

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

**Agreement between the City and County of San Francisco and
South San Francisco Scavenger Co., Inc.**

Contract No. 50073.76

This Agreement is made this **1st** day of **July**, 2016, in the City and County of San Francisco, State of California, by and between: **South San Francisco Scavenger Co., Inc.** (the "Contractor") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

Recitals

- A. The Commission wishes to **obtain solid waste management services** for the San Francisco International Airport (the "Airport" or "SFO"); and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On **April 5, 2016**, the Commission issued an Invitation For Bids ("IFB") and as a result of the selection process prescribed in the IFB and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified bidder receiving the highest qualified scorer pursuant to the IFB; and
- D. On **June 1, 2016**, by Resolution No. **16-0168**, the Commission awarded this Agreement to the Contractor **for a five-year term in the amount of \$8,817,488**; and
- E. There is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and
- F. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. **49939-15/16** on **March 7, 2016**; and
- G. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

- 1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated by reference into this Agreement.
- 1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as "Purchasing," or the Director's designated agent, Airport Commission.
- 1.3 "CMD" means the Contract Monitoring Division of the City.
- 1.4 "Contractor" or "Consultant" means South San Francisco Scavenger Co., Inc. 500 East Jamie Court, South San Francisco CA 94080.
- 1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.
- 1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.
- 1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.
- 1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.
- 1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2016; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided in this Agreement.
- 2.2 The City has one option to renew the Agreement for a period of one year. The City may extend this Agreement beyond the expiration date by exercising the option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

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 Airport Director, in his or her sole 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 no event shall the amount of this Agreement exceed Eight Million, Eight Hundred Seventeen Thousand, Four Hundred and Eighty-Eight Dollars (\$8,817,488), which includes Three Hundred Thousand Dollars (\$300,000) in Owner allowance allocation for the as-needed services specified in Appendix B, Bid Item G. Allowances shall be used at the sole discretion of the Airport Project Manager and task orders would be issued by City from time to time in accordance with the procedures set forth in Appendix A, Section B.1(g) The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth in this Agreement. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Airport Commission approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse

Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. The City may reject deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withholding Payments. If Contractor fails to provide Services consistent with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided in this Agreement.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. The City shall make payment to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Not Applicable

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims; Monetary Penalties.** The full text of San Francisco Administrative Code §§ 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

None

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be

deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing consistent with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. If City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability under the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit, including coverage for on-site third party claims for bodily injury and property damage.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability.

5.1.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts that are inconsistent with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered under this Agreement. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles

the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity		
Article 7	Payment of Taxes	11.10	Compliance with Laws

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
		9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction

6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated into this Agreement by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government

Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty

10.4.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

10.5 Nondiscrimination Requirements

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor

is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Slavery Era Disclosure. - Not Applicable.

10.13 Working with Minors. – Not Applicable.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. – Not Applicable

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

10.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Under San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: **Libi Yap, Contract Manager
San Francisco International Airport
Design and Construction
P.O. Box 8097**

San Francisco, CA 94128

Express Mail:

Libi Yap, Contract Manager
San Francisco International Airport
676 N. McDonnell Road
San Francisco, CA 94128

To Contractor: **Douglas H. Button, President**
South San Francisco Scavenger Company, Inc.
500 East Jamie Court
South San Francisco, CA 94080
Email: dougb@ssfscavenger.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Payment Card Industry ("PCI") Requirements. - Not Applicable

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, under San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and

informing the Contractor of its right to judicial review. If agreed by both Parties in writing, the Parties may resolve disputes by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations consistent with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim has first been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the

unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

11.14 Labor Peace / Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

11.15 Federal Non-Discrimination Provisions. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth in this Agreement. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those

agreements to similarly include the statements, and cause those businesses to include the statements in further agreements. Failure by the contractor to comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

11.16 Quality Standards Program. This Agreement is subject to the Airport's Quality Standards Program. The Airport's Employment and Quality Standards (EQS) office oversees the Airport's Quality Standards Program (QSP) which is applicable to Service Providers at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations> . EQS may be contacted at (650) 821-1003.

11.17 Order of Precedence. Contractor agrees to perform the services described below consistent with the terms and conditions of this Agreement, implementing task orders, the IFB, and Contractor's bid dated May 3, 2016. The IFB and Contractor's bid are incorporated by reference into this Agreement. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the IFB and the Contractor's bid.

Article 12 MacBride And Signature

12.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

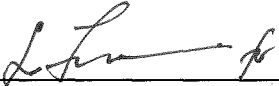
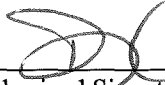



Article 13 Prevailing Wages

13.1 Prevailing Wages. Contractor must abide by the requirements of San Francisco Administrative Code Section 21C.7, including but not limited to the requirement that Contractor must pay the prevailing rate of wage as provided for therein.

Article 14 Performance Bond

14.1. Performance Bond. To secure its obligations under the Agreement, Contractor shall obtain and deliver to City within ten (10) days after the date of the City's written notification of the award of the Contract a performance bond in favor of the City and County of San Francisco and the San Francisco Airport Commission in the sum of not less than 100 percent of the Contract Sum, to guarantee the faithful performance of the Contract ("Performance Bond") underwritten by a firm licensed to do business in the State of California and having an A.M. best rating of A or better.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u></u> John L. Martin, Airport Director	<u></u> <u></u> Authorized Signature
Attest: By: <u></u> Jean Caramatti, Secretary Airport Commission	<u>Douglas H. Button</u> Printed Name
Resolution No: <u>16-0168</u>	<u>President</u> Title
Adopted on: <u>JUNE 1, 2016</u>	<u>South San Francisco Scavenger Co. Inc.</u> Company Name
Approved as to Form:	<u>16089</u> City Vendor Number
Dennis J. Herrera City Attorney	<u>500 East Jamie Court</u> Address
By: <u></u> Loretta A. Wider Deputy City Attorney	<u>South San Francisco CA 94080</u> City, State, ZIP
A: Services to be Provided B: Attachment 2- Bid Form	<u>650-589-4020 Ext. 103</u> Telephone Number
AIR-600 (9-15)	<u>95-2835906</u> Federal Employer ID Number

Appendices

- A: Services to be Provided
- B: Attachment 2- Bid Form

Appendix A

SERVICES TO BE PROVIDED

Contractor shall provide all labor, equipment, services and material necessary to meet all needed solid waste management services at the San Francisco International Airport. The following description of the required services shall be used as a general guide in conjunction with and as a supplement to the Bid Form (Attachment 2). All of the Contract requirements described here shall flow down to all subconsultants and/or subcontractors as appropriate.

A. COLLECTION MANAGEMENT SERVICES

1. The Contractor shall provide for the removal, off-haul, recycling, composting and disposal of solid waste generated at SFO from Airport Commission owned and designated solid waste compactors and containers, and other containers, bins, boxes, totes, etc. supplied by the Contractor (together collectively referred to as "Containers"). The estimated compactor and debris box numbers, sizes, locations and frequency of pick-ups are shown in Attachment 3.2, Estimated Schedule of Services for Compactors, Boxes and Bins, to the Invitation for Bids (attached as Exhibit A.1 to this Appendix A). The frequency of service specified in Attachment 3.2, as well as the collection locations specified in Attachment 3.4 to the Invitation for Bids (attached as Exhibit A.2 to this Appendix A), are subject to change at any time without modification of this Agreement. Information provided in Attachment 3.2 and Attachment 3.4 is based on current conditions at the Airport. Service levels are subject to seasonal and other variations in peak travel, which may require increased frequency of collection. Actual collection time, collection days, locations, and frequency of pick up may be adjusted over the length of the contract as the Airport's needs change. Services shall be made available on a Monday through Saturday basis, including City-observed holidays ("Holidays"). Any changes made by City to the required number of Containers will not result in any additional compensation to the Contractor, except for the purchase of compactors. Information on monthly quantities of solid waste collected at different locations at SFO during a three month period in 2015 is provided in Attachment 3.3 to the Invitation for Bids, Records of Recent Solid Waste Collection Services at SFO. The information contained in Attachment 3.2 and Attachment 3.3 is provided as a guide for the Contractor and does not indicate any warranty that the same conditions will be encountered at any location at SFO in the future. Schedule and operations of actual pickup shall be coordinated with the Airport Project Manager. The required frequency of container pick-up could be changed by the Airport Contract Manager without additional compensation to the Contractor.

2. The Contractor shall provide an adequate number of bins for temporary storage of source-separated recyclables at the Airport. Recycling bins and containers, including approximately ten 14-yard debris boxes for cardboard recycling and approximately one hundred 90-gallon wheeled totes/containers for mixed paper recycling shall be provided at no cost to the Airport.

