023.
- 6. The Price Adjustment shall be memorialized with a written amendment to this Agreement that sets forth the rates effective July 1, 2023, calculated in accordance with this subsection 4.

B. How Price Adjustment will be Calculated:

The Price Adjustment will be based on the U.S. Department of Labor's **CPI for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward, CA** (series ID noted below), and will be calculated as the percent change in CPI from April 2022 – April 2023. The Price Adjustment shall apply to each and every rate set forth in Appendix D-3.

Series Id: CUURS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100

For example, if the April 2022 CPI value were 324.878, and the April 2023 CPI value were 333.975, the percent change in CPI would be calculated as follows:

$$\text{Percent change} = (333.975/324.878) - 1 = .028 = 2.8\%$$

In this scenario, each rate in Appendix D-3 would be increased by 2.8%.

Appendix C-1
Contamination & Overages Management
(July 1, 2022 to June 30, 2024)

Contractors shall implement a system of notices and charges for Contamination and Overages designed to encourage recycling and composting, ensure that each customer is subscribed to the correct service level, and cover the extra costs that Contractors incur due to Contamination and Overages. This system is designed so that, if each City department location properly separates Recyclables and Compostables from Trash and has a subscription for sufficient Bin volume to handle all their material, no charges will be assessed. The current system and associated charges are as follows. All rates referred to in this Appendix C-1 are the rates set forth in Appendix D-3, and as adjusted effective July 1, 2023 for the period of July 1, 2023 to June 30, 2024:

1. If a Recyclables or Compostables Bin appears to contain more than 10% or 5% respectively by volume of non-Recyclables or non-Compostables, then the Bin is considered “contaminated.” Contractors will follow the following protocol for contaminated Bins:
 - a. Contamination will be communicated to the Department Designee through a series of letters: Warning Letter, Notice Letter, Escalation Letter and Good Job Letter.
 - i. Warning letters occur when 4 or more instances of contaminated Bins are found at a City Department location.
 - ii. Notice letters inform the city department designee of the intent to charge for contamination on the next billing cycle.
 - iii. Escalation letters occur when continued contamination remains at a City location for greater than six months.
 - iv. Good Job letters are sent whenever charges are removed as a result of a passing quality assurance inspection.
 - b. On the 1st, 2nd and 3rd instances of a contaminated Bin at a City location, Contractors will collect the Bin at no charge to the City.
 - c. On the fourth or more instance of a contaminated Bin at the location, Contractors will collect the Bin at no charge to the City and will send a warning letter to the Department Designee, to inform him/her of the Contamination at the location. SF Environment staff will work with the City Department Designee to address the contamination. The city department has 30 days from the issuance of the warning letter to have a quality assurance inspection conducted by the contractors.
 - d. The warning letter will remain in effect for 6 months. If a 5th instance of a contaminated Bin at the location does not occur within 6 months of the date of the warning letter, then the warning letter will lapse, and any subsequent instance of a contaminated Bin at the location will be treated as if it were the 1st instance.
 - e. A Quality Assurance Inspection will result in a determination of the quality of the material discarded in one or more of the location’s Bins (Recyclables, Compostables, and/or Trash). The City Department Designee will receive photos and an assessment of pass or fail on the bins inspected. If a failure is determined, the City Department Designee will receive a notice letter, informing the department that a recurring

contamination charge will be initiated at the next billing cycle. If all Bins pass the quality assurance inspection, then the Department Designee will receive a Good Job Letter.

