

CAL POLY

SAN LUIS OBISPO

CONTRACT NUMBER
2000008750

THIS AGREEMENT is made and entered on the 1st day of November, 2016, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting office, hereinafter called the University, and **San Luis Garbage Company** hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services as follows:

Contractor agrees to furnish all materials, tools, labor and equipment necessary to provide **SOLID WASTE, RECYCLING, AND COMPOST MANAGEMENT SERVICES** at the campus of California Polytechnic State University, San Luis Obispo in accordance with the Exhibits listed herein and made a part of this agreement by mention thereto:

- Exhibit A – General Provisions for Services, consisting of eight (8) pages;
- Exhibit A1 – Special Provisions, consisting of ~~one (1) page~~ *2 pages* *SL*
- Exhibit B – Scope of Service, consisting of two (2) pages;
- Exhibit C - Listing of Bins/Locations & Pricing, consisting of five (5) pages

Term of Agreement November 1, 2016 – October 31, 2031 with the option to renew one (5) year extension based on mutual agreement by both parties.

Payments shall be paid in arrears monthly upon presentation of itemized invoices to the State Accounts Payable office that have been approved by a designated department representative.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written

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| TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY UNIVERSITY Cal Poly State University, San Luis Obispo BY (AUTHORIZED SIGNATURE) <i>X</i> <i>Suzanne LaCaro</i> Date <i>10-31-2016</i> PRINTED NAME OF PERSON SIGNING Suzanne LaCaro TITLE Director, Strategic Business Services | CONTRACTOR CONTRACTOR San Luis Garbage Company BY (AUTHORIZED SIGNATURE) <i>X</i> <i>Mike Dean</i> Date <i>10-31-16</i> PRINTED NAME AND TITLE OF PERSON SIGNING <i>Mike Dean, Division Vice President</i> ADDRESS 4388 Old Santa Fe Road, San Luis Obispo, CA 93401 |
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| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY (CODE AND TITLE) | FUND |
| - | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTACT | (OPTIONAL USE) | |
| \$ | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM | CHAPTER |
| \$ | | |
| | STATUTE | FISCAL YEAR |
| | | 12/13 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) | |
| | SL | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

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| | T.B.A. NO. | B.R. NO. |
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General Provision for Services revised 10/31/2016

1. Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.
2. **Contract Alterations & Integration**
No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.
3. **Severability**
Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, [the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.
4. **Independent Status**
Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.
5. **Governing Law**
To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California
6. **Contractor's Power and Authority**
Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.
7. **Assignments**
Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.
8. **Personnel**
Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.
9. **Waiver of Rights**
Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.
10. **Time**
Time is of the essence in the performance of this Contract.
11. **Entire Contract**
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.
12. **Appropriation of Funds**

(a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.

(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

Each party hereto has the right to cancel this Contract at any time and without future financial obligation upon one hundred twenty (120) days written notice to the other party

14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand. NO termination shall occur unless and until CSU provides written notice of default to Contractor and Contractor fails to cure the default within ten (10) days of its receipt of the written notice.

15. Rights and Remedies of CSU for Default

(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.

(b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.

(c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.

(d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

(i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and

(ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

(i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

(ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned

automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) C coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees by Contractor.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

- (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
 - \$2,000,000 General Aggregate
 - \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
- (ii) Business Automobile Liability Insurance-Limits of Liability
 - \$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. See Supplemental Provisions, Exhibit A1, item #1 for common carrier transportation insurance per Executive Order 1041. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as required in Article 4.06-d, Amounts of Insurance, subdivision (2).

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Article shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

(a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.

(b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.

(c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after

(i) the performance completion date of services each month; or

(ii) receipt of an undisputed invoice, whichever is later undisputed amounts shall be paid promptly. Late payment penalties shall not apply to this Contract.

(d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data

(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

(b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:

(1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

25. Patent, Copyright, and Trade Secret Indemnity

(a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.

- (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
- (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of an Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practiced or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.
- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by

- (a) the Office of the University Auditor, and
- (b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract as long as Contractor continues to receive monthly payments for series rendered. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
 - (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
 - (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provision of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or

under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

(c) Except as prohibited by law, the restrictions of this Section will not apply:

(i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or

(ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

(d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

(a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations

(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:

(i) the dangers of drug abuse in the workplace;

(ii) the person's or organization's policy of maintaining a drug-free workplace;

(iii) any available counseling, rehabilitation and employee assistance programs; and,

(iv) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed or resulting Contract:

(i) will receive a copy of the company's drug-free policy statement; and,

(ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority

Cited: Government Code Section 8350-8357

36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

(a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.

(b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(c), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

(a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

43. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation

(a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)

(b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:

(1) the name and address of the DVBE(s) who participated in the performance of the Contract;

(2) the total amount the prime Contractor received under the Contract; and

(3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

Special Provisions

1. The initial pricing under this agreement shall be fixed for a period of 3 years, (except as set forth in section 2 and 3) with no adjustment for a change in the Consumer Price Index (CPI). At the commencement of each year thereafter, the rates shall be adjusted annually for the increase in the CPI. The CPI used for future adjustments is the average of the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County Metropolitan Area and the San Francisco-Oakland-San Jose Metropolitan Area. By way of example if the CPI for the Los Angeles-Riverside-Orange County Metropolitan Area is 0.8% and the CPI for the San Francisco-Oakland-San Jose Metropolitan Area is 1.6% then the average CPI used to adjust the rates under this agreement is 1.2%. Annual price increases commencing in year 5 shall be limited to this CPI with the exception of changes in those costs that are not controllable by the Contractor as described below. Costs not controllable by the contractor include pass-through costs and costs resulting from changes in law or regulations.
2. This Agreement provides that the Contractor's rates may be adjusted annually throughout the terms of this agreement for any increase in Contractor costs resulting from an increase in the costs associated with the disposal of solid waste, the processing of recyclables or the processing of organics.
3. This Agreement provides that the Contractor's rates may be adjusted annually throughout the terms of this agreement for any increase in operating costs and/or expenses incurred by Contractor in connection with: (1) new taxes, licensing fees, surcharges or other government-imposed charges; (2) increases in existing taxes, licensing fees, surcharges or other government-imposed charges; (3) the adoption of new laws (including, without limitation, environmental laws), rules, regulations or permit conditions; (including, without limitation, new waste management, recycling, composting or other waste diversion programs); or (4) changes in existing laws (including, without limitation, environmental laws), rules, regulations or permit conditions; (including, without limitation, changes to existing recycling, composting or other waste diversion programs).
4. WASTE MATERIALS: The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by CSU at the locations specified herein (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and CSU agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). CSU agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by CSU to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any

representation to CSU regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

5. TITLE: Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with CSU.
6. RESPONSIBILITY FOR EQUIPMENT: Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, CSU acknowledges that it has care, custody and control of the equipment while at CSU's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. CSU agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. CSU agrees to provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified herein or provided in relation hereto.
7. DAMAGE TO PAVEMENT: CSU warrants that CSU's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services.
8. BREACH, SUSPENSION AND TERMINATION FOR CAUSE: If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.
9. EXCUSED PERFORMANCE: Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse CSU's performance hereunder.

Scope of Services

Waste, Recycle, Organic Management Services

A. Standards for Dumpster and Wheelers

1. At the end of the useful life of the dumpster/wheelers currently in service, any replacement containers shall use the following color scheme - Blue = Recycle, Grey/Black/Brown = Landfill, Green = Compost;
2. At the end of the useful life of the dumpsters/wheelers currently in service, any replacement containers shall be made from plastic material, if the use of plastic does not impact services;
3. Contractor will permit the University to apply signage, markings, and attach RFID tags to dumpsters and wheelers;
4. After tipping the dumpsters and wheelers, the Contractor will return the equipment to its designated location and remove any excess debris from tipping;
5. When possible, contractor should provide front loading dumpsters to reduce frequency of service to the University.

B. Washing of Dumpsters and Wheelers

1. Annually, preferably in the summer months, Contractor will wash all dumpsters and wheelers off-site and return to its designated location.
2. Quarterly, Contractor will wash all dumpsters and wheelers in food service areas off-site and return to its designated location.