3. Three distinct solid waste streams are generated at SFO as follows:

- a. Mixed solid waste,
- b. Source separated recyclable materials, and
- c. Compostable waste materials

The estimated annual quantity of each waste type is shown in the Bid Form (Appendix B to this Agreement) for each of the five (5) years that would be covered under the contract. However, the actual quantities of waste generated during each contract year may vary from these estimated quantities and City makes no representations or guarantees regarding the quantities that will be generated during the contract term. Contractor shall not be entitled to any increase in the unit prices due to any changes in the waste generation rates.

4. For mixed solid waste, the Contractor shall haul the mixed solid waste from the Airport and handle that waste in compliance with regulatory requirements. For source separated segregated recyclable materials, the Contractor shall also haul away these materials and arrange for the sale of such materials. For compactors and bins containing predominantly compostable materials, the Contractor shall haul the contents directly from SFO to an offsite composting facility. Contractor may also unload the materials at a transfer station before being transported to their final destination. Contractor shall be able to account for all the materials by keeping records of volume/ weight received at the transfer station as well as receipts from the composting facility.

5. Contractor shall not dispose of any source separated recyclable materials, or compostable materials hauled from SFO in a landfill.

6. Contractor shall be required to perform the following as-needed repair or other services after receiving a negotiated Task Order from the Contract Manager:

- a. Repair services for compactors
- b. Trash Chute repair
- c. As needed rodent control
- d. Compactor Storage Area Repairs
- e. FOD container Purchase

7. The Airport owns and operates one compactor truck (currently located at Maintenance Yard #2) that would deliver solid waste to the Contractor's facility from time to time at the unit price for mixed solid waste.

8. The work under this Contract does not include the handling of construction and demolition waste materials from the Airport construction projects.

9. On-call, short-term and emergency collections may be required from time to time. All on-call collections must be completed within 24 hours (or 48 hours if Sunday is included) of the request unless agreed to in advance by City. Short-term service for special projects and/or events shall be made available on a seven (7) day basis. Emergency service requested by SFO must be provided within a two (2) hour response time.

B. SERVICE ITEMS

1. Descriptions:

a. Service Item A - Provide solid waste removal service for compactors, bins, debris boxes, etc. as described in the scope of work above. Work under this service item includes, but is not limited to: providing all needed debris boxes, bins, and totes; steam cleaning, servicing and manufacturer

recommended maintenance of compactors and debris boxes, and providing recycling and composting services for the twelve (12) months period for Year 1 of the Agreement.

(1) Service Item A-1 - Collection, Transport, and Disposal of Mixed Solid Waste. Provide collection, transport, and handling of the mixed solid waste stream, in compliance with regulatory requirements for the twelve (12) months calendar period for Year 1.

(2) Service Item A-2 - Collection, Transport, and Composting of Biodegradable Solid Waste. Provide collection, transport, and composting of biodegradable solid waste from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(3) Service Item A-3 - Collection, Transport, and Sale of Segregated Cardboard Materials. Provide collection, transport, and sale of recyclable cardboard materials that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(4) Service Item A-4 - Collection, Transport, and Sale of Segregated Wood Materials. Provide collection, transport, and sale of recyclable wood materials, that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(5) Service Item A-5 - Collection, Transport, and Sale of Segregated Mixed Recyclable Materials. Provide collection, transport, and sale of mixed recyclable materials (aluminum, glass, plastics), that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(6) Service Item A-6 - Collection, Transport, and Sale of Mixed Paper. Provide collection, transport, and sale of mixed paper, that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(7) Service Item A-7 - Collection, Transport, and Sale of Scrap Metals. Provide collection, transport, and sale of scrap metals, that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(8) Service Item A-8 - Collection, Transport, and Sale of Plastics. Provide collection, transport, and sale of plastics, that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

(9) Service Item A-9 - Collection, Transport, and Sale of Aluminum. Provide collection, transport, and sale of Aluminum materials, that are source separated at the Airport, from designated compactors and bins for the twelve (12) months calendar period for Year 1.

b. Service Item B - Provide solid waste removal service for compactors, bins, debris boxes, etc. as described in the scope of work above. Work under this service item includes, but is not limited to: providing all needed debris boxes, bins, and totes; steam cleaning, servicing and manufacturer recommended maintenance of compactors and debris boxes, and providing recycling and composting services for the twelve (12) months period for Year 2. The subcomponents of this service item and description of the services required under each sub-item are the same to the corresponding sub-items under Service Item A.

c. Service Item C - Provide solid waste removal service for Compactors, bins, debris boxes, etc. as described in the scope of work above. Work under this bid item includes, but is not limited to: providing all needed debris boxes, bins, and toters; steam cleaning, servicing and manufacturer recommended maintenance of compactors and debris boxes, and providing recycling and composting services for the twelve (12) months period for Year 3. The subcomponents of this service item and description of the services required under each sub-item are the same to the corresponding sub-items under Service Item A.

d. Service Item D - Provide solid waste removal service for Compactors, bins, debris boxes, etc. as described in the scope of work above. Work under this bid item includes, but is not limited to: providing all needed debris boxes, bins, and toters; steam cleaning, servicing and manufacturer recommended maintenance of compactors and debris boxes, and providing recycling and composting services for the twelve (12) months period for Year 4. The subcomponents of this service item and description of the services required under each sub-item are the same to the corresponding sub-items under Service Item A.

e. Service Item E - Provide solid waste removal service for Compactors, bins, debris boxes, etc. as described in the scope of work above. Work under this bid item includes, but is not limited to: providing all needed debris boxes, bins, and toters; steam cleaning, servicing and manufacturer recommended maintenance of compactors and debris boxes, and providing recycling and composting services for the twelve (12) months period for Year 5. The subcomponents of this service item and description of the services required under each sub-item are the same to the corresponding sub-items under Service Item A.

f. Service Item F - The Contractor shall supply bins, boxes, toters, and Foreign Object Debris (FOD) containers in numbers needed for containing the waste materials generated between scheduled pickups at SFO. The cost of purchase and maintenance of the enumerated containers shall be included in the unit cost per ton charges for solid waste management services under Service Items A through H.

g. Service Item G - As-needed Tasks - On an as-needed basis, as requested by Airport Contract Manager, Contractor shall provide unanticipated services relating to but not limited to the repair of compactors, trash chute repair, and rodent control and FOD (Foreign Object Debris) container purchase. The scope of work for any as-needed item shall be defined by Airport Contract Manager and the fee for such services shall be negotiated with the Contractor. Such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Contract as though fully set forth herein without the need of a formal amendment to the Contract. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost and method and timing of payment. Airport reserves the right to procure services listed under as-needed tasks from another contractor or to perform the work with Airport crew.

h. Service Item H - Provide solid waste removal service for Compactors, bins, debris boxes, etc. as described in the scope of work above. Work under this bid item includes, but is not limited to: providing all needed debris boxes, bins, and toters; steam cleaning, servicing and manufacturer recommended maintenance of compactors and debris boxes, and providing recycling and composting services for the twelve (12) months period for Optional Year 6. The subcomponents of this service item and description of the services required under each sub-item are the same to the corresponding sub-items under Service Item A.

C. MAINTENANCE

1. All Containers shall be cleaned as needed, both inside and out, to maintain appearance and to reduce odors to the satisfaction of City, but no less frequently than specified in this Appendix A, below.
2. Contractor shall perform maintenance on compactors, bins, and boxes as recommended by manufacturer or prescribed by Airport Contract Manager.
3. The Contractor shall perform steam cleaning of all compactors and adjacent ground surface areas, debris boxes and the storage areas for such containers at the Airport as follows:
 - a. Steam Clean Compactors and adjacent ground surface areas: Minimum monthly and as needed
 - b. Steam Clean bins, boxes, totes, FOD containers: Minimum monthly and as needed
 - c. Steam clean storage areas of the above containers: Minimum monthly and as needed
4. Any damaged Containers shall be repaired or replaced to the satisfaction of City without interrupting the recycling collection and hauling service. The Contractor shall provide adequate backup equipment such that uninterrupted service shall be maintained at all times. The Contractor shall perform emergency repairs due to defective equipment, materials or workmanship, which are required to prevent damage to adjacent property or injury to persons, at Contractor's sole expense, as soon as practicable, upon notification by Airport Project Manager. If the Contractor fails to respond, or if repairs must be done before the Contractor can respond, the City shall have the right to make repairs and charge the Contractor for actual costs of necessary labor and materials.
5. During the term of this Contract, the Contractor will be required to maintain and service all solid waste Containers, including compactors, boxes, bins, totes, etc. This will include, but is not limited to repair, lubrication, cleaning, painting, etc. All Containers, including City-owned compactors, shall be kept in good working order to the sole satisfaction of City, and kept free of odor, leakage or emissions. The Contractor shall be required to maintain these Containers 24-hours a day 7-days a week, including weekends and Holidays, for the duration of this contract. The Contractor shall be available to provide maintenance under emergency conditions no later than one (1) hour after notification from the Airport. For routine maintenance Contractor shall respond within 4 hours from the time of request on the same day, or at the start of the next working day for requests that are made late in the preceding day.
6. The Contractor shall submit a detailed Preventive Maintenance schedule to the Contract Manager for approval at least fifteen (15) calendar days prior to the start date of the contract and annually thereafter. The schedule shall include for each system/piece of equipment and preventive maintenance (PM) listed herein, the facility/building number, the work to be performed (e.g., semiannual PM), and the week of the month the Preventive Maintenance would be performed.
7. The Contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified. The Contractor shall perform preventative maintenance on compactors which includes but is not limited to:
 - a. Checking all machine functions and all control buttons