- f. If a notice letter is issued, then Contractors will begin charging a recurring Contamination Charge equal to 50% of the Trash rate for the same-size Bin collected at the same frequency, with no Recovery Discount. The charge will be added to the bill for each subsequent collection of that Bin until removed in accordance with paragraph (6) below. If not removed, the charge may be increased to 75% of the applicable Trash rate after 6 months, and 100% of the applicable Trash rate after 12 months. If the charge is removed, and a subsequent instance of a contaminated Bin at the location occurs while the warning letter remains in effect, then the charge will be reinstated (with a notice letter to the City Department Designee) until removed in accordance with paragraph (6) below.
2. If a Recyclables or Compostables Bin is so contaminated that it must be collected as Trash, or if a Compostables Bin contains pervasive glass (regardless of volume), then the Bin will be collected as Trash, and a per-occurrence charge equal to the Trash “extra” rate per the Collection Rates for the Third Amendment for the same-size Bin will be charged. This charge is separate from and in addition to the Contamination Charge described in paragraph (1).
3. Contractors’ practice is not to collect any Bin that contains any amount of Hazardous Material, Medical Waste, Electronic Waste, or other material that is prohibited from being disposed of in the refuse stream. However, if a Bin is inadvertently collected that contains prohibited material, a charge equal to the Trash “extra” rate for the same-size Bin will be charged.
4. If a Trash Bin is contaminated with an excessive amount of Recyclables or Compostables (usually over 25%), Contractors will begin charging a recurring charge equal to 50% of the Trash rate for the same-size Bin collected at the same frequency, with no Recovery Discount. Before assessing this charge, Contractors will give the Department Designee at least 30 days written notice and an opportunity to correct the problem. If the problem is not corrected within that period, the charge will be added to the bill for each subsequent collection of that Bin until removed in accordance with paragraph (6) below.
5. Consistent with Contractors’ standard practice for commercial customers in San Francisco, Contractors may adjust or suspend the Recovery Discount for a City location if it displays a consistent pattern of violating the City’s Mandatory Recycling and Composting Ordinance. Before suspending the discount, Contractors will give the Department Designee at least 30 days written notice and an opportunity to correct the problem. If the problem is not corrected within that period, the Recovery Discount will be suspended or the service modified for the service address until resolved in accordance with paragraph (6) below.
6. The procedure for removing the recurring charges described in paragraphs (1) and (4) above, and the Recovery Discount suspension described in paragraph (5) above, is as follows:
 - a. The Department Designee will complete and submit to SF Environment a self-assessment form for the City location in question. SF Environment will review the form and submit it

- to Contractors' customer service department, together with a request to have the recurring charge (or Recovery Discount suspension) removed.
- b. Contractor will confirm receipt and schedule a quality assurance inspection within thirty (30) days of receipt of SF Environment's request. The results of the inspection will be sent to SF Environment and the Department Designee.
 - c. If the City location passes the inspection, then the recurring charge (or Recovery Discount suspension) will be removed on the next billing cycle.
 - d. If the City location fails the inspection, then the recurring charge (or Recovery Discount suspension) will continue for another two (2) monthly billing cycles, at which time another quality assurance inspection may be requested.
 - e. In the case of the Contamination charge under paragraph (1) above, if the inspection shows improvement but not enough to meet the thresholds, the Contamination charge may be decreased (e.g. from 50% to 25% of the Trash rate) upon mutual agreement between the Contractor and the City.
 - f. Notwithstanding the foregoing, recurring charges (and Recovery Discount suspensions) will continue for a minimum of two (2) monthly billing cycles.
7. Contractors may either refuse to collect an Overage or may collect it and charge the then-applicable Trash "extra" rate per the Collection Rates for the Third Amendment for the same-size Bin.
 8. City locations exhibiting contaminated refuse streams will be identified by the Contractors through a variety of methods, including:
 - a. Refuse collection staff may flag the account within the Contractors' customer database following observations made during regular collection service.
 - b. The Contractors' waste zero team may identify contaminated bins while performing random inspections throughout the community.

Appendix D-3
Collection Rates
Collection Rates for Third Amendment
(July 1, 2022 to June 30, 2023)