C. Data Collection

1. Contractor will install a scale on front loading trucks and possibly on rear load trucks (e.g. LOADMAN Load Management). University will procure the scale and software. Waste Connections will assume the responsibility of maintaining the equipment once installed on the truck(s).
2. In the future, University would like to explore the following in order to track volume/fullness data. The hope is this provision will provide greater visibility and assist with waste composition assessment.
 - Contractor will add a camera to front loading trucks / possibly rear load trucks
3. Contractor will add locational identification to dumpsters - RFID tag all dumpsters / possibly wheelers
4. Contractor will allow the University to track weight, content, location, route, date/time, and other related data. The purpose of this provision is to enable the University to collect and have rights to all related waste management information with the intention to minimize cost and maximize diversion.

5. Contractor will supply all requested data on no less than a monthly basis (data preferably accessible through an online portal on a more frequent basis (e.g. in near real-time). University will provide direction on what types of data needs to be provided.

D. Service & Scheduling

1. On a daily basis, Contractor will haul all waste and recycling off campus. This may change at specific times of the year and will be communicated per item D2.
2. Organics (food waste) will be in the same kitchen top collection bins as the city and collection service.
3. University reserves the right to request updates to location, size, and frequency 15 days prior to the end of the billing cycle. Contractor will reflect the change at the beginning of the following billing cycle.
4. University will communicate location, size, and frequency changes via email to:
 - a. calpoly-slogarbage@wasteconnections.com
5. Annually, the Contractor will provide an updated schedule of costs for types of standard service for landfill, recycling, and compost.
6. Annually, University and Contractor will review and negotiate an updated schedule of costs for special requests.
7. Contractor will maintain current schedule of collecting recycling 3 times per week with the intent of as the University's recycling trends increase Contractor will increase recycle front loader collection to 5 or 6 days per week.
8. Whenever possible, Contractor will use separate recycle and landfill front loader trucks.
9. Whenever possible, Contractor will provide landfill and recycle service concurrently during campus core servicing.
10. **University will provide Contractor with the following types of schedules which will be developed, maintained, and implemented to minimize "special service requests"**
 - a. Document Service schedule - Fall through Spring Sessions
 - b. Document Service schedule - Peak Event Schedules
 - c. Document Service schedule - Summer/Breaks Scheduling
11. **The following daily service times shall be maintained:**
 - a. Housing service may not start before 9 am
 - b. Campus Core - service must be completed before 8am

E. Performance

1. University and Contractor will work together on improving the recycling diversion rate. It is the University' goal to obtain the following:

| Recycling diversion rate | Recycling Price Escalator |
|---------------------------------|----------------------------------|
| 15%+ | 50% of landfill (current) |
| 30%+ | 55% of landfill |
| 40%+ | 60% of landfill |
| 60%+ | 65% of landfill |

| | |
|------|-----------------|
| 80%+ | 75% of landfill |
|------|-----------------|

2. Service Performance Evaluations –Quarterly

| Service | Standard | Evaluation Criteria/Grade |
|------------------|--|----------------------------------|
| Time | Core service completed 8 am | |
| Time | Housing service start after 9am | |
| Schedule | Follow active service schedule | |
| Schedule Changes | Requested changes implemented at beginning of next billing period and billed correctly | |
| Data | Data gaps? | |
| Data | Data up to date and accessible | |
| Standards | After tipping the dumpsters and wheelers, the Contractor will return the equipment to its designated location and remove any excess debris from tipping; | |
| Others? | Contractor provides solutions to enhance services and reduce tipping charges if containers are not full | |

Cal Poly's Contract Administrator
 Scott Loosely
 Facilities Services
 805-756-2819

Cal Poly Facilities - Schedule of Service

Exhibit C - Fixed Pricing 11/1/2016-10/31/2019

UPDATED 9/28/2016

| Billing Name | Account# | ServiceName | Service Code | Description | Days | Rate | Units | Total Amount |
|-------------------------|--------------|-----------------------------|--------------|-----------------------|---------|--------|-------|--------------|
| CPU ASI | 10089643-002 | CPU CHILD CARE CENTER (133) | C2YD2 | 2YD 2X WEEKLY | T F | 109.00 | 1 | 109.00 |
| CPU ASI | 10089643-003 | CPU UNIVERSITY UNION (65) | C1.6YD4Y | 1.6YD RECYCLE 4X WKLY | M W H S | 78.54 | 3 | 235.62 |
| CPU ASI | 10089643-003 | CPU UNIVERSITY UNION (65) | C4YD6 | 4YD 6X WEEKLY | M-S | 429.00 | 2 | 858.00 |
| CPU ASI | 10089643-004 | CPU REC CENTER - 43 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU ASI | 10089643-004 | CPU REC CENTER - 43 | C3YD2Y | 3YD RECYCLE 2X WEEKLY | T F | 68.57 | 1 | 68.57 |
| CPU ASI | 10089643-004 | CPU REC CENTER - 43 | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU ASI | 10089643-005 | CPU MAC CENTER - 43 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU ASI | 10089643-005 | CPU MAC CENTER - 43 | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| SUBTOTAL | | | | | | | | 1,833.79 |
| SLO CO IWMA 2% | | | | | | | | 36.66 |
| BILLING | | | | | | | | \$ 1,870.47 |
| CPU POLY CANYON VILLAGE | 10089644-002 | CPU ALISO | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-002 | CPU ALISO | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-003 | CPU BUENA VISTA | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-003 | CPU BUENA VISTA | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU POLY CANYON VILLAGE | 10089644-004 | CPU BUENA VISTA WEST | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-004 | CPU BUENA VISTA WEST | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-005 | CPU CORRALITOS | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-005 | CPU CORRALITOS | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU POLY CANYON VILLAGE | 10089644-006 | CPU DOVER | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-006 | CPU DOVER | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-007 | CPU ESTRELLA | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-007 | CPU ESTRELLA | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-008 | CPU FOXEN | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-008 | CPU FOXEN | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU POLY CANYON VILLAGE | 10089644-009 | CPU GYPSUM | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-009 | CPU GYPSUM | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-010 | CPU HUASNA | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-010 | CPU HUASNA | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-011 | CPU INYO | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-011 | CPU INYO | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU POLY CANYON VILLAGE | 10089644-012 | CPU POOL | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU POLY CANYON VILLAGE | 10089644-012 | CPU POOL | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| SUBTOTAL | | | | | | | | 9,659.77 |
| SLO CO IWMA 2% | | | | | | | | 193.20 |
| BILLING | | | | | | | | \$ 9,852.97 |
| CPU CERRO VISTA APTS | 10089645-002 | CPU CABRILLO | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU CERRO VISTA APTS | 10089645-003 | CPU HOLLISTER | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 1 | 389.16 |
| CPU CERRO VISTA APTS | 10089645-004 | CPU ROMAUDDO | C3YD6 | 3YD 6X WEEKLY | M-S | 338.75 | 2 | 677.50 |
| CPU CERRO VISTA APTS | 10089645-004 | CPU ROMAUDDO | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU CERRO VISTA APTS | 10089645-005 | CPU BISHOP | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| CPU CERRO VISTA APTS | 10089645-006 | CPU ISLAY | C3YD7 | 3YD 7X WEEKLY | M-U | 389.16 | 2 | 778.32 |
| SUBTOTAL | | | | | | | | 4,179.94 |
| SLO CO IWMA 2% | | | | | | | | 83.60 |
| BILLING | | | | | | | | \$ 4,263.54 |