- b. Cleaning the control cabinet
 - c. Greasing pivots on cylinders
 - d. Checking for oil leaks
 - e. Cleaning limit switches
 - f. Lubricating ram guide system with EP grease
 - g. Lubricating dump door hinges with EP grease
 - h. Checking for and fixing any loose wires
 - i. Cleaning the oil sight glass
 - j. Inspecting the 7 OSHA safety decals & replacing them as needed
 - k. Tightening all electrical connections
 - l. Tightening all hydraulic hose connections
 - m. Adding oil as necessary
 - n. Checking for any obvious unsafe conditions, electrical or operator obstructions, and advising the Airport
 - o. Contractor shall inform the Contract Manager of any repairs that the Contractor deems might be needed. (Contractor shall not perform any repair work unless and until the Contract Manager is made aware of the needed work & advises the Contractor on whether and how to proceed)
8. The cost of all required maintenance shall be included in the Contractor Bid Form Items and no additional charges shall be made for any required maintenance.
 9. Products used in maintenance of systems and equipment shall be those recommended by system or equipment manufacturer or shall be an approved equivalent equipment.
 10. Maintenance shall be performed by personnel who are qualified to maintain such system or equipment, unless otherwise approved by Contract Manager.
 11. Maintenance methods and tools shall be as recommended by manufacturer and specified by applicable standards under which the system or equipment was installed.
 12. Cost of the required manufacturer recommended maintenance services is included in Appendix B, Service Items A through H
 13. The Contractor shall maintain operation and maintenance records and prepare operation and maintenance reports. Within thirty (30) days of contract award, the Contractor shall establish a separate history file for each equipment. Each file shall contain a listing of all equipment by nomenclature and manufacturer's model number; maintenance, operator, and parts list manuals; warranty information; Preventive Maintenance inspection checklists and forms; and any other information relevant to work performed during the term of the contract. Facility/building files shall be made available for review when requested by the Contract Manager, and a copy submitted to the Contract Manager at the end of each calendar year.
 14. The Contractor shall not litter premises in the process of providing collection services or while its vehicles are on the road. The Contractor shall transport all solid waste and recyclable materials in such a manner as to prevent the spilling or blowing of such waste from Contractor's vehicles. The Contractor shall exercise all reasonable care and diligence in providing collection services so as to prevent spilling or dropping during collection activity and shall immediately, cleanup any spilled or dropped waste materials, at the time of occurrence.

D. EQUIPMENT

1. The Contractor shall provide boxes, bins, and toters with capacities and locations shown on Attachment 3.4 (attached as Exhibit A.2 to this Appendix) in the quantities listed below, the required number of these equipment could change depending on the Airport's waste generation rates:

- a. Cardboard Boxes: 9
- b. Bottles and Cans Boxes: 2
- c. Mixed Waste Boxes: 2
- d. Bottles and Cans Bins: 13
- e. Cardboard Bins: 19
- f. Food Waste Bins: 18
- g. Mixed Paper Bins: 45
- h. Mixed Waste Bins: 18
- i. 90 Gallon Wheeled Toters: 100

2. Twenty four (24) Airport-owned compactors and forty five 45 Airport-owned FOD containers are to be used under this contract. The Contractor is responsible for servicing and maintaining the compactors and FOD containers, as needed, for the duration of this contract. If during the course of this contract any compactor has to be taken out of service for major maintenance, the Contractor shall supply a substitute compactor of equal capacity for the duration of the repair work, at no extra cost to the Airport.

3. Airport also owns a 20-yard compactor truck which is stationed at Maintenance Yard No. 2. This truck could be used by Airport personnel for delivering mixed solid waste to Contractor facilities from time to time. The unit charges for the waste hauled by the Airport shall be the same as those listed in the Bid Form.

E. RECYCLING AND COMPOSTING PROGRAM

1. Airport has determined through waste characterization that the content of 11 compactors, listed below, are predominantly compostable in a municipal composting facility, and has been transporting these waste materials to a composting facility. Accordingly Contractor shall be required to transport the contents of the following compactors and waste bins to a composting facility. The number and location of the compactors containing predominantly compostable waste could change in the future, due to enhanced source separation efforts at SFO.

Container Number	Container Location	Destination
D-2	Terminal 2	COMPOSTING
G-76	Gate 76	COMPOSTING
F-1 (H-2)	Gate 81	COMPOSTING
H-5	Gate 21	COMPOSTING
E-1	North Terminal-Gate 73	COMPOSTING
D-3	Terminal 2	COMPOSTING
IT-1	Court yard 4	COMPOSTING

20-Air Train	Air Train Maintenance	COMPOSTING
IT-4	Court yard 1	COMPOSTING
C-76	Gate 76	COMPOSTING
A-2	Gate A-2 International Terminal	COMPOSTING

2. Contractor shall provide containers, collection and processing for the recycling of the following additional materials: cardboard, mixed paper, aluminum cans, glass bottles, and recyclable plastic containers. Other recyclable materials may be substituted or added to the above list by the Airport. The Airport will be responsible for the collection and separation of the materials and placing them in the designated containers provided by the Contractor.

3. Contractor shall provide documentation on the monthly tonnage of mixed waste, compostable materials, and recyclable materials hauled from the Airport and include the charge (credit) for these services in Contractor's monthly invoices in accordance with the applicable unit bid price shown in the Bid Form.

4. The Contractor must comply with all applicable Federal, State and City laws, regulations, ordinances, resolutions and/or guidelines governing Solid Waste Management, Recycling, Cal OSHA requirements.

5. Execution

a. Contractor shall provide documentation for the weight of various solid waste materials collected from SFO. Documentation for mixed solid waste, compostable solid waste, cardboard, food waste and all other items that are transported from SFO to Contractor's facilities must be based on the scale tapes showing the date, time, gross weight, and net weight of the trucks and the type of waste contained in the truck. For waste that is intermingled with waste collected from other customers an accurate record must be kept by the drivers showing the type of container, type of waste, date of collection, and estimated volume of waste in cubic yards. The Contractor shall provide unit conversion factors for deriving the tonnage of various wastes, collected in this manner, based on the net weight of the trucks hauling such waste to the Contractor facilities.

b. The Airport may inspect the Contractor's transfer station, recycling facilities, and composting facilities at any time during the contract period. The Contractor shall supply the weight records for a requested period of time to the Airport representative for review and verification. The Contractor shall also demonstrate to the Airport representative the process by which the amount of materials recycled, composted, and land-filled is calculated. The Contractor is entitled to all revenues from the sale of recyclables and compostable materials separated from the mixed solid waste stream that is removed from SFO.

F. WORK COORDINATION

The Commission reserves the right to perform other or additional work, within or adjacent to the limits of the work specified, at any time by the use of other forces. The Contractor shall coordinate with the Commission and any Commission forces, or other forces, engaged by the Commission, as required by the Agreement.

The contractor shall:

1. Limit use of premises for solid waste collection and maintenance services in a manner that would not interfere with:

- a. Airport and FAA operation
- b. Work by other contractors and tenants.

2. Coordinate the use of premises and access to various sites with the Airport Custodial Supervisor.

3. Cooperate with contractors who may perform other work at or near the waste storage sites during the term of this contract.

