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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **June 29, 2021**, in San Francisco, California, by and between **Sunset Scavenger Company (d/b/a Recology Sunset Scavenger), Golden Gate Disposal & Recycling Company (d/b/a Recology Golden Gate) and Recology San Francisco,** hereinafter referred to collectively as the "Contractor" and each a "Contractor" ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was obtained in accordance with the Office of Contract Administration Sole Source Waiver Number OCAWVR0003947 issued on December 3, 2020, and this modification is consistent therewith.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated December 1, 2020 between Contractor and City.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Article 2.** Article 2, "Term of the Agreement," of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on **December 1, 2020**, and expire on **June 30, 2021**, unless earlier terminated as otherwise provided herein.

2.2 The City has an option to extend the Agreement for an additional five months for a total contract term not to exceed one year. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

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2.1 The term of this Agreement shall commence on **December 1, 2020**, and expire on **November 30, 2021**, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

2.2 **Section 3.3.1.** Section 3.3.1, "Payment," of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole but reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists, in which case City shall pay the undisputed amount of the invoice. In no event shall the amount of this Agreement exceed **five million six hundred thousand dollars and no cents ($5,600,000.00)**. The breakdown of charges associated with this Agreement is described in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole but reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists, in which case City shall pay the undisputed amount of the invoice. In no event shall the amount of this Agreement exceed **nine million nine hundred thousand dollars and no cents ($9,900,000.00)**. The breakdown of charges associated with this Agreement is described in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendix D-1.** Appendix D-1 is hereby attached to this First Amendment and fully incorporated within the Agreement. Appendix D-1 sets forth the Uniform Commercial Rates in effect as of April 1, 2021. Contractor agrees to continue to charge City based on such rates through November 30, 2021.

2.4 **Incorporation of Recitals.** The Parties understand and agree that the recitals set forth on page one of this First Amendment are terms of this Agreement and are fully incorporated herein by this reference.

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Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:
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Carmen Chu
City Administrator

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Rosa M. Sánchez
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Rosa M. Sánchez
Deputy City Attorney

Approved:
Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

By: DocuSigned by:
Sailaja Kurella
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Sailaja Kurella

CONTRACTORS

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

DocuSigned by:
Salvatore Coniglio
444C41D60A26433...

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

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

DocuSigned by:
Salvatore Coniglio
444C41D60A26433...

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

Recology San Francisco

DocuSigned by:
Salvatore Coniglio
444C41D60A26433...

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

Appendices
D-1: Uniform Commercial Rates (Effective April 1, 2021)

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Appendix D-1
Commercial Rates
Uniform Commercial Rates
Effective April 1, 2021

Size \ Frequency	Collections per week								
	1 per week	2 per week	3 per week	4 per week	5 per week	6 per week	7 per week	Saturday	Sunday
32 - gal cart	$ 47.58	$ 95.16	$ 142.74	$ 190.32	$ 237.90	$ 292.62	$ 354.48	$ 54.72	$ 61.86
64 - gal cart	$ 95.16	$ 190.32	$ 285.48	$ 380.65	$ 475.81	$ 585.25	$ 708.96	$ 109.44	$ 123.71
96 - gal cart	$ 142.74	$ 285.48	$ 428.23	$ 570.97	$ 713.71	$ 877.86	$ 1,063.43	$ 164.15	$ 185.57
1.0 - yd bin	$ 278.29	$ 556.58	$ 834.87	$ 1,113.15	$ 1,391.44	$ 1,767.13	$ 2,268.05	$ 375.69	$ 500.92
1.5 - yd bin	$ 417.43	$ 834.87	$ 1,252.30	$ 1,669.73	$ 2,087.16	$ 2,650.69	$ 3,402.08	$ 563.53	$ 751.38
2.0 - yd bin	$ 495.51	$ 991.02	$ 1,486.53	$ 1,982.04	$ 2,477.55	$ 3,146.48	$ 4,038.41	$ 668.93	$ 891.92
2.5 - yd bin	$ 619.69	$ 1,239.39	$ 1,859.08	$ 2,478.78	$ 3,098.47	$ 3,935.06	$ 5,050.51	$ 836.59	$ 1,115.45
3.0 - yd bin	$ 691.13	$ 1,382.25	$ 2,073.38	$ 2,764.51	$ 3,455.63	$ 4,388.65	$ 5,632.68	$ 933.02	$ 1,244.03
4.0 - yd bin	$ 864.02	$ 1,728.04	$ 2,592.06	$ 3,456.08	$ 4,320.10	$ 5,486.53	$ 7,041.76	$ 1,166.43	$ 1,555.24
6.0 - yd bin	$ 1,227.07	$ 2,454.14	$ 3,681.20	$ 4,908.27	$ 6,135.34	$ 7,791.88	$ 10,000.60	$ 1,656.54	$ 2,208.72
7.0 - yd bin	$ 1,431.32	$ 2,862.65	$ 4,293.97	$ 5,725.30	$ 7,156.62	$ 9,088.91	$ 11,665.29	$ 1,932.29	$ 2,576.38