| | | | | | | | | |
|--------------------|--------------|------------------------------|--------|------------------------|-------|--------|----|----------|
| CPU ORIGINAL DORMS | 10089646-002 | CPU NORTH MTN -SHASTA | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-003 | CPU NORTH MTN -DIABLO | C86GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-004 | CPU NORTH MTN -LASSEN | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-005 | CPU NORTH MTN -PALOMAR | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-006 | CPU NORTH MTN -WHITNEY | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-007 | CPU SOUTH MTN -TRINITY | G32A | XTRA 32GAL GREEN WASTE | Xtra | 5.50 | 15 | 82.50 |
| CPU ORIGINAL DORMS | 10089646-007 | CPU SOUTH MTN -TRINITY | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU ORIGINAL DORMS | 10089646-007 | CPU SOUTH MTN -TRINITY | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-007 | CPU SOUTH MTN -TRINITY | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-008 | CPU SOUTH MTN -SANTA LUCIA | G32A | XTRA 32GAL GREEN WASTE | Xtra | 5.50 | 15 | 82.50 |
| CPU ORIGINAL DORMS | 10089646-008 | CPU SOUTH MTN -SANTA LUCIA | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU ORIGINAL DORMS | 10089646-008 | CPU SOUTH MTN -SANTA LUCIA | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-008 | CPU SOUTH MTN -SANTA LUCIA | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-009 | CPU SOUTH MTN -MUIR | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU ORIGINAL DORMS | 10089646-009 | CPU SOUTH MTN -MUIR | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-009 | CPU SOUTH MTN -MUIR | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-C10 | CPU SOUTH MTN -SEQUOIA | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-010 | CPU SOUTH MTN -SEQUOIA | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-011 | CPU SOUTH MTN -FREMONT | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-011 | CPU SOUTH MTN -FREMONT | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 26 | 2,129.14 |
| CPU ORIGINAL DORMS | 10089646-011 | CPU SOUTH MTN -FREMONT | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-012 | CPU SOUTH MTN -TENAYA | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-012 | CPU SOUTH MTN -TENAYA | C4YD6Y | 4YD RECYCLE 6X WEEKLY | M-S | 214.50 | 1 | 214.50 |
| CPU ORIGINAL DORMS | 10089646-013 | CPU SIERRA MADRE TOWER 0 | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-013 | CPU SIERRA MADRE TOWER 0 | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-014 | CPU SIERRA MADRE TOWER 1 | C3YD7 | 3YD 7X WEEKLY | M-U | 369.16 | 1 | 369.16 |
| CPU ORIGINAL DORMS | 10089646-014 | CPU SIERRA MADRE TOWER 1 | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-015 | CPU SIERRA MADRE TOWER 2 | C3YD7 | 3YD 7X WEEKLY | M-U | 369.16 | 1 | 369.16 |
| CPU ORIGINAL DORMS | 10089646-015 | CPU SIERRA MADRE TOWER 2 | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-016 | CPU SIERRA MADRE TOWER 3 | C3YD7 | 3YD 7X WEEKLY | M-U | 369.16 | 1 | 369.16 |
| CPU ORIGINAL DORMS | 10089646-016 | CPU SIERRA MADRE TOWER 3 | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-017 | CPU SIERRA MADRE TOWER 4 | C3YD7 | 3YD 7X WEEKLY | M-U | 369.16 | 1 | 369.16 |
| CPU ORIGINAL DORMS | 10089646-017 | CPU SIERRA MADRE TOWER 4 | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-018 | CPU SIERRA MADRE MAIN LOUNGE | C4YD7 | 4YD 7X WEEKLY | M-U | 494.66 | 1 | 494.66 |
| CPU ORIGINAL DORMS | 10089646-018 | CPU SIERRA MADRE MAIN LOUNGE | C4YD3Y | 4YD RECYCLE 3X WEEKLY | M H S | 116.03 | 1 | 116.03 |
| CPU ORIGINAL DORMS | 10089646-019 | CPU YOSEMITE TOWER 0 | C2YD7 | 2YD 7X WEEKLY | M-U | 290.72 | 1 | 290.72 |
| CPU ORIGINAL DORMS | 10089646-020 | CPU YOSEMITE TOWER 1 | C2YD7 | 2YD 7X WEEKLY | M-U | 290.72 | 1 | 290.72 |
| CPU ORIGINAL DORMS | 10089646-021 | CPU YOSEMITE TOWER 2 | C2YD7 | 2YD 7X WEEKLY | M-U | 290.72 | 1 | 290.72 |
| CPU ORIGINAL DORMS | 10089646-022 | CPU YOSEMITE TOWER 3 | C2YD7 | 2YD 7X WEEKLY | M-U | 290.72 | 1 | 290.72 |
| CPU ORIGINAL DORMS | 10089646-023 | CPU YOSEMITE TOWER 4 | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-024 | CPU YOSEMITE TOWER 5 | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-025 | CPU YOSEMITE TOWER 6 | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-026 | CPU YOSEMITE TOWER 7 | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-027 | CPU YOSEMITE TOWER 8 | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-028 | CPU YOSEMITE TOWER 9 | C96GL7 | 96GAL 7X WEEKLY | M-U | 81.89 | 2 | 163.78 |
| CPU ORIGINAL DORMS | 10089646-029 | CPU MAIN LOUNGE | C2YD7 | 2YD 7X WEEKLY | M-U | 290.72 | 1 | 290.72 |

SUBTOTAL 12,835.38
SLO CO IWMA 2% 266.71
BILLING \$ 13,082.09

| | | | | | | | | |
|------------------------|--------------|-------------------------|-------|---------------|-------|--------|---|--------|
| CPU STATE GENERAL FUND | 10089647-002 | CPU ADMIN -001 (LOCKED) | C3YD3 | 3YD 3X WEEKLY | M H S | 167.53 | 1 | 167.53 |
|------------------------|--------------|-------------------------|-------|---------------|-------|--------|---|--------|