4. Coordinate space requirements and installation of all solid waste Containers with the Airport Custodial Supervisor.

5. Coordinate the time and frequency of removal of all compactors and containers with the Airport Custodial Supervisor.

6. Work with the current solid waste Contractor to ensure an orderly transition and a start date for the new contract thirty (30) calendar days from the date of issuance of the Notice to Proceed with no disruption in solid waste collection services at the Airport. The Contractor shall be wholly responsible to provide all services as specified in the specifications thirty (30) calendar days after issuance of the Notice to Proceed.

a. Within 10 days after Notice to Proceed, the Contractor shall provide a detailed implementation plan describing the Contractor's approach to facilitating a smooth transition as the new service provider. The plan should include how the bidder will meet equipment, personnel, administration, maintenance requirements. The City will review and comment on the plan, and the Contractor shall revise the plan in accordance with City comments, and resubmit the revised plan to the City for further review and comment, until the City is satisfied with the plan. The final approved plan shall be incorporated into the contract.

b. In the event the Contractor is not awarded a Contract to continue to provide collection management services following the expiration or early termination of this Contract, the Contractor shall cooperate fully with the City and any subsequent contractors to ensure a smooth transition of services described in this Contract. Such cooperation shall include but not be limited to transfer of computer data, files and tapes, providing a complete inventory of all Containers; providing adequate labor and equipment to complete performance of all collection management services required under this Contract; providing reports and data as required by this Contract, and taking all actions necessary to effectuate a seamless transfer of services to a new contractor. The Contractor shall, at the City's request, make Contractor-owned Containers available for continued use at SFO at no cost to City for the first fourteen (14) days of transition after the contract term has expired or terminated.

G. WORK SCHEDULES AND REPORTS

The scheduling of Work under this Contract shall be performed by the Contractor in accordance with the requirements of this Section.

1. Upon Award of Contract and issuance of the Notice to Proceed, the Contractor shall immediately develop and submit a formal schedule for solid waste collection services at least two (2) weeks prior to the start of operations.

2. Work Schedules shall be based on demand for solid waste collection services.

3. Standard Work Periods: The standard workweek shall be 24 hours a day, six days a week (Monday through Saturday) including Holidays for the duration of the Contract.

4. Monthly Schedule updates. The Contractor shall submit updated schedules to the Project Manager for review and approval, whenever the schedule of work is significantly modified in comparison with the preceding schedule.

5. Any change in the contract schedule shall be approved and authorized by the Airport Custodial Supervisor.

H. REQUIRED TURN-AROUND TIME

The Contractor shall return all compactors and other containers that are removed from the Airport during solid waste collection operations in accordance with the following schedules:

1. The maximum allowable turn-around-time (TAT) at all locations around the terminals shall be 60 minutes for pick-up between 5:00 AM and 2:00 AM the next day.

2. The maximum allowable TAT at all locations around the terminals shall be 90 minutes for pick-up between 2:00 AM and 5:00 AM the same day.

3. The maximum allowable TAT at all other locations at SFO shall be 90 minutes regardless of pick-up time.

I. SCHEDULE OF FINES FOR SERVICE FAILURES

1. City may elect to impose the fines described below for Contractor's failure to provide the required services or failure to meet the specified turn-around-times in accordance with the following schedule of fines:

a. Failure to pick-up a container on the scheduled pick-up date: \$100 per event

b. Failure to meet the required TAT at a given location: \$100 per event

c. Failure to perform the scheduled maintenance services: \$100 per event

2. If the Contractor shows a persistent tendency in failing to provide the required services, the specified fines shall be progressively increased as follows:

a. After receiving five (5) failure notifications in any calendar month the fine for any subsequent failure shall increase to \$500 per event.

b. After receiving ten (10) failure notifications in any calendar month the fine for any subsequent failure shall increase to \$1,000 per event.

c. If the Contractor receives more than ten (10) failure notifications in any month the fine for any additional failures shall be \$1,000 per event until the contractor has provided a three month failure-free service.

3. If a persistent pattern of service failure emerges during any three-month period, SFO may provide a notice of termination to the Contractor and initiate a new Contractor selection process.

4. Under the conditions described in Item 3 above, the incumbent Contractor shall continue to provide the complete range of services to SFO until a new Contractor has been fully certified by SFO.

5. City's right to impose the foregoing fines shall be in addition to and not in lieu of any and all other rights under this Agreement, in the Airport rules, or at law or in equity. City shall have no obligation to Contractor to impose fines on or otherwise take action against any other contractor at the Airport.

J. MONTHLY INVOICE

1. The Contractor shall submit a monthly invoice to the Project Manager for payment authorization.

2. No payment shall be authorized by the Project Manager in the absence of the required supporting documents.

3. Weight Tags of all containers removed from the Airport for dumping or recycling shall be included with monthly invoice. A listing of Full Load and tare weight are to be included with the invoice.

K. QUARTERLY SOLID WASTE REPORT

1. Within 30 days after the end of each calendar quarter, the Contractor shall submit a report titled "San Francisco International Airport Solid Waste and Recyclable Materials Report". The report shall provide summary data on the complete breakdown of all materials collected during the period. This data shall include the tonnage of different types of source separated recyclable materials, compostable materials, and mixed solid waste collected at SFO, including any special pickups. The report shall also provide details on the monthly tonnage of mixed waste collected and processed by the Contractor.

2. Each report shall also contain data on the tonnage of different solid waste materials collected at each pick up location during each month. Contractor shall submit the report electronically to the Airport Contract Manager and to Custodial Services Manager. The quarterly report shall be prepared in the format shown in Exhibit A.3 to this Appendix A.

EXHIBIT A.1

(Attachment 3.2)

ESTIMATED SCHEDULE OF SERVICES for Compactors, Boxes, and Bins

<u>LOCATION</u>	<u>CONTAINERS</u>	<u>WEEKLY PICK-UP</u>
Terminal 1 Building	Compactor C1 (30 CY)	3-4 times per week
	Compactor Food/Bev (20 CY) (Near Gate 20)	2-3 times per week
Terminal 2 Building	Compactor T2-1 (30 CY)	2-3 times per week
	Compactor T2-2 (30 CY)	2-3 times per week
	Compactor T2-3 (30 CY)	2-3 times per week
Terminal 3 Building	Compactor E1 (30 CY)	2-3 times per week
	Compactor Gate 76 (20 CY)	2-3 times per week
	Compactor Food/Bev Hub D1 (30 CY)	2-5 times per week
	Compactor Food/Bev- H4 (30 CY) (Opps Gate 77)	2 times per month
	Compactor Food/Bev- H3 (30 CY) (near Gate 68)	2-3 times per week
	Compactor near Gate 80- F1 Compactor near Gate 81	2-3 times per week 2-3 times per week
International Terminal Building	Compactor IT 1(30 CY)	1-2 times per week
	Compactor IT 2 (30 CY)	1-2 times per week
	Compactor IT 3 (30 CY)	1-2 times per week
	Compactor IT 4 (30 CY)	1-2 times per week
IT Boarding Area A	Compactor A1 (30 CY)	1-3 times per week
IT Boarding Area G	Compactor G1 (30 CY)	1 time per week
	Compactor G2 (30 CY)	1-2 times per week
	Compactor G3 (30 CY)	1-3 times per week
Building 670 (Museum)	Compactor Bldg 670 (20 CY)	2 times per month
Building 690 (Air Train)	Waste Bin (20 CY)	2 times per month
Fire House #1	Waste Bins (2, 2, and 3 CY)	2 times per week

Fire House #2	Waste Bins (2, 1, 1, and 2 CY)	2 times per week
Fire House #3	Waste Bin (5 CY)	2 times per week

Estimated Schedule of Services for Compactors, Boxes, and Bins

<u>LOCATION</u>	<u>CONTAINERS</u>	<u>WEEKLY PICK-UP</u>
Maintenance Yard #1	Waste Bins (1-3 CY and 9- 0.5 CY)	2-5 times per week
Maintenance Yard #2	Compactor Truck (20 CY)	1 time per week
RAC (Rental Car Facility)	Waste Bins (1-3 CY and 4- 4 CY)	7 times per week
Plot 41 Super Bay	Waste Bins (2-5 CY)	2 times per week
Bldg. 1057 By Coast Guard	Waste Bins (2-2 and 1-1 CY)	1 time per week
58 South Link Rd	Waste Bins (3 CY)	1 time per week
Water Quality Control Building	Waste Bins (1-3, 1-2, and 4-0.5 CY)	1-2 times per week
Air Train Maintenance	Waste Bins (1-3, 1-2, and 4-0.5 CY)	2-3 times per week
Airport Museum	Waste Bins (2-3 CY)	1 time per week
Airport Main Receiving Center	Waste Bins (2-2 CY)	2 to 3 times per week
Terminal G near Gate 91	Waste Bins (3-3 CY, 1-30 CY Box)	2 to 3 times per week
Terminal F near Gate 81	Waste Bins (1-2, 1-3, and 1-6 CY)	2 to 3 times per week
Terminal F near Gate 81	Waste Bins (1-20 CY Box)	4 to 5 times per week
Terminal F near Gate (68-69)	Waste Bins (4-6 CY Bins)	5 to 7 times per week
Terminal E near Gate 60	Waste Bins (1-20 CY BOX)	2 to 3 times per week
Terminal 2	Waste Bins (1-2, 1-3, and 1-6 CY)	2 to 3 times per week