Front-Load Compactor

Size \ Frequency	Collections per week		
	Weekday	Saturday	
0.50 yds	$ 220.54	$ 242.59	$ 266.85
0.75 yds	$ 330.81	$ 363.89	$ 400.28
1.00 yds	$ 441.08	$ 485.18	$ 533.70
1.50 yds	$ 661.62	$ 727.77	$ 800.56
2.00 yds	$ 882.16	$ 970.37	$ 1,067.41
2.50 yds	$ 1,102.70	$ 1,212.96	$ 1,334.26
3.00 yds	$ 1,323.24	$ 1,455.55	$ 1,601.11
4.00 yds	$ 1,764.31	$ 1,940.73	$ 2,134.82
4.50 yds	$ 1,984.85	$ 2,183.32	$ 2,401.67
5.00 yds	$ 2,205.39	$ 2,425.91	$ 2,668.52
6.00 yds	$ 2,646.47	$ 2,911.10	$ 3,202.23

Cardboard

Based on the below requirements, the charge for cardboard pickup is $14.83 per pickup.
This charge only applies to materials not complying with setout requirements for the cardboard collection program.

Cardboard Setout Requirements

- You must have an active refuse collection account to receive cardboard or any other recycling service.
- Cardboard must be placed in a recycling bin (with the lid closed), cardboard box, or paper bags not exceeding 2 feet in any dimension (8 cubic feet) on your service day.
- Customers with excess cardboard placed beside a bin will be charged $14.83 per 8 cubic feet of materials.

Provisions and Requirements

- The Commercial rates are effective April 1, 2021 through June 30, 2021. Actual rates charged to any individual customer is a function of the specific composition of services.
- The below rates apply to carts located outside.
- For carts located inside:
  - Less than 100 feet from the curb will be charged 10% more.
  - More than 100 feet from the curb will be charged 25% more.
- Carts located 4 feet or more above or below ground level will be charged 25% more.
- An access charge in the amount of $13.97 will be applied for every pickup in a week, except for Front Loader Compactors.
- Commercial rates include the following components:
  - Discount equals volumetric diversion rate ([Recycling + Composting]/Total Volume) less 25% (75% Diversion - 25% = 50% Discount)
  - Charges for premium services, such as key, distance and elevation charges are not subject to discounts
- Rates listed above are for 32 gallon carts up to 45 pounds. Any weight exceeding 45 pounds will be charged an additional $0.1002 per pound.
- Rates listed above are for 64 gallon carts up to 90 pounds. Any weight exceeding 90 pounds will be charged an additional $0.1002 per pound.
- Rates listed above are for 96 gallon carts up to 135 pounds. Any weight exceeding 135 pounds will be charged an additional $0.1002 per pound.
- Uncompacted weight: 300 pounds per yard, plus $9.73 per 100 pounds ($0.1002 per pound) over 300 pounds.
- Compacted weight: 450 pounds per yard, plus $9.73 per 100 pounds ($0.1002 per pound) over 450 pounds.