| | | | | | | | | |
|------------------------|--------------|------------------------------------|---------|-----------------------|-------|--------|---|--------|
| CPU STATE GENERAL FUND | 10089647-003 | CPU AERO HANGAR -004 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-004 | CPU AG ENGINEERING SHOPS -008 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 3 | 411.39 |
| CPU STATE GENERAL FUND | 10089647-005 | CPU AGRICULTURE BLDG -010 | C3YD5 | 3YD 5X WEEKLY | T-S | 288.34 | 1 | 288.34 |
| CPU STATE GENERAL FUND | 10089647-006 | CPU ALUMNI HOUSE -028 | C2YD3 | 2YD 3X WEEKLY | M H S | 145.36 | 1 | 145.36 |
| CPU STATE GENERAL FUND | 10089647-007 | CPU ANIMAL NUTRITION -154 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-008 | CPU ARCH CLASSROOM BLDG -005 | C4YD5 | 4YD 5X WEEKLY | T-S | 363.35 | 1 | 363.35 |
| CPU STATE GENERAL FUND | 10089647-009 | CPU BAGE 02/03 | C3YD5 | 3YD 5X WEEKLY | T-S | 288.34 | 2 | 576.68 |
| CPU STATE GENERAL FUND | 10089647-010 | CPU BEC -059 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-011 | CPU BEEF PAVILION AREA -016 | C1YD1 | 1YD 1X WEEKLY | M | 58.62 | 1 | 58.62 |
| CPU STATE GENERAL FUND | 10089647-012 | CPU BONDERSOON BLDG -197 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 1 | 137.13 |
| CPU STATE GENERAL FUND | 10089647-013 | CPU CHASE HALL -115 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 1 | 137.13 |
| CPU STATE GENERAL FUND | 10089647-014 | CPU CHORRO RANCH NW CUESTA COLLEGE | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-015 | CPU COMPUTER / ENGINEERING 14/21 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU STATE GENERAL FUND | 10089647-016 | CPU CROPS UNITS -017 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-017 | CPU DAIRY SCIENCE -018 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-017 | CPU DAIRY SCIENCE -018 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-018 | CPU DAIRY SCIENCE -018A | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-018 | CPU DAIRY SCIENCE -018A | C3YD1 | 3YD 1X WEEKLY | M | 43.37 | 1 | 43.37 |
| CPU STATE GENERAL FUND | 10089647-019 | CPU DEXTER BLDG -034 | C3YD6 | 3YD 6X WEEKLY | M-S | 338.75 | 2 | 677.50 |
| CPU STATE GENERAL FUND | 10089647-020 | CPU EDDES -188 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-021 | CPU ENGINEERING -41/192 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 2 | 274.26 |
| CPU STATE GENERAL FUND | 10089647-022 | CPU ENGINEERING SERVICES -40 | C4YD2 | 4YD 2X WEEKLY | T F | 109.00 | 1 | 109.00 |
| CPU STATE GENERAL FUND | 10089647-023 | CPU ENGINEERING BLDG -013 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-024 | CPU ENGR. EAST -020 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU STATE GENERAL FUND | 10089647-025 | CPU ENGR. WEST -021 | C2YD3 | 2YD 3X WEEKLY | M H S | 145.36 | 1 | 145.36 |
| CPU STATE GENERAL FUND | 10089647-026 | CPU ESCUELA RANCH | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-026 | CPU ESCUELA RANCH | C4YD1 | 4YD 1X WEEKLY | M | 100.79 | 1 | 100.79 |
| CPU STATE GENERAL FUND | 10089647-027 | CPU FARM SHOP -009 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-028 | CPU FISHER SCIENCE -033 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU STATE GENERAL FUND | 10089647-029 | CPU FOOD PROCESSING -024 | C3YD5 | 3YD 5X WEEKLY | T-S | 288.34 | 1 | 288.34 |
| CPU STATE GENERAL FUND | 10089647-030 | CPU GRAPHIC ARTS -028 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-031 | CPU HEALTH CENTER -027 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 1 | 137.13 |
| CPU STATE GENERAL FUND | 10089647-032 | CPU HERDSMAN HALL -016 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-033 | CPU JESPERSEN -116/HERON -117 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 1 | 137.13 |
| CPU STATE GENERAL FUND | 10089647-034 | CPU KENNEDY LIBRARY -035 | C3YD6 | 3YD 6X WEEKLY | M-S | 338.75 | 1 | 338.75 |
| CPU STATE GENERAL FUND | 10089647-034 | CPU KENNEDY LIBRARY -035 | C4YD6 | 4YD 6X WEEKLY | M-S | 429.00 | 1 | 429.00 |
| CPU STATE GENERAL FUND | 10089647-034 | CPU KENNEDY LIBRARY -035 | C4YD3C8 | 4YD CARDBOARD 3X WKLY | M H S | - | 2 | - |
| CPU STATE GENERAL FUND | 10089647-035 | CPU MATH/HOME EC -038 | C2YD5 | 2YD 5X WEEKLY | T-S | 218.04 | 1 | 218.04 |
| CPU STATE GENERAL FUND | 10089647-036 | CPU MEAT PROCESSING -155 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-037 | CPU MUSIC DEPARTMENT | C3YD2Y | 3YD RECYCLE 2X WEEKLY | T F | 68.57 | 1 | 68.57 |
| CPU STATE GENERAL FUND | 10089647-037 | CPU MUSIC DEPARTMENT | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU STATE GENERAL FUND | 10089647-038 | CPU MUSIC -044/SPEECH/DRAMA -045 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-039 | CPU O.H. UNIT -048 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 2 | 375.06 |
| CPU STATE GENERAL FUND | 10089647-040 | CPU PARKER RANCH HOUSE -017-2 | C1YD1 | 1YD 1X WEEKLY | M | 58.62 | 1 | 58.62 |
| CPU STATE GENERAL FUND | 10089647-041 | CPU PARKING -G1 | C2YD2 | 2YD 2X WEEKLY | T F | 109.00 | 1 | 109.00 |
| CPU STATE GENERAL FUND | 10089647-041 | CPU PARKING -G1 | C2YD1Y | 2YD RECYCLE 1X WEEKLY | M | 36.34 | 1 | 36.34 |
| CPU STATE GENERAL FUND | 10089647-042 | CPU PERFORMING ARTS CENTER -06 | C3YD2Y | 3YD RECYCLE 2X WEEKLY | T F | 68.57 | 1 | 68.57 |
| CPU STATE GENERAL FUND | 10089647-042 | CPU PERFORMING ARTS CENTER -06 | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU STATE GENERAL FUND | 10089647-042 | CPU PERFORMING ARTS CENTER -06 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-043 | CPU PHYSICAL ED MOTT GYM -042 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU STATE GENERAL FUND | 10089647-043 | CPU PHYSICAL ED MOTT GYM -042 | C3YD2Y | 3YD RECYCLE 2X WEEKLY | T F | 68.57 | 1 | 68.57 |
| CPU STATE GENERAL FUND | 10089647-043 | CPU PHYSICAL ED MOTT GYM -042 | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU STATE GENERAL FUND | 10089647-044 | CPU POLY HOUSE (PRESIDENTY) -051 | C96GL1 | 96GAL 1X WEEKLY | M | 23.91 | 2 | 47.82 |

| | | | | | | | | |
|--------------------------------|--------------|-----------------------------------|----------|-----------------------|-------|--------|-----|--------------|
| CPU STATE GENERAL FUND | 10089647-045 | CPU POULTRY -150 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 2 | 173.50 |
| CPU STATE GENERAL FUND | 10089647-047 | CPU RODEO | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-048 | CPU ROSE FLOAT | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-049 | CPU SCIENCE A WING -052 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-050 | CPU SCIENCE NORTH -053 | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-051 | CPU SPORTS COMPLEX | C4YD3 | 4YD 3X WEEKLY | M H S | 232.07 | 1 | 232.07 |
| CPU STATE GENERAL FUND | 10089647-052 | CPU CRANDALL GYM -060 | C3YD6 | 3YD 6X WEEKLY | M-S | 338.75 | 3 | 1,016.25 |
| CPU STATE GENERAL FUND | 10089647-052 | CPU CRANDALL GYM -060 | C3YD3Y | 3YD RECYCLE 3X WEEKLY | M H S | 93.77 | 1 | 93.77 |
| CPU STATE GENERAL FUND | 10089647-053 | CPU STUDENT SERVICES -124 | C2YD3 | 2YD 3X WEEKLY | M H S | 145.36 | 1 | 145.36 |
| CPU STATE GENERAL FUND | 10089647-054 | CPU SWINE UNIT -058 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-055 | CPU THOROUGHbred UNIT -032 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU STATE GENERAL FUND | 10089647-056 | CPU TRANSPORTATION SERVICES -071 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-057 | CPU VET HOSPITAL -057 | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-058 | CPU WEB LAB (028) FRONT | C2YD5 | 2YD 5X WEEKLY | T-S | 218.04 | 1 | 218.04 |
| CPU STATE GENERAL FUND | 10089647-059 | CPU WELDING -58 & PD 36 | C2YD2 | 2YD 2X WEEKLY | T F | 109.00 | 1 | 109.00 |
| CPU STATE GENERAL FUND | 10089647-060 | CPU CHEDA RANCH -121 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPU STATE GENERAL FUND | 10089647-061 | CPU DAIRY SCIENCE -018F | C2YD1 | 2YD 1X WEEKLY | M | 72.68 | 1 | 72.68 |
| CPU STATE GENERAL FUND | 10089647-062 | CPU FACILITIES YARD -BLDG 70 | C4YD1Y | 4YD RECYCLE 1X WEEKLY | M | 50.40 | 1 | 50.40 |
| CPU STATE GENERAL FUND | 10089647-063 | CPU BAKER SCIENCE -180 | C1.5YD2Y | 1.5YD RECYCLE 2X WKLY | T F | 48.05 | 2 | 96.10 |
| CPU STATE GENERAL FUND | 10089647-063 | CPU BAKER SCIENCE -180 | C3YD3 | 3YD 3X WEEKLY | M H S | 187.53 | 1 | 187.53 |
| CPU STATE GENERAL FUND | 10089647-064 | CPU-CENTER FOR SCIENCE - BLDG 180 | C1.5YD2Y | 1.5YD RECYCLE 2X WKLY | T F | 48.05 | 2 | 96.10 |
| CPU STATE GENERAL FUND | 10089647-064 | CPU-CENTER FOR SCIENCE - BLDG 180 | C3YD5 | 3YD 5X WEEKLY | T-S | 288.34 | 1 | 288.34 |
| CPU STATE GENERAL FUND | 10089647-064 | CPU-CENTER FOR SCIENCE - BLDG 180 | C84GLY | CMML 64GAL RECYCLE | M | 13.93 | 4 | 55.72 |
| SUBTOTAL | | | | | | | | 13,164.00 |
| SLO CO IWMA 2% | | | | | | | | 263.28 |
| BILLING | | | | | | | | \$ 13,427.28 |
| CPU STATE FACILITIES RECYCLING | 10089655-002 | CPU CAMPUS RECYCLING CARTS | C32GLY | CMML 32GAL RECYCLE | M-U | 6.96 | 537 | 3,737.52 |
| CPU STATE FACILITIES RECYCLING | 10089655-002 | CPU CAMPUS RECYCLING CARTS | C84GLY | CMML 64GAL RECYCLE | M-U | 13.93 | 146 | 2,061.64 |
| CPU STATE FACILITIES RECYCLING | 10089655-002 | CPU CAMPUS RECYCLING CARTS | C96GLY | CMML 96GAL RECYCLE | M-U | 20.88 | 14 | 292.46 |
| SUBTOTAL | | | | | | | | 6,091.62 |
| SLO CO IWMA 2% | | | | | | | | 121.83 |
| TOTAL BILLING | | | | | | | | \$ 6,213.45 |
| TOTAL FACILITIES BILLING | | | | | | | | \$ 48,719.80 |