Terminal 1 near Gate 23 Waste Bins (2-3 CY) 2 to 3 times per week

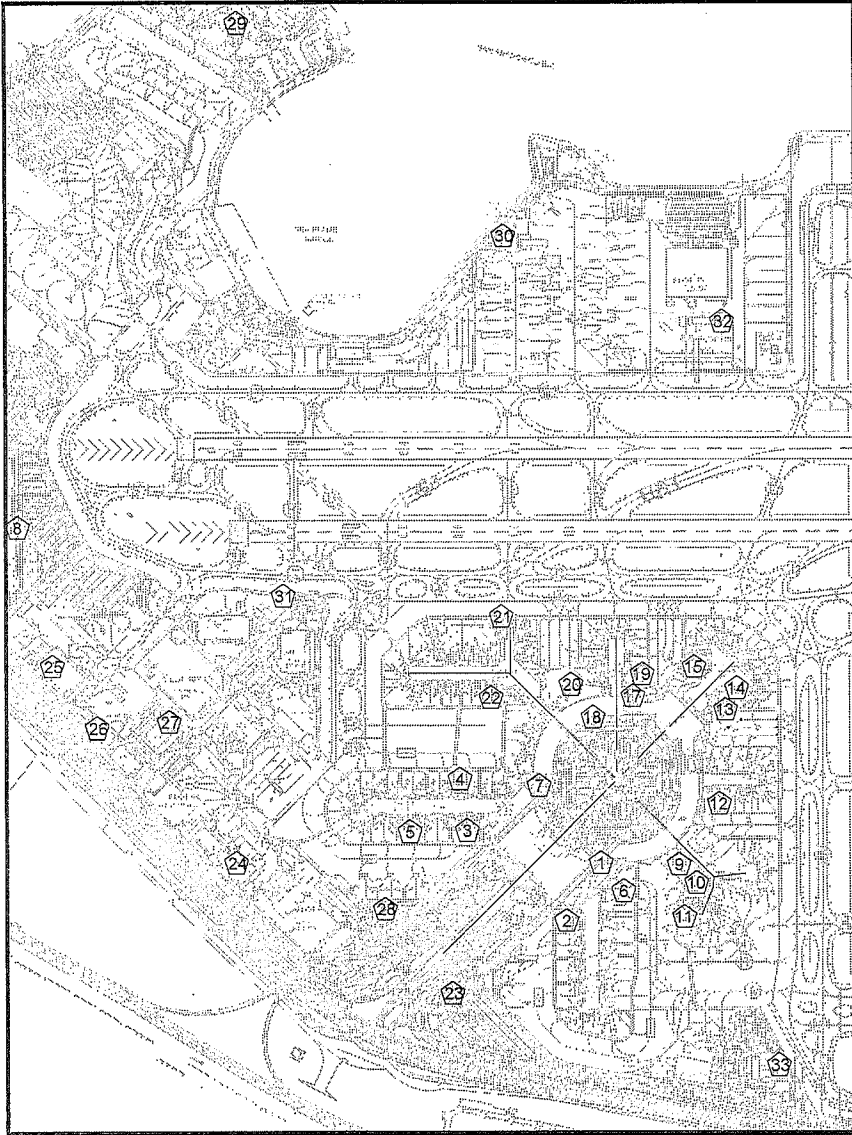
Estimated Schedule of Services for Compactors, Boxes, and Bins

<u>LOCATION</u>	<u>CONTAINERS</u>	<u>WEEKLY PICK-UP</u>
Terminal 1 near Gate 32	Waste Bins (1-6 CY)	2 to 3 times per week
Terminal 1 near Gate 36	Waste Bins (1-3 CY)	2 to 3 times per week
Terminal 1 near Gate 24	Waste Bins (1-2 CY)	2 to 3 times per week
Terminal 1 near Gate 20	Waste Bins (2-3 CY)	2 to 3 times per week
Terminal 1	Waste Bins (2-3 CY & 2-4 CY)	2 to 3 times per week
IT Terminal A near Gates 7&9	Waste Bins (1-3 CY & 1-4 CY)	2 to 3 times per week
IT Terminal A near Gates 2	Waste Bins (1-6 CY & 2-3 CY)	2 to 3 times per week
14 South Area Drive	Waste Bins (3-0.5 CY & 1-3 CY)	2 to 3 times per week
Courtyard # 1	Waste Bins (2-3 CY)	2 to 3 times per week
Courtyard # 1	Waste Bins (1-14 and 1-20 CY Box)	2 to 3 times per week
Courtyard # 3	Waste Bins (1-3 CY)	2 to 3 times per week
Courtyard # 4	Waste Bins (16-0.5 CY Toters)	2 to 3 times per week
575 N. McDonnell Rd.	Waste Bins (6-0.5 CY, 1-2 CY & 1-3 CY)	2 to 3 times per week

EXHIBIT A.2

(Attachment 3.4)

**EXHIBIT A.2- LOCATION OF COMPACTORS, LARGE WASTE BOXES AND WASTE
BINS**



EQUIPMENT DESCRIPTION	TYPE OF EQUIPMENTS									
	BC		CBD		COMP		TRASH		PPR	
	#	YD	#	YD	#	YD	#	YD	#	YD
1 COURTYARD 1	1	20	1	30	1	39	1	39	1	20
2 BOARDING AREA A							2	20		
3 GATE 91	1	14	1	30			1	39		
4 GATE 96							1	39		
5 GATE 95							1	39		
6 GATE A1			1	30			1	39		
7 COURTYARD 4	1	14	1	30	1	39	1	39	1	14
8 780 McDONNELL RD							1	20		
9 GATE 20										
10 GATE 22			1	30	1	30	2	30		
11 GATE 36										
12 GATE 40			1	30			2	39		
13 GATE 50			2	39	2	39	2	39		
14 GATE 51A										
15 GATE 59							1	39		
16 NOT USED										
17 COURTYARD 3							5	20		
18 TERMINAL 3			1	39	1	39	1	20		
19 GATE 61			1	39	1	39				
20 GATE 73			1	30	1	39	1	39		
21 GATE 78							1	39		
22 GATE 81			1	14	1	39	1	39		
23 56 SOUTHLINK RD					1	30				
24 605 McDONNELL RD										
25 710 McDONNELL RD										
26 679 McDONNELL RD									1	20
27 670 WESTFIELD RD										
28 575 McDONNELL RD										
29 MEL LEONG TREATMENT PLANT										
30 AIRFIELD OPERATIONS FACILITY										
31 FIRE HOUSE #1										
32 FIRE HOUSE #2										
33 FIREHOUSE #3										