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Appendix D-1
Compact Rates
Uniform Compactor Rates
Effective April 1, 2021

Notes

- The Compactor Rates are effective April 1, 2021 through June 30, 2021. Actual rates charged to any individual customer is a function of the specific composition of services.

Disposal Charges

$200.51 per ton
$0.10 per pound
$200.51 per ton overweight charge
$0.10 per pound overweight charge

Transportation Charges

Zone 1 $ 481.70

Communities	Zip Codes
Hunters Pt. & Bayview	94124
Mission District/Bernal Heights	94110
Potrero Hill (South of 20th St.)	94107
Visitacion Valley/Portola	94134
Ingleside/Excelsior	94112

Zone 2 $ 722.55

Communities	Zip Codes
Noe Valley/Eureka Valley	94114 & 94115
Sunset Dist. (East of Sunset Blvd.)	94122
Diamond Heights/Glen Park	94131
Parkside/Forest Hill	94416 & 94118
West Portal/Westwood Park	94127
Lakeside/Stonestown	94132
Potrero Hill (North of 20th St.)	94107

Zone 3 $ 842.98

Communities	Zip Codes
Marina/Cow Hollow	94123
Fishermans Wharf/North Beach/Russian Hill	94109 & 94133
Financial District/SOMA	94103, 94104, 94105 & 94111
Downtown/Civic Center	94102 & 94108

Zone 4 $ 963.40

Communities	Zip Codes
Haight Ashbury	94117
UC Med. Center	94143
Presidio/Laurel Heights	94118 & 94129
Richmond/Seacliff	94121
Sunset Dist. (West of Sunset Blvd.)	94122
Treasure Island	94130

^ additional fees maybe applied for excess wait time, etc.

Container Rotation Charge

279.31

Rate Calculation

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

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Appendix D-1

Debris Box Rates

Uniform Debris Box Rates

Effective April 1, 2021

Notes

- Debris box Rates are effective April 1, 2021 through June 30, 2021. Actual rates charged to any individual customer is a function of the specific composition of services.
- Debris boxes used for regular ongoing trash, recycling, or composting service qualify toward the volumetric diversion discount.

Regulated Debris Box Rates

Size \ Frequency	Weekdays	Weekends & Holidays
14 yd	$ 944.30	add 15%
20 yd	$ 1,097.59	add 15%
30 yd	$ 1,184.11	add 15%

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Appendix D-1
Recology Golden Gate
Recology Sunset Scavenger
Extra Services Price Sheet Effective April 1, 2021

Description			Price		
Cardboard			Commercial cardboard		
			Mon-Fri	Saturday	Sunday
Resi $4.93		Apt $4.93	$14.83	$16.70	$18.88
Residential - extra bag/cart			Mon-Fri	Saturday	Sunday
Garbage					
Less than 32-gallons			$2.21	n/a	n/a
32-gallons			$4.42	n/a	n/a
64-gallons			$8.84	n/a	n/a
96-gallons			$13.25	n/a	n/a
Apartment - extra bag/cart					
All commodities					
Less than 32-gallons			$4.24	$7.42	$11.65
32-gallons			$8.47	$14.83	$23.31
64-gallons			$16.95	$29.67	$46.61
96-gallons			$25.43	$44.50	$69.92
per yard			$160.48	$120.36	$280.84
Commercial - extra bag or cart					
All commodities					
32-gallons			$15.61	$21.07	$28.10
64-gallons			$29.77	$40.19	$53.58
96-gallons			$41.96	$56.65	$75.53
per yard			$64.27	$86.77	$115.69
per compacted yard			$101.86	$112.05	$123.25
Maintenance/cart replacement					
Cart replacement			$112.78	n/a	n/a
Container exchange			$231.15	n/a	n/a
Compactor wash out			$344.85	n/a	n/a
			$137.94	per hour with 2.5 hour minimum	

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Appendix D-1

Recology San Francisco
Schedule A
Tipping Fee
Effective July 1, 2020

Description of Monthly Charge	Charge
Tipping Fee	
Per ton delivered to RSF facilities	$200.51