Cal Poly Facilities - Schedule of Service -

Exhibit C Fixed Pricing 11/1/2016-10/31/2019

UPDATED 9/28/2016

| Billing Name | Account# | ServiceName | Service Code | Description | Days | Rate | Units | TotalAmount |
|---------------------------------|--------------|-------------------------------------|--------------|-----------------------|------|--------|-------|--------------------|
| CPF FOUNDATION WAREHOUSE | 10089632-002 | CPF MARKET - 024 | C3YD6 | 3YD 6X WEEKLY | M-S | 338.75 | 1 | 338.75 |
| CPF FOUNDATION WAREHOUSE | 10089632-003 | CPF CORP WAREHOUSE -82 | C3YD2 | 3YD 2X WEEKLY | T F | 137.13 | 1 | 137.13 |
| CPF FOUNDATION WAREHOUSE | 10089632-004 | CPF MARKET - 024 RECYCLE | C6YD2Y | 6YD RECYCLE 2X WKLY | T F | 141.24 | 1 | 141.24 |
| SUBTOTAL | | | | | | | | 617.12 |
| SLO CO IWMA 2% | | | | | | | | 12.34 |
| BILLING | | | | | | | | \$ 629.46 |
| CPF CAMPUS DINING | 10089639-002 | CPF CORP DOCK -19 | C3YD2Y | 3YD RECYCLE 2X WEEKLY | T F | 68.57 | 2 | 137.14 |
| CPF CAMPUS DINING | 10089639-002 | CPF CORP DOCK -19 | C4YD6 | 4YD 6X WEEKLY | M-S | 429 | 3 | 1,287.00 |
| SUBTOTAL | | | | | | | | 1,424.14 |
| SLO CO IWMA 2% | | | | | | | | 28.48 |
| BILLING | | | | | | | | \$ 1,452.62 |
| CPF VISTA GRANDE | 10089639-002 | CPF VISTA GRANDE - 112 - DEMOLISHED | | 0 4YD 7X WEEKLY | 0 | 0 | 0 | - |
| CPF VISTA GRANDE | 10089639-002 | CPF VISTA GRANDE - 112 - DEMOLISHED | | 0 SUNDAY PICKUP | 0 | 0 | 0 | - |
| SUBTOTAL | | | | | | | | - |
| SLO CO IWMA 2% | | | | | | | | - |
| BILLING | | | | | | | | \$ - |
| CPF EL CORRAL | 10089640-002 | CPF EL CORRAL BOOK STORE -065 | C4YD6 | 4YD 6X WEEKLY | M-S | 429 | 1 | 429.00 |
| CPF EL CORRAL | 10089640-003 | CPF TECHNOLOGY PARK -83 | C3YD1 | 3YD 1X WEEKLY | M | 86.75 | 1 | 86.75 |
| CPF EL CORRAL | 10089640-003 | CPF TECHNOLOGY PARK -83 | C3YD1Y | 3YD RECYCLE 1X WEEKLY | M | 43.37 | 1 | 43.37 |
| SUBTOTAL | | | | | | | | 559.12 |
| SLO CO IWMA 2% | | | | | | | | 11.18 |
| BILLING | | | | | | | | \$ 570.30 |
| TOTAL FACILITIES BILLING | | | | | | | | \$ 2,652.38 |



CAL POLY

| | |
|--------------------------------------|-------------|
| CONTRACT NUMBER 2000008750 | AM NO. 1 |
|--------------------------------------|-------------|

THIS AMENDMENT TO THIS AGREEMENT is made and entered into this 13th day of February, 2023, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting office, hereinafter called the University, and San Luis Garbage Company hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

Amendment #1

This agreement is hereby amended to:

- 1) **Update Exhibit** – Exhibit C is hereby updated with attached pricing increases, effective December 1, 2022, as allowable per Agreement Exhibit A1 special provisions 1-3. Contractor’s internal vendor price increase backup provided for reference to support increases.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written

| | | | | |
|---|-----------------------------------|--|---------|-------------|
| TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY | | CONTRACTOR | | |
| UNIVERSITY Cal Poly, San Luis Obispo | | CONTRACTOR San Luis Garbage Company | | |
| BY (AUTHORIZED SIGNATURE) X <i>Michele Winterfeldt</i> Date 02/13/2023 | | BY (AUTHORIZED SIGNATURE) X <i>Jeffrey Clarin</i> Date 02/13/2023 | | |
| PRINTED NAME OF PERSON SIGNING Michele Winterfeldt | | PRINTED NAME AND TITLE OF PERSON SIGNING Jeffrey Clarin, District Manager | | |
| TITLE Lead Procurement Specialist | | ADDRESS 4388 OLD SANTA FE RD, San Luis Obispo, CA 93401 | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$0 | PROGRAM/CATEGORY (CODE AND TITLE) | FUND | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTACT | (OPTIONAL USE) | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE | ITEM | CHAPTER | STATUTE | FISCAL YEAR |



- SAN LUIS GARBAGE
- SOUTH COUNTY SANITARY
- MISSION COUNTRY DISPOSAL
- MORRO BAY GARBAGE

Safety • Integrity • Service

November 10, 2022

California Polytechnic State University
Facility Services
Edgar Palacios
San Luis Obispo, CA 93407

RE: Solid Waste and Recycling Price Adjustment for Cal-Poly, Effective December 1, 2022

Dear Edgar,

The purpose of this letter is to inform the University of a contractual price adjustment to be effective on December 1, 2022. The increase is pursuant to Special Provision Sections 1-2 of the Collection Service Agreement between San Luis Garbage Company (Contractor) and the University dated October 31, 2016. The adjustment is a combination of our annual adjustment based upon changes in the consumer price index (CPI), detailed in Section 1, plus additional pass-through increases in disposal and processing fees as provided for in Section 2. The overall increase to the University is 24.15%.

The CPI annual adjustment is based on changes in the Consumer Price Index (CPI-U). The contract specifies a blend of Los Angeles and San Francisco Bay Area indices; however, both the referenced indices were discontinued several years ago. We have replaced them with the closest available counterparts that represent prices in Los Angeles/Long Beach/Anaheim and San Francisco/Oakland/Hayward. The blended increase is 6.65%. The Excel workbook accompanying this letter contains the specific tables and calculations. This percentage is applied to the portion of our revenues that excludes pass-through expenses.

In addition to the general rate of inflation, Section 2 allows us to pass through increases in tip or processing fees for municipal solid waste (MSW), recycling, and organic waste removal. These increases reflect University's current annual tonnage for each stream multiplied by the projected tip/processing fees on January 1, less the amount of pass-through revenue currently in our revenue stream. The net increase associated with the change in pass-through costs is 17.50%.

San Luis Garbage appreciates the partnership between our company and the University. During this time of increasing costs, the work we do together to reduce and recycle is more important than ever.

Regards,

Jeffrey Clarin, P.E.
District Manager

From: [Nathan Lemieux](#)
To: [Chad N. Worth](#)
Cc: [Jeff Clarin](#); [Edgar Palacios](#); [Dennis K. Elliot](#)
Subject: SLG Response to CP
Date: Friday, November 11, 2022 2:41:01 PM
Attachments: [image001.png](#)

Chad,

Here is a brief explanation, we can do a meeting to explain more in detail if you would like.

Overall San Luis Garbage Company rates at Cal Poly have increased 9.5% since 2017, while the blended CPI-U for Riverside-San Bernadino and San Francisco has increased 19.9%. Simply stated, rate adjustments to Cal Poly have not covered increases in the cost of operations, let alone increases in our pass-through costs.