ABBREVIATIONS	
BC	BOTTLES AND CANS
CBD	CARDBOARD BOXES
COMP	COMPOST
MW	MIXED PAPER BINS
PPR	PAPER

San Francisco International Airport

Key Map

CONTRACT 50073

AIRPORT SOLID WASTE MANAGEMENT COMPACTOR AND LARGE WASTE BOXES AND LARGE WASTE BOXES LOCATIONS

APPROVED: DEPUTY AIRPORT DIRECTOR

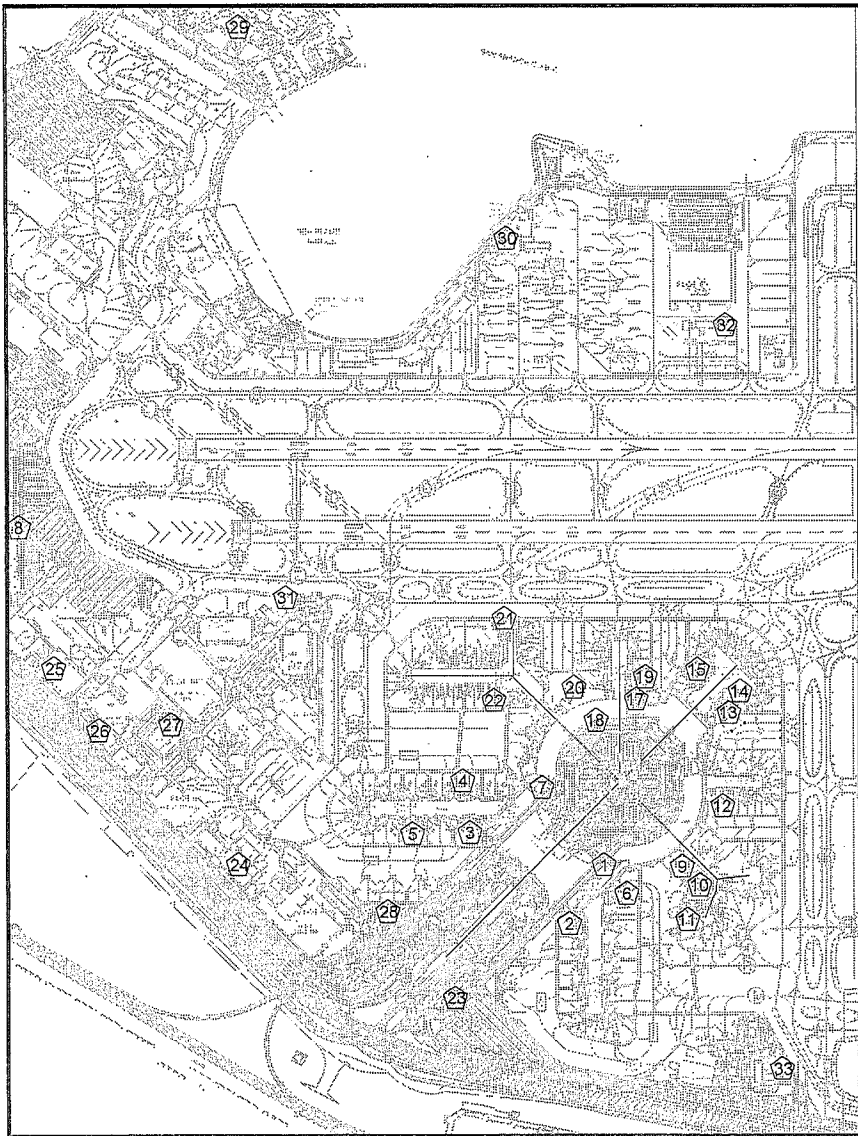
PRINCIPAL ENGINEER

DATE: 7 FEBRUARY 2016

SCALE: 1" = 100'

SW-1 1 of 2

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EQUIPMENT DESCRIPTION	TYPE OF EQUIPMENTS									
	BC		CBD		COMP		TRASH		PPR	
	#	YD	#	YD	#	YD	#	YD	#	YD
1 COURTYARD 1										
2 BOARDING AREA A										
3 GATE 91										
4 GATE 96										
5 GATE 95										
6 GATE A1	1	6							1	3
7 COURTYARD 4									1	3
8 780 McDONNELL RD			1	3			4	4		
9 GATE 20	3	3	3	4			5	4	1	3
10 GATE 22										
11 GATE 36							2	3		
12 GATE 40										
13 GATE 50	6	3					3	3	2	3
14 GATE 51A							1	3		
15 GATE 59										
16 NOT USED										
17 COURTYARD 3										
18 TERMINAL 3										
19 GATE 61	2	3							1	3
20 GATE 73	1	6								
21 GATE 78										
22 GATE 81	1	3	2	3	1	2	1	3	2	3
23 56 SOUTHLINK RD							1	2		
24 606 McDONNELL RD			2	2						
25 710 McDONNELL RD							1	3		
26 679 McDONNELL RD			1	2			1	3		
27 670 WESTFIELD RD	1	3	1	3						
28 575 McDONNELL RD			1	2			1	4	5	1
29 MEL LEONG TREATMENT PLANT			1	3			4	1	1	2
30 AIRFIELD OPERATIONS FACILITY			1	2			1	2	1	1
31 FIRE HOUSE #1			1	2	1	2	1	3		
32 FIRE HOUSE #2			1	2	1	1	1	2	1	1
33 FIREHOUSE #3										

ABBREVIATIONS	
BC	BOTTLES AND CANS
CBD	CARDBOARD BOXES
COMP	COMPOST
MW	MIXED PAPER BINS
PPR	PAPER

SFO

San Francisco International Airport

Key Map

NO.	DATE	DESCRIPTION	BY

CONTRACT 50073

AIRPORT SOLID WASTE MANAGEMENT

WASTE BINS LOCATIONS

SCALE: 1" = 200'

DATE: 2 FEBRUARY 2016

SW-2

2 of 2

APPROVED: DEPUTY AIRPORT DIRECTOR
 PREPARED: PRINCIPAL ENGINEER
 CHECKED BY: / DRAWN BY:
 DATE: 2 FEBRUARY 2016
 SCALE: 1" = 200'
 SHEET NUMBER: SW-2 / SHEET NUMBER: 2 OF 2

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EXHIBIT A.3
(Attachment 3.5) Sample Report Format

**SAN FRANCISCO INTERNATIONAL AIRPORT
REFUSE AND RECYCLABLES REPORT FORM**

Instructions for Completing and Submitting the Quarterly Report

The Report Form is to be prepared quarterly, unless otherwise specified by the Airport Contract Manager.

A. Materials collected during regular refuse and recyclables pick up service should be reported as follows:

1. **Section I.** List the monthly tonnage of all source separated recyclable and compostable materials in this section.
2. **Section II.** List the total monthly tonnage of mixed waste materials picked up from SFO and the tonnage of various recyclable and compostable materials that are separated from this material at the Contractor's facilities.
3. Under the "**Disposition**" heading in each section, briefly describe where and how each recovered material type was recycled.
4. **Section III.** Provide a summary of quarterly and cumulative annual tonnage and percentage of recycled, composted, and landfill materials in this section.
5. **Section IV.** Provide the monthly net weight of solid waste collected from each, box, bin, toter, and compactor designated by the location of these storage equipment for the following categories of solid waste:
 - a. Cardboard
 - b. Mixed paper
 - c. Food waste
 - d. Mixed aluminum, glass, plastics,
 - e. Scrap metal
 - f. Compostable materials
 - g. Mixed solid waste
 - h. Other waste materials

B. Collections which are not considered part of regularly scheduled service should be reported as "Special Pickups" under the appropriate sections. Indicate the material types that were collected and/or recovered, specify the dates of pickup, and describe disposition.

C. Documentation to substantiate all tonnage figures must be kept by the Contractor for the term of the contract. The Airport reserves the right to audit Contractor's documentation for verification purposes.

**SAN FRANCISCO INTERNATIONAL AIRPORT
QUARTERLY REFUSE AND RECYCLABLES REPORT FORM**

Period Covered From: _____ To: _____

Report Prepared By _____ Date _____

I. SOURCE SEPARATED RECYCLABLES COLLECTED

Material Type	Tons per month			Total Waste, tons	Actual or Estimated	Disposition/ Comments
	1	2	3			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
Special Pickups (if applicable)						
Total recyclables collected						

II. COMPOSTABLE and MIXED WASTE

Total tons of Mixed Waste collected _____ (B) (attach weight slips by container)

Recovered Material Type	Tons per month			Total Waste, tons	Actual or Estimated	Disposition/ Comments
	1	2	3			
1. Compostable Waste						
2. Mixed Waste						
Special Pickups (if applicable)						
Total Compostable and Mixed Waste						

III. SUMMARY OF SOLID WASTE MATERIALS COLLECTED FROM SFO

Ct. 50073.76 Solid Waste Management Services

	Tons	% of Total Collected	Annual Cumulative Tons to Date	Annual Cumulative % of Total Collected
Total Source Separated				
Total Composted				
Total Landfilled				
Total Collected				

Where landfilled _____

APPENDIX B

(Attachment 2)

SOUTH SAN FRANCISCO SCAVENGER COMPANY INC. -BID FORM

**BIDDER REQUIRED INFORMATION
ATTACHMENT 2**

BID FORM

The Bid Form Calculation shall provide SFO with the costs the Bidder will charge to complete the services described in the Services to be Provided (Attachment 3.1). This Bid Form will become the basis for the final contract compensation. While the quantities of waste are estimates and may change, the unit price provided by Contractor in this Bid Form shall be the unit price under the contract for the term of the contract.

INSTRUCTIONS

Using the following Service Items assumptions, fill out each Service Item cost/credit per unit and per year of service in the blue boxes. Please write in the number and in words to avoid any confusion. In the event of any discrepancies between the number amount and the written amount, the written amount will prevail. Service Item amounts should be the total costs to the Airport for Contractor to provide the service as described in Services to be Provided (Attachment 3.1) including Administrative, management, overhead, taxes, equipment and labor costs, and any other costs.

NOTE: This Form must be completed AS-IS to be considered responsive. Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of bid as non-responsive.

SERVICE ITEMS

The estimated combined tonnage of solid waste that will be generated at SFO during the next six (6) years is shown below. SFO, however, offers no guarantees as to the actual quantity or the composition of solid waste that will be generated at the Airport this time period.