Frequency Size	Collections per week								
	1 per week	2 per week	3 per week	4 per week	5 per week	6 per week	7 per week	Saturday	Sunday
32 - gal cart	\$ 50.73	\$ 101.47	\$ 152.21	\$ 202.95	\$ 253.68	\$ 312.03	\$ 378.00	\$ 58.35	\$ 65.97
64 - gal cart	\$ 101.47	\$ 202.95	\$ 304.42	\$ 405.90	\$ 507.37	\$ 624.08	\$ 755.99	\$ 116.70	\$ 131.92
96 - gal cart	\$ 152.21	\$ 304.42	\$ 456.64	\$ 608.85	\$ 761.05	\$ 936.09	\$ 1,133.98	\$ 175.04	\$ 197.88
1.0 - yd bin	\$ 296.75	\$ 593.50	\$ 890.25	\$ 1,187.00	\$ 1,483.75	\$ 1,884.37	\$ 2,418.51	\$ 400.61	\$ 534.15
1.5 - yd bin	\$ 445.12	\$ 890.25	\$ 1,335.38	\$ 1,780.50	\$ 2,225.62	\$ 2,826.54	\$ 3,627.77	\$ 600.91	\$ 801.23
2.0 - yd bin	\$ 528.38	\$ 1,056.77	\$ 1,585.15	\$ 2,113.53	\$ 2,641.91	\$ 3,355.23	\$ 4,306.32	\$ 713.31	\$ 951.09
2.5 - yd bin	\$ 660.80	\$ 1,321.61	\$ 1,982.41	\$ 2,643.23	\$ 3,304.03	\$ 4,196.12	\$ 5,385.57	\$ 892.09	\$ 1,189.45
3.0 - yd bin	\$ 736.98	\$ 1,473.95	\$ 2,210.92	\$ 2,947.91	\$ 3,684.88	\$ 4,679.79	\$ 6,006.36	\$ 994.92	\$ 1,326.56
4.0 - yd bin	\$ 921.34	\$ 1,842.68	\$ 2,764.02	\$ 3,685.35	\$ 4,606.70	\$ 5,850.51	\$ 7,508.91	\$ 1,243.82	\$ 1,658.41
6.0 - yd bin	\$ 1,308.47	\$ 2,616.94	\$ 3,925.42	\$ 5,233.89	\$ 6,542.36	\$ 8,308.80	\$ 10,664.05	\$ 1,766.43	\$ 2,355.25
7.0 - yd bin	\$ 1,526.28	\$ 3,052.56	\$ 4,578.84	\$ 6,105.12	\$ 7,631.39	\$ 9,691.88	\$ 12,439.18	\$ 2,060.48	\$ 2,747.30

Front-Load Compactor

Frequency Size	Collections per week		
	Weekday	Saturday	Sunday
0.50 yds	\$ 235.17	\$ 258.68	\$ 284.55
0.75 yds	\$ 352.76	\$ 388.03	\$ 426.83
1.00 yds	\$ 470.34	\$ 517.37	\$ 569.11
1.50 yds	\$ 705.51	\$ 776.05	\$ 853.67
2.00 yds	\$ 940.68	\$ 1,034.75	\$ 1,138.22
2.50 yds	\$ 1,175.85	\$ 1,293.43	\$ 1,422.77
3.00 yds	\$ 1,411.02	\$ 1,552.12	\$ 1,707.33
4.00 yds	\$ 1,881.35	\$ 2,069.48	\$ 2,276.44
4.50 yds	\$ 2,116.52	\$ 2,328.16	\$ 2,561.00
5.00 yds	\$ 2,351.69	\$ 2,586.84	\$ 2,845.55
6.00 yds	\$ 2,822.03	\$ 3,104.22	\$ 3,414.66

Cardboard

Based on the below requirements, the charge for cardboard pickup is \$15.81 per pickup.

This charge only applies to materials not complying with setout requirements for the cardboard collection program.

Cardboard Setout Requirements

- Customer must have an active refuse collection account to receive cardboard or any other recycling service.
- Cardboard must be placed in a recycling bin (with the lid closed), cardboard box, or paper bags not exceeding 2 feet in any dimension (8 cubic feet) on your service day.
- Customers with excess cardboard placed beside a bin will be charged \$15.81 per 8 cubic feet of materials.

Provisions and Requirements

- The Collection Rates for this Third Amendment are effective July 1, 2022 through June 30, 2023 and are subject to an annual increase effective July 1, 2023, as specified in Appendix B-1, Section 4. Actual rates charged to any individual customer is a function of the specific composition of services.
- The below rates apply to carts located outside.
- For carts located inside:
 - Less than 100 feet from the curb will be charged 10% more.
 - More than 100 feet from the curb will be charged 25% more.
- Carts located 4 feet or more above or below ground level will be charged 25% more.

- An access charge in the amount of \$14.90 will be applied for every pickup in a week, except for Front Loader Compactors.
- The Collection Rates for this Third Amendment include the following components:
 - Discount applies as specified in Appendix B-1 Section 1.d.
 - Charges for premium services, such as key, distance and elevation charges are not subject to discounts.
- Rates listed above are for 32 gallon carts up to 45 pounds. Any weight exceeding 45 pounds will be charged an additional \$0.1088 per pound.
- Rates listed above are for 64 gallon carts up to 90 pounds. Any weight exceeding 90 pounds will be charged an additional \$0.1088 per pound.
- Rates listed above are for 96 gallon carts up to 135 pounds. Any weight exceeding 135 pounds will be charged an additional \$0.1088 per pound.
- Uncompacted weight: 300 pounds per yard, plus \$10.88 per 100 pounds (\$0.1088 per pound) over 300 pounds.
- Compacted weight: 450 pounds per yard, plus \$10.88 per 100 pounds (\$0.1088 per pound) over 450 pounds.