The pass-through portion of this extraordinary rate increase is effectively an adjustment upward from the original disposal cost assumptions embedded in our original cost proposal to current pass-through tip fees on current volumes. Cal Poly has distinctive portions of route days that allow us to estimate tonnage through either direct assignment (exclusive loads) or allocations based upon the ratio of loose yardage collected at Cal Poly to total yards collected on shared loads. Yardage values are converted to tons based upon truck weights, and they have been reported to you.

There are three types of pass-through disposal affecting the rates:

Municipal Solid Waste

The current embedded rate is \$41/ton. The current gate rate at Cold Canyon landfill is \$82/ton. The cost of lining new cells, environmental system installation and monitoring and complying with increased regulations have significantly increased. Current Cal Poly tons have been repriced in this application to the higher rate at a cost of \$59,433/year.

Commingle Recycling

The commingle processing charge embedded in the rate is \$67.50. During 2017 and 2018, there was a significant disruption to the recycling markets when China and other southeast Asian countries banned or significantly curtailed their acceptance of commingle recycling from the US, which was, frankly, very contaminated with high percentages of plastic and solid waste that could not be processed. Rates paid by San Luis Garbage increased to \$96 per ton, but we did not pass these costs to Cal Poly. Rates stabilized some as markets adjusted; however, supply and demand issues and high inflation impacted recycled commodity markets starting in July 2022. Commingle processing costs have recently increased to \$100 per ton. Your adjustment reflects the change from \$67.50 to \$100.00 per ton at a cost of \$14,286 per year.

Organics

At the time we signed the contract, limited organics were taken from Cal Poly to a traditional non-food composting operation at very low cost. Since then, SLO County and Waste Connections partnered with HZI to build a cutting-edge digester to address the requirements of SB 1383 and responsibly reduce the high amount of green house gasses generated by organics waste. The

digester opened in 2019, but the inbound feedstock was not as suited to the digester as expected. HZI has made large additional capital investment to perfect the technology and is increasing the tip fee by approximately \$81/ton. Today, we've added food waste to the organic material, and we are delivering it to the digester. At current volumes the digester now costs County customers \$150/ton. The increased cost is \$3,202 per year.

Thank you,

Nathan Lemieux
Operations Manager
San Luis Obispo, CA 93401
Mobile: (805)863-3224
Email: NathanL@wasteconnections.com



- SAN LUIS GARBAGE
- SOUTH COUNTY SANITARY
- MISSION COUNTRY DISPOSAL
- MORRO BAY GARBAGE
- COASTAL ROLLOFF

Safety • Integrity • Service



Data extracted on: October 12, 2022 (12:44:01 AM)

CPI for All Urban Consumers (CPI-U)

12-Month Percent Change

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|------|------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|--------|-------|-------|
| 2012 | 2.1 | 2.1 | 2.0 | 1.5 | 1.6 | 1.6 | 1.9 | 2.3 | 2.2 | 3.0 | 2.1 | 1.9 | 2.0 | 1.8 | 2.3 |
| 2013 | 2.0 | 2.2 | 1.3 | 0.9 | 1.0 | 1.4 | 1.3 | 0.8 | 0.6 | -0.1 | 0.4 | 1.1 | 1.1 | 1.5 | 0.7 |
| 2014 | 0.8 | 0.5 | 1.0 | 1.4 | 1.7 | 1.8 | 2.0 | 1.8 | 1.7 | 1.4 | 1.3 | 0.7 | 1.3 | 1.2 | 1.5 |
| 2015 | -0.1 | 0.1 | 0.5 | 0.5 | 1.1 | 0.8 | 1.4 | 1.1 | 0.7 | 1.0 | 1.6 | 2.0 | 0.9 | 0.5 | 1.3 |
| 2016 | 3.1 | 2.4 | 1.7 | 2.0 | 1.4 | 1.8 | 1.1 | 1.4 | 1.9 | 2.2 | 1.8 | 2.0 | 1.9 | 2.1 | 1.7 |
| 2017 | 2.1 | 2.7 | 2.7 | 2.7 | 2.5 | 2.2 | 2.5 | 2.8 | 3.1 | 3.1 | 3.6 | 3.6 | 2.8 | 2.5 | 3.1 |
| 2018 | 3.5 | 3.6 | 3.8 | 4.0 | 4.1 | 4.0 | 3.9 | 3.9 | 3.9 | 4.1 | 3.6 | 3.2 | 3.8 | 3.8 | 3.8 |
| 2019 | 3.2 | 2.5 | 2.7 | 3.3 | 3.1 | 3.3 | 3.3 | 3.0 | 3.0 | 3.2 | 3.2 | 3.0 | 3.1 | 3.0 | 3.1 |
| 2020 | 3.1 | 3.4 | 1.9 | 0.7 | 0.9 | 1.4 | 1.9 | 2.0 | 1.2 | 0.7 | 1.0 | 1.5 | 1.6 | 1.9 | 1.4 |
| 2021 | 0.9 | 1.0 | 2.2 | 3.6 | 3.9 | 4.0 | 3.9 | 4.0 | 4.6 | 5.4 | 6.0 | 6.6 | 3.8 | 2.6 | 5.1 |
| 2022 | 7.5 | 7.4 | 8.5 | 7.9 | 8.0 | 8.6 | 7.7 | 7.6 | | | | | | 8.0 | |

12-Month Percent Change

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|-------|
| 2012 | | 3.0 | | 2.1 | | 2.6 | | 2.8 | | 3.2 | | 2.2 | 2.7 | 2.6 | 2.8 |
| 2013 | | 2.4 | | 2.4 | | 2.6 | | 2.0 | | 1.6 | | 2.6 | 2.2 | 2.4 | 2.1 |
| 2014 | | 2.4 | | 2.8 | | 3.0 | | 3.0 | | 3.2 | | 2.7 | 2.8 | 2.7 | 3.0 |
| 2015 | | 2.5 | | 2.4 | | 2.3 | | 2.6 | | 2.6 | | 3.2 | 2.6 | 2.5 | 2.7 |
| 2016 | | 3.0 | | 2.7 | | 2.7 | | 3.1 | | 3.6 | | 3.5 | 3.0 | 2.8 | 3.2 |
| 2017 | | 3.4 | | 3.8 | | 3.5 | | 3.0 | | 2.7 | | 2.9 | 3.2 | 3.6 | 2.9 |
| 2018 | | 3.6 | | 3.2 | | 3.9 | | 4.3 | | 4.4 | | 4.5 | 3.9 | 3.4 | 4.3 |
| 2019 | | 3.5 | | 4.0 | | 3.2 | | 2.7 | | 3.0 | | 2.5 | 3.3 | 3.7 | 2.9 |
| 2020 | | 2.9 | | 1.1 | | 1.6 | | 1.6 | | 1.1 | | 2.0 | 1.7 | 2.0 | 1.4 |
| 2021 | | 1.6 | | 3.8 | | 3.2 | | 3.7 | | 3.8 | | 4.2 | 3.2 | 2.5 | 3.9 |
| 2022 | | 5.2 | | 5.0 | | 6.8 | | 5.7 | | | | | | 5.4 | |

| | |
|---------------|-------|
| Los Angeles | 7.6 |
| San Francisco | 5.7 |
| Average | 6.65 |
| | 6.65% |