2016-2017 11,427 tons
2017-2018 11,804 tons
2018-2019 12,100 tons
2019-2020 12,431 tons
2020-2021 12,701 tons
2021-2022 13,019 tons

Currently, SFO separates approximately 1,950 tons per year of recyclable solid waste at the Airport as shown below.

Waste Type	Annual Quantity, tons/year
Cardboard	1,000
Mixed Recyclables	600
Wood	200
Mixed Paper	150

Total	1,950
-------	-------

Contractor shall haul the source separated recyclable materials from the Airport for sale and shall haul the compostable materials directly to a composting facility. SFO also generates over 4,000 tons of compostable mixed waste that has been transported to a composting facility. SFO will require that these materials are composted by the Contractor during the term of this contract.

Service Item A - Solid Waste Management Services for 2016-2017 Contract Year (Year 1):

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1, of the IFB and service descriptions, over the twelve (12) month period for Year one (1), for the approximate quantities of waste detailed below:

Item No.	Description	Estimated 2016-2017 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2016-2017 Total Annual Cost or (Credit), Dollars
A-1	Mixed Solid Waste	4,845		
	Cost in Numerals		\$149.00	\$721,905.00
	Cost in Words		One Hundred Forty Nine Dollars	Seven Hundred Twenty One Thousand Nine Hundred Five Dollars
A-2	Compostable Solid Waste	4,305		
	Cost or (credit) in Numerals		\$149.00	\$641,445.00
	Cost or (credit) in Words		One Hundred Forty Nine Dollars	Six Hundred Forty One Thousand Four Hundred Forty Five Dollars
	Source Separated Items (Items A-3 - A-9)			
A-3	Cardboard	1,000		
	Cost or (credit) in Numerals		\$70.00	\$70,000.00
	Cost or (credit) in Words		Seventy Dollars	Seventy Thousand Dollars
A-4	Wood	480		
	Cost or (credit) in Numerals		\$113.00	\$54,240.00
	Cost or (credit) in Words		One Hundred Thirteen Dollars	Fifty Four Thousand Two Hundred Forty Dollars
A-5	Mixed Recyclables (Aluminum, Glass, Plastics)	650		

	Cost or (credit) in Numerals		\$50.00	\$32,500.00
	Cost or (credit) in Words		Fifty Dollars	Thirty Two Thousand Five Hundred Dollars
A-6	Mixed Paper	135		
	Cost or (credit) in Numerals		\$50.00	\$6,750.00
	Cost or (credit) in Words		Fifty Dollars	Six Thousand Seven Hundred Fifty Dollars
A-7	Scrap Metals	10		
	Cost or (credit) in Numerals		\$0.00	\$0.00
	Cost or (credit) in Words		Zero Dollars	Zero Dollars
A-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
A-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
	Total Cost for 2016-2017			
	Total Cost in Numerals			\$1,524,340.00
	Total Cost in Words			One Million Five Hundred Twenty Four Thousand Three Hundred Forty Dollars

Service Item B - Solid Waste Management Services for 2017-2018 Contract Year (Year 2):

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1, of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period for Year two (2) for the approximate quantities of waste detailed below:

Item No.	Description	Estimated 2017-2018 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2017-2018 Total Annual Cost or (Credit), Dollars
----------	-------------	---	------------------------------------	--

B-1	Mixed Solid Waste	5,254		
	Cost in Numerals		\$153.00	\$803,862.00
	Cost in Words		One Hundred Fifty Three Dollars	Eight Hundred Three Thousand Eight Hundred Sixty Two Dollars
B-2	Compostable Solid Waste	4128		
	Cost or (credit) in Numerals		\$153.00	\$631,584.00
	Cost or (credit) in Words		One Hundred Fifty Three Dollars	Six Hundred Thirty One Thousand Five Hundred Eighty Four Dollars
	Source Separated Items (Items B3 – B9)			
B-3	Cardboard	1,025		
	Cost or (credit) in Numerals		\$70.00	\$71,750.00
	Cost or (credit) in Words		Seventy Dollars	Seventy One Thousand Seven Hundred Fifty Dollars
B-4	Wood	492		
	Cost or (credit) in Numerals		\$116.00	\$57,072.00
	Cost or (credit) in Words		One Hundred Sixteen Dollars	Fifty Seven Thousand Seventy Two Dollars
B-5	Mixed Recyclables (Aluminum, Glass, Plastics)	812		
	Cost or (credit) in Numerals		\$50.00	\$40,600.00
	Cost or (credit) in Words		Fifty Dollars	Forty Thousand Six Hundred Dollars
B-6	Mixed Paper	82		
	Cost or (credit) in Numerals		\$50.00	\$4,100.00
	Cost or (credit) in Words		Fifty Dollars	Four Thousand One Hundred Dollars
B-7	Scrap Metals	10		
	Cost or (credit) in Numerals		\$0.00	\$0.00
	Cost or (credit) in Words		Zero Dollars	Zero Dollars
B-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
B-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)

	Total Cost for 2017-2018	
	Total Cost in Numerals	\$1,606,468.00
	Total Cost in Words	One Million Six Hundred Six Thousand Four Hundred Sixty Eight Dollars

Service Item C - Solid Waste Management Services for 2018-2019 Contract Year (Year 3):

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1, of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period for Year three (3) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2018-2019 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2018-2019 Total Annual Cost or (Credit), Dollars
C-1	Mixed Solid Waste	5,411		
	Cost in Numerals		\$158.00	\$854,938.00
	Cost in Words		One Hundred Fifty Eight Dollars	Eight Hundred Fifty Four Thousand Nine Hundred Thirty Eight Dollars
C-2	Compostable Solid Waste	4,201		
	Cost or (credit) in Numerals		\$158.00	\$663,758.00
	Cost or (credit) in Words		One Hundred Fifty Eight Dollars	Six Hundred Sixty Three Thousand Seven Hundred Fifty Eight Dollars
	Source Separated Items (Items C-3 – C-9)			
C-3	Cardboard	1,050		
	Cost or (credit) in Numerals		\$70.00	\$73,500.00
	Cost or (credit) in Words		Seventy Dollars	Seventy Three Thousand Five Hundred Dollars
C-4	Wood	500		
	Cost or (credit) in Numerals		\$119.00	\$59,500.00
	Cost or (credit) in Words		One Hundred Nineteen Dollars	Fifty Nine Thousand Five Hundred Dollars
C-5	Mixed Recyclables (Aluminum, Glass, Plastics)	830		
	Cost or (credit) in Numerals		\$50.00	\$41,500.00

	Cost or (credit) in Words		Fifty Dollars	Forty One Thousand Five Hundred Dollars
C-6	Mixed Paper	96		
	Cost or (credit) in Numerals		\$50.00	\$4,800.00
	Cost or (credit) in Words		Fifty Dollars	Four Thousand Eight Hundred Dollars
C-7	Scrap Metals	10		
	Cost or (credit) in Numerals		\$0.00	\$0.00
	Cost or (credit) in Words		Zero Dollars	Zero Dollars
C-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
C-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
Total Cost for 2018-2019				
	Total Cost in Numerals			\$1,695,496.00
	Total Cost in Words			One Million Six Hundred Ninety Five Thousand Four Hundred Ninety Six Dollars

Service Item D.- Solid Waste Management Services for 2019-2020 Contract Year (Year 4):

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1 of the IFB and service descriptions included in the Contract Documents; over the twelve (12) months period for Year four (4) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2019-2020 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2019-2020 Total Annual Cost or (Credit), Dollars
D-1	Mixed Solid Waste	5,513		
	Cost in Numerals		\$163.00	\$898,619.00
	Cost in Words		One Hundred Sixty Three Dollars	Eight Hundred Ninety Eight Thousand Six Hundred Nineteen

IFB # 50073.76 Solid Waste Management Services

				Dollars
D-2	Compostable Solid Waste	4,350		
	Cost or (credit) in Numerals		\$163.00	\$709,050.00
	Cost or (credit) in Words		One Hundred Sixty Three Dollars	Seven Hundred Nine Thousand Fifty Dollars
	Source Separated Items (Items D-3 – D-9)			
D-3	Cardboard	1,075		
	Cost or (credit) in Numerals		\$70.00	\$75,250.00
	Cost or (credit) in Words		Seventy Dollars	Seventy Five Thousand Two Hundred Fifty Dollars
D-4	Wood	515		
	Cost or (credit) in Numerals		\$123.00	\$63,345.00
	Cost or (credit) in Words		One Hundred Twenty Three Dollars	Sixty Three Thousand Three Hundred Forty Five Dollars
D-5	Mixed Recyclables (Aluminum, Glass, Plastics)	850		
	Cost or (credit) in Numerals		\$50.00	\$42,500.00
	Cost or (credit) in Words		Fifty Dollars	Forty Two Thousand Five Hundred Dollars
D-6	Mixed Paper	116		
	Cost or (credit) in Numerals		\$50.00	\$5,800.00
	Cost or (credit) in Words		Fifty Dollars	Five Thousand Eight Hundred Dollars
D-7	Scrap Metals	10		
	Cost or (credit) in Numerals		\$0.00	\$0.00
	Cost or (credit) in Words		Zero Dollars	Zero Dollars
D-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
D-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)