Appendix D-3
Compactor Rates
Compactor Rates for Third Amendment
(July 1, 2022 to June 30, 2023)

Notes

- The Compactor Rates are effective July 1, 2022 through June 30, 2023. Actual rates charged to any individual customer is a function of the specific composition of services.

Disposal Charges

\$217.86 per ton

\$0.10 per pound

\$217.86 per ton overweight charge

\$0.10 per pound overweight charge

Transportation Charges

Zone 1	\$ 513.65		Zone 3	\$ 898.90	
Communities		Zip Codes	Communities		Zip Codes
Hunters Pt. & Bayview		94124	Marina/Cow Hollow		94123
Mission District/Bernal Heights		94110	Fishermans Wharf/North Beach/Russian Hill		94109 & 94133
Potrero Hill (South of 20th St.)		94107	Financial District/SOMA		94103, 94104, 94105 & 94111
Visitation Valley/Portola		94134	Downtown/Civic Center		94102 & 94108
Ingleside/Excelsior		94112			
Zone 2	\$ 770.48		Zone 4	\$ 1,027.31	
Communities		Zip Codes	Communities		Zip Codes
Noe Valley/Eureka Valley		94114 & 94115	Haight Ashbury		94117
Sunset Dist. (East of Sunset Blvd.)		94122	UC Med. Center		94143
Diamond Heights/Glen Park		94131	Presidio/Laurel Heights		94118 & 94129
Parkside/Forest Hill		94416 & 94118	Richmond/Seacliff		94121
West Portal/Westwood Park		94127	Sunset Dist. (West of Sunset Blvd.)		94122
Lakeside/Stonestown		94132	Treasure Island		94130
Potrero Hill (North of 20th St.)		94107			

^ additional fees may be applied for excess wait time, etc.

Container Rotation Charge

297.84

Rate Calculation

Transportation Chg. + Avg. Disposal Chg. + Rotation Chg.* = Compactor Rate

* If applicable

Appendix D-3
Debris Box Rates
Debris Box Rates for Third Amendment
(July 1, 2022 to June 30, 2023)

Notes

- Debris Box Rates are effective July 1, 2022 through June 30, 2023. Actual rates charged to any individual customer is a function of the specific composition of services.
- Debris boxes used for regular ongoing trash, recycling, or composting service qualify toward the volumetric diversion discount.

Regulated Debris Box Rates (Cost Per Pull)

Frequency	Weekends & Holidays	
Size	Weekdays	Holidays
14 yd	\$ 1,006.94	add 15%
20 yd	\$ 1,170.40	add 15%
30 yd	\$ 1,262.66	add 15%

Appendix D-3
Recology Golden Gate
Recology Sunset Scavenger
Extra Services Price Sheet for Third Amendment
(July 1, 2022 to June 30, 2023)

<u>Description</u>	<u>Price</u>		
		<u>Commercial cardboard</u>	
	<u>Mon-Fri</u>	<u>Saturday</u>	<u>Sunday</u>
	\$ 15.81	\$ 17.81	\$ 20.13
<u>Commercial - extra bag or cart</u>	<u>Mon-Fri</u>	<u>Saturday</u>	<u>Sunday</u>
<u>All commodities</u>			
32-gallons	\$ 16.64	\$ 22.47	\$ 29.97
64-gallons	\$ 31.74	\$ 42.86	\$ 57.14
96-gallons	\$ 44.74	\$ 60.40	\$ 80.54
per yard	\$ 68.53	\$ 92.52	\$ 123.36
per compacted yard	\$ 108.62	\$ 119.49	\$ 131.42
<u>Maintenance/cart replacement</u>			
Cart replacement	\$ 120.26	n/a	n/a
Container exchange	\$ 246.49	n/a	n/a
Compactor wash out	\$ 367.73	n/a	n/a
	\$ 147.09	per hour with 2.5 hour minimum	

Appendix D-3
Recology San Francisco Schedule A
Tipping Fee for Third Amendment
(July 1, 2022 to June 30, 2023)

Description of Monthly Charge	Charge
Tipping Fee	
Per ton delivered to RSF facilities	\$ 217.86