Special Provisions

1. The initial pricing under this agreement shall be fixed for a period of 3 years, (except as set forth in section 2 and 3) with no adjustment for a change in the Consumer Price Index (CPI). At the commencement of each year thereafter, the rates shall be adjusted annually for the increase in the CPI. The CPI used for future adjustments is the average of the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County Metropolitan Area and the San Francisco-Oakland-San Jose Metropolitan Area. By way of example if the CPI for the Los Angeles-Riverside-Orange County Metropolitan Area is 0.8% and the CPI for the San Francisco-Oakland-San Jose Metropolitan Area is 1.6% then the average CPI used to adjust the rates under this agreement is 1.2%. Annual price increases commencing in year 5 shall be limited to this CPI with the exception of changes in those costs that are not controllable by the Contractor as described below. Costs not controllable by the contractor include pass-through costs and costs resulting from changes in law or regulations.
2. This Agreement provides that the Contractor's rates may be adjusted annually throughout the terms of this agreement for any increase in Contractor costs resulting from an increase in the costs associated with the disposal of solid waste, the processing of recyclables or the processing of organics.
3. This Agreement provides that the Contractor's rates may be adjusted annually throughout the terms of this agreement for any increase in operating costs and/or expenses incurred by Contractor in connection with: (1) new taxes, licensing fees, surcharges or other government-imposed charges; (2) increases in existing taxes, licensing fees, surcharges or other government-imposed charges; (3) the adoption of new laws (including, without limitation, environmental laws), rules, regulations or permit conditions; (including, without limitation, new waste management, recycling, composting or other waste diversion programs); or (4) changes in existing laws (including, without limitation, environmental laws), rules, regulations or permit conditions; (including, without limitation, changes to existing recycling, composting or other waste diversion programs).
4. WASTE MATERIALS: The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by CSU at the locations specified herein (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and CSU agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). CSU agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by CSU to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any

CAL POLY SERVICE PRICE LISTING

CORPORATION AND FACILITIES

SAN LUIS GARBAGE CO. - SAN LUIS OBISPO, CA



| Category Service Code | COMMERCIAL Description | Cal Poly Current Pricing | Proposed Pricing | % Increase |
|----------------------------------|-----------------------------------|-------------------------------------|-----------------------------|-----------------------|
| C1YD1 | 1YD 1X WEEKLY | 61.87 | 78.88 | 27.49% |
| C1YD2 | 1YD 2X WEEKLY | 86.60 | 110.41 | 27.49% |
| C1YD3 | 1YD 3X WEEKLY | 111.36 | 141.97 | 27.49% |
| C1YD4 | 1YD 4X WEEKLY | 136.08 | 173.49 | 27.49% |
| C1YD5 | 1YD 5X WEEKLY | 160.82 | 205.03 | 27.49% |
| C1YD6 | 1YD 6X WEEKLY | 185.52 | 236.52 | 27.49% |
| C1YD7 | 1YD 7X WEEKLY | 210.32 | 268.14 | 27.49% |
| C1.5YD1 | 1.5YD 1X WEEKLY | 69.28 | 88.33 | 27.49% |
| C1.5YD2 | 1.5YD 2X WEEKLY | 101.43 | 129.31 | 27.49% |
| C1.5YD3 | 1.5YD 3X WEEKLY | 133.60 | 170.33 | 27.49% |
| C1.5YD4 | 1.5YD 4X WEEKLY | 165.76 | 211.33 | 27.49% |
| C1.5YD5 | 1.5YD 5X WEEKLY | 197.92 | 252.33 | 27.49% |
| C1.5YD6 | 1.5YD 6X WEEKLY | 230.10 | 293.35 | 27.49% |
| C1.5YD7 | 1.5YD 7X WEEKLY | 262.27 | 334.37 | 27.49% |
| C2YD1 | 2YD 1X WEEKLY | 76.70 | 97.78 | 27.49% |
| C2YD2 | 2YD 2X WEEKLY | 115.04 | 146.66 | 27.49% |
| C2YD3 | 2YD 3X WEEKLY | 153.42 | 195.60 | 27.49% |
| C2YD4 | 2YD 4X WEEKLY | 191.77 | 244.49 | 27.49% |
| C2YD5 | 2YD 5X WEEKLY | 230.12 | 293.38 | 27.49% |
| C2YD6 | 2YD 6X WEEKLY | 268.48 | 342.29 | 27.49% |
| C2YD7 | 2YD 7X WEEKLY | 306.83 | 391.18 | 27.49% |
| C3YD1 | 3YD 1X WEEKLY | 91.56 | 116.73 | 27.49% |
| C3YD2 | 3YD 2X WEEKLY | 144.72 | 184.50 | 27.49% |
| C3YD3 | 3YD 3X WEEKLY | 197.92 | 252.33 | 27.49% |
| C3YD4 | 3YD 4X WEEKLY | 251.12 | 320.15 | 27.49% |
| C3YD5 | 3YD 5X WEEKLY | 304.32 | 387.98 | 27.49% |
| C3YD6 | 3YD 6X WEEKLY | 357.52 | 455.80 | 27.49% |
| C3YD7 | 3YD 7X WEEKLY | 410.72 | 523.63 | 27.49% |
| C4YD1 | 4YD 1X WEEKLY | 106.38 | 135.62 | 27.49% |
| C4YD2 | 4YD 2X WEEKLY | 175.67 | 223.96 | 27.49% |
| C4YD3 | 4YD 3X WEEKLY | 244.93 | 312.26 | 27.49% |
| C4YD4 | 4YD 4X WEEKLY | 314.23 | 400.61 | 27.49% |
| C4YD5 | 4YD 5X WEEKLY | 383.48 | 488.90 | 27.49% |
| C4YD6 | 4YD 6X WEEKLY | 452.77 | 577.24 | 27.49% |
| C4YD7 | 4YD 7X WEEKLY | 522.07 | 665.59 | 27.49% |
| C96GL1 | 96GAL 1X WEEKLY | 25.24 | 32.18 | 27.49% |
| C96GL2 | 96GAL 2X WEEKLY | 35.43 | 45.17 | 27.49% |
| C96GL3 | 96GAL 3X WEEKLY | 45.63 | 58.17 | 27.49% |
| C96GL4 | 96GAL 4X WEEKLY | 55.83 | 71.18 | 27.49% |
| C96GL5 | 96GAL 5X WEEKLY | 66.01 | 84.16 | 27.49% |
| C96GL6 | 96GAL 6X WEEKLY | 76.21 | 97.16 | 27.49% |
| C96GL7 | 96GAL 7X WEEKLY | 86.43 | 110.19 | 27.49% |
| R32GLA | 32 GAL ADDITIONAL | 5.81 | 7.41 | 27.49% |
| R64GLA | 64GAL ADDITIONAL | 5.81 | 7.41 | 27.49% |
| R96GLA | 96GAL ADDITIONAL | 5.81 | 7.41 | 27.49% |