Totals for 2019-2020	
Total Cost in Numerals	\$1,792,064.00
Total Cost in Words	One Million Seven Hundred Ninety Two Thousand Sixty Four Dollars

Service Item E - Solid Waste Management Services for 2020-2021 Contract Year (Year 5):

Routine Solid Waste Management Services to be provided, in accordance with the Services to be provided, Attachment 3.1 of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period for Year five (5) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2020-2021 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2020-2021 Total Annual Cost or (Credit), Dollars
E-1	Mixed Solid Waste	5,579		
	Cost in Numerals		170.00	\$948,430.00
	Cost in Words		One Hundred Seventy Dollars	Nine Hundred Forty Eight Thousand Four Hundred Thirty Dollars
E-2	Compostable Solid Waste	4,480		
	Cost or (credit) in Numerals		170.00	\$761,600.00
	Cost or (credit) in Words		One Hundred Seventy Dollars	Seven Hundred Sixty One Thousand Six Hundred Dollars
Source Separated Items (Items E-3 – E-9)				
E-3	Cardboard	1,100		
	Cost or (credit) in Numerals		\$70.00	\$77,000.00
	Cost or (credit) in Words		Seventy Dollars	Seventy Seven Thousand Dollars
E-4	Wood	530		
	Cost or (credit) in Numerals		\$128.00	\$67,840.00
	Cost or (credit) in Words		One Hundred Twenty Eight Dollars	Sixty Seven Thousand Eight Hundred Forty Dollars
E-5	Mixed Recyclables (Aluminum, Glass, Plastics)	875		
	Cost or (credit) in Numerals		\$50.00	\$43,750.00

	Cost or (credit) in Words		Fifty Dollars	Forty Three Thousand Seven Hundred Fifty Dollars
E-6	Mixed Paper	60		
	Cost or (credit) in Numerals		\$50.00	\$3,000.00
	Cost or (credit) in Words		Fifty Dollars	Three Thousand Dollars
E-7	Scrap Metals	10		
	Cost or (credit) in Numerals		\$0.00	\$0.00
	Cost or (credit) in Words		Zero Dollars	Zero Dollars
E-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
E-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
Total Cost for 2020-2021				
	Total Cost in Numerals			\$1,899,120.00
	Total Cost in Words			One Million Eight Hundred Ninety Nine Thousand One Hundred Twenty Dollars

Service Item F - Supply, Bins, Boxes, Toters, and FOD Containers:

The Contractor shall supply bins, boxes toters, and Foreign Object Debris (FOD) containers in numbers needed for containing the waste materials generated between scheduled pickups at SFO. The cost of purchase and maintenance of the enumerated containers shall be included the unit cost per ton charges for solid waste management services under Service Items A through E.

Item No.	Description	Quantity	Unit Cost, Dollars/Item	Total Cost, Dollars
1	Bins (1,2,3 and 4 CY)	120		
	Cost in Numerals		No Charge	No Charge
	Cost in Words		No Charge	No Charge
2	Boxes(14, 20, and 30 CY)	20		

	Cost in Numerals		No Charge	No Charge
	Cost in Words		No Charge	No Charge
3	Total Cost Bid Item F			
	Cost in Numerals		No Charge	No Charge
	Cost in Words		No Charge	No Charge

Summary

Service Item A - Total Cost \$ 1,524,340.00
 (One Million Five Hundred Twenty Four Thousand Three Hundred Forty Dollars)

Service Item B - Total Cost \$ 1,606,468.00
 (One Million Six Hundred Six Thousand Four Hundred Sixty Eight Dollars)

Service Item C - Total Cost \$ 1,695,496.00
 (One Million Six Hundred Ninety Five Thousand Four Hundred Ninety Six Dollars)

Service Item D - Total Cost \$ 1,792,064.00
 (One Million Seven Hundred Ninety Two Thousand Sixty Four Dollars)

Service Item E - Total Cost \$ 1,899,120.00
 (One Million Eight Hundred Ninety Nine Thousand One Hundred Twenty Dollars)

Service Item F - Total Cost \$ Included (Included)

TOTAL PRICE \$ 8,517,488.00
 (Eight Million Five Hundred Seventeen Thousand Four Hundred Eighty Eight Dollars)

Service Item G - As Needed Tasks: (This Service Item will not be scored)

Contractor acknowledges and agrees that the allowances for as-needed items shall be as follows:

G-1 Compactor Repair:	\$(100,000)
G-2 Chute Repair:	\$(75,000)
G-3 Rodent Control:	\$(50,000)
G-4 Compactor Storage Area Repairs:	\$(50,000)
G-5 FOD Container Purchase:	\$(25,000)

Service Item H - Solid Waste Management Services for 2021-2022 Contract Year (Optional Year 6):

Routine Solid Waste Management Services to be provided, in accordance with the Services to be provided, Attachment 3.1 of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period for Year six (6) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2021-2022 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2021-2022 Total Annual Cost or (Credit), Dollars
H-1	Mixed Solid Waste	5,746		
	Cost in Numerals		\$182.00	\$1,045,772.00
	Cost in Words		One Hundred Eighty Two Dollars	One Million Forty Five Thousand Seven Hundred Seventy Two Dollars
H-2	Compostable Solid Waste	4,616		
	Cost or (credit) in Numerals		\$182.00	\$840,112.00
	Cost or (credit) in Words		One Hundred Eighty Two Dollars	Eight Hundred Forty Thousand One Hundred Twelve Dollars
	Source Separated Items (Items E-3 – E-9)			
H-3	Cardboard	1,125		
	Cost or (credit) in Numerals		\$75.00	\$84,375.00
	Cost or (credit) in Words		Seventy Five Dollars	Eighty Four Thousand Three Hundred Seventy Five Dollars
H-4	Wood	545		
	Cost or (credit) in Numerals		\$137.00	\$74,665.00
	Cost or (credit) in Words		One Hundred Thirty Seven Dollars	Seventy Four Thousand Six Hundred Sixty Five Dollars
H-5	Mixed Recyclables (Aluminum, Glass, Plastics)	900		
	Cost or (credit) in Numerals		\$50.00	\$45,000.00

	Cost or (credit) in Words:		Fifty Dollars	Forty Five Thousand Dollars
H-6	Mixed Paper	75		
	Cost or (credit) in Numerals		\$50.00	\$3,750.00
	Cost or (credit) in Words		Fifty Dollars	Three Thousand Seven Hundred Fifty Dollars
H-7	Scrap Metals	10		
	Cost or (credit) in Numerals		\$0.00	\$0.00
	Cost or (credit) in Words		Zero Dollars	Zero Dollars
H-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
H-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
	Total Cost for 2021-2022			
	Total Cost in Numerals			\$2,091,174.00
	Total Cost in Words		Two Million Ninety One Thousand One Hundred Seventy Four Dollars	

END OF DOCUMENT

Bond Number: 106313544

**ATTACHMENT 3.6
PERFORMANCE BOND**

Bond Premium: \$80,239.

Issued in triplicate

KNOW ALL BY THESE PRESENTS, that WHEREAS, the Airport Commission of the City and County of San Francisco, State of California, has awarded to: South San Francisco Scavenger Co., Inc.

hereinafter designated as the "Principal," a Contract by RESOLUTION NO. 16-0168, adopted on June 1, 2016 for:

San Francisco International Airport Contract No. 50073.76

Solid Waste Management Services at San Francisco International Airport

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal and

Travelers Casualty & Surety Company of America

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)
\$8,817,488.00

Eight million eight hundred seventeen thousand
four hundred eighty eight dollars

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.


(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.


IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 9 day of June, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:


Dennis J. Herrera
City Attorney

By: 
Deputy City Attorney, Deputy City Attorney

Principal South San Francisco Scavenger Co., Inc.

By: 
Douglas Butler President

Surety Travelers Casualty & Surety Company of America

By: 
David Ellis, attorney in fact

END OF DOCUMENT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230690

Certificate No. 006742705

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Ellis, and Terry Stotka

of the City of Redwood City, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo

On 6/9/16 before me, Patricia Ellis, Notary Public
(insert name and title of the officer)

personally appeared David Ellis
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Patricia Ellis* (Seal)