| Category | RECYCLING | | | |
|---------------------|---------------------------|----------|----------|--------|
| Service Code | Description | | | |
| C1YD1Y | 1YD RECYCLE 1X WKLY | 30.92 | 36.30 | 17.40% |
| C1YD2Y | 1YD RECYCLE 2X WKLY | 43.29 | 50.82 | 17.40% |
| C1YD3Y | 1YD RECYCLE 3X WKLY | 55.68 | 65.37 | 17.40% |
| C1YD4Y | 1YD RECYCLE 4X WKLY | 68.04 | 79.88 | 17.40% |
| C1YD5Y | 1YD RECYCLE 5X WKLY | 80.42 | 94.41 | 17.40% |
| C1YD6Y | 1YD RECYCLE 6X WKLY | 92.76 | 108.90 | 17.40% |
| C1YD7Y | 1YD RECYCLE 7X WKLY | 105.16 | 123.46 | 17.40% |
| C1.5YD1Y | 1.5YD RECYCLE 1X WKLY | 34.64 | 40.67 | 17.40% |
| C1.5YD2Y | 1.5YD RECYCLE 2X WKLY | 50.71 | 59.53 | 17.40% |
| C1.5YD3Y | 1.5YD RECYCLE 3X WKLY | 66.80 | 78.42 | 17.40% |
| C1.5YD4Y | 1.5YD RECYCLE 4X WKLY | 82.90 | 97.32 | 17.40% |
| C1.5YD5Y | 1.5YD RECYCLE 5X WKLY | 98.96 | 116.18 | 17.40% |
| C1.5YD6Y | 1.5YD RECYCLE 6X WKLY | 115.04 | 135.06 | 17.40% |
| C1.5YD7Y | 1.5YD RECYCLE 7X WKLY | 131.14 | 153.96 | 17.40% |
| C2YD1Y | 2YD RECYCLE 1X WEEKLY | 38.36 | 45.03 | 17.40% |
| C2YD2Y | 2YD RECYCLE 2X WEEKLY | 57.53 | 67.54 | 17.40% |
| C2YD3Y | 2YD RECYCLE 3X WEEKLY | 76.71 | 90.06 | 17.40% |
| C2YD4Y | 2YD RECYCLE 4X WEEKLY | 95.90 | 112.59 | 17.40% |
| C2YD5Y | 2YD RECYCLE 5X WEEKLY | 115.06 | 135.08 | 17.40% |
| C2YD6Y | 2YD RECYCLE 6X WEEKLY | 134.23 | 157.59 | 17.40% |
| C2YD7Y | 2YD RECYCLE 7X WKLY | 205.36 | 241.09 | 17.40% |
| C3YD1Y | 3YD RECYCLE 1X WEEKLY | 45.77 | 53.73 | 17.40% |
| C3YD2Y | 3YD RECYCLE 2X WEEKLY | 72.37 | 84.96 | 17.40% |
| C3YD3Y | 3YD RECYCLE 3X WEEKLY | 98.96 | 116.18 | 17.40% |
| C3YD4Y | 3YD RECYCLE 4X WEEKLY | 125.57 | 147.42 | 17.40% |
| C3YD5Y | 3YD RECYCLE 5X WEEKLY | 152.16 | 178.64 | 17.40% |
| C3YD6Y | 3YD RECYCLE 6X WEEKLY | 178.75 | 209.85 | 17.40% |
| C3YD7Y | 3YD RECYCLE 7X WKLY | 205.36 | 241.09 | 17.40% |
| C4YD1Y | 4YD RECYCLE 1X WEEKLY | 53.19 | 62.45 | 17.40% |
| C4YD2Y | 4YD RECYCLING 2 X WEEKLY | 87.83 | 103.11 | 17.40% |
| C4YD3Y | 4YD RECYCLE 3X WEEKLY | 122.46 | 143.77 | 17.40% |
| C4YD4Y | 4YD RECYCLE 4X WEEKLY | 157.12 | 184.46 | 17.40% |
| C4YD5Y | 4YD RECYCLE 5X WEEKLY | 191.75 | 225.11 | 17.40% |
| C4YD6Y | 4YD RECYCLE 6X WEEKLY | 226.39 | 265.78 | 17.40% |
| C4YD7Y | 4YD RECYCLE 7X WKLY | 261.04 | 306.46 | 17.40% |
| C6YD2Y | 6YD RECYCLE 2X WKLY | 149.07 | 175.01 | 17.40% |
| C6YD3Y | 6YD RECYCLE 3X WKLY | 195.68 | 229.73 | 17.40% |
| C32GLY | CMML 32GAL RECYCLE | 7.34 | 8.62 | 17.40% |
| C64GLY | CMML 64GAL RECYCLE | 14.71 | 17.27 | 17.40% |
| C96GLY | CMML 96GAL RECYCLE | 22.05 | 25.89 | 17.40% |
| Y32A | XTRA 32GAL RECYCLE | 5.81 | 6.82 | 17.40% |
| Y64A | XTRA 64GAL RECYCLE | 5.81 | 6.82 | 17.40% |
| Y96A | XTRA 96GAL RECYCLE | 5.81 | 6.82 | 17.40% |
| Category | EXTRAS | | | |
| CPSU | CPU WASTE CHARACTER STUDY | 2,638.54 | 3,275.75 | 24.15% |
| DEL-TMP | Delivery Charge | 24.02 | 29.82 | 24.15% |
| EP1.5-COM | EXTRA LIFT 1.5YD | 45.91 | 58.53 | 27.49% |
| EP1.5REC-COM | EXTRA LIFT 1.5YD RECYCLE | 16.85 | 19.78 | 17.40% |
| EP1-COM | EXTRA LIFT 1YD | 38.49 | 49.07 | 27.49% |
| CYEXTRA | EXTRA RECYCLE | 3.67 | 4.31 | 17.40% |
| CLCB | LOOSE CARDBOARD | 7.87 | 9.24 | 17.40% |
| CLYD | LOOSE YARDAGE | 31.42 | 40.06 | 27.49% |
| CSMX | SMALL EXTRA | 16.31 | 20.79 | 27.49% |

| | | | | |
|------------|------------------------|-------|--------|--------|
| SUNPU | SUNDAY PICKUP | 39.18 | 48.64 | 24.15% |
| EP2-COM | XTRA LIFT 2YD | 52.56 | 67.01 | 27.49% |
| EP3-COM | XTRA LIFT 3YD | 67.39 | 85.92 | 27.49% |
| EP3REC-COM | XTRA LIFT 3YD RECYCLE | 16.85 | 19.78 | 17.40% |
| EP4-COM | XTRA LIFT 4YD | 83.02 | 105.84 | 27.49% |
| EP4REC-COM | XTRA LIFT 4YD RECYCLE | 20.75 | 24.36 | 17.40% |
| EP96-COM | XTRA LIFT WASTEWHEELER | 15.76 | 20.09 | 27.49% |

| Category | ORGANICS | - | | |
|---------------------|-------------------------|--------|--------|--------|
| Service Code | Description | - | | |
| C2YD1ORG | 2YD 1X WKLY ORGANICS | 176.25 | 214.27 | 21.57% |
| C32ORG1X | 32 GAL 1X WKLY ORGANICS | 22.95 | 27.90 | 21.57% |
| C32ORG2X | 32 GAL 2X WKLY ORGANICS | 28.67 | 34.85 | 21.57% |
| C32ORG3X | 32 GAL 3X WKLY ORGANICS | 35.85 | 43.58 | 21.57% |
| C32ORG4X | 32 GAL 4X WKLY ORGANICS | 44.80 | 54.46 | 21.57% |
| C32ORG5X | 32 GAL 5X WKLY ORGANICS | 56.00 | 68.08 | 21.57% |
| C32ORG6X | 32 GAL 6X WKLY ORGANICS | 70.01 | 85.11 | 21.57% |
| C32ORG7X | 32 GAL 7X WKLY ORGANICS | 21.60 | 26.26 | 21.57% |
| C64ORG1X | 64 GAL 1X WKLY ORGANICS | 45.90 | 55.80 | 21.57% |
| C64ORG2X | 64 GAL 2X WKLY ORGANICS | 57.37 | 69.74 | 21.57% |
| C64ORG3X | 64 GAL 3X WKLY ORGANICS | 71.71 | 87.18 | 21.57% |
| C64ORG4X | 64 GAL 4X WKLY ORGANICS | 89.63 | 108.96 | 21.57% |
| C64ORG5X | 64 GAL 5X WKLY ORGANICS | 112.05 | 136.22 | 21.57% |
| C64ORG6X | 64 GAL 6X WKLY ORGANICS | 140.06 | 170.27 | 21.57% |
| C64ORG7X | 64 GAL 7X WKLY ORGANICS | 21.60 | 26.26 | 21.57% |
| C96ORG1X | 96 GAL 1X WKLY ORGANICS | 68.85 | 83.70 | 21.57% |
| G32A | XTRA 32GAL GREEN WASTE | 5.81 | 7.06 | 21.57% |
| G64A | XTRA 64GAL GREEN WASTE | 5.81 | 7.06 | 21.57% |

Jeff Clarin
District Manager
Waste Connections, Inc
4388 Old Santa Fe Rd
San Luis Obispo, CA 93401

Hitachi Zosen Inova U.S.A LLC
10100 Global Way
Knoxville, TN 37932
Suite 210

Autumn Huskins
Finance Director & Treasurer
Cell 423-539-3117
Phone 865-777-7411

Autumn.Huskins@hz-inova.com
www.hz-inova.com

23 August 2021

Organic Waste Supply and Processing Agreement

Dear Jeff:

I write on behalf of HZIU Kompogas SLO, Inc. ("HZI") regarding the Organic Waste Supply and Processing Agreement dated December 7, 2016, by and between HZI and Mission County Disposal; Morro Bay Garbage Service; San Luis Garbage Company; South County Sanitary Service, Inc.; Corral de Piedra Land Company; Coastal Rolloff Service; and Cold Canyon Land Fill, Inc. (collectively, "WCI") (as amended on August 18, 2018, the "Agreement").

As you know, under the Agreement, WCI currently pays HZI a Service Fee of \$148,225 per month related to feedstock delivered to the HZI facility. As HZI has advised, the current Service Fee is unsustainable. Therefore, pursuant to Section 3.3 (Adjustments to Service Fee) of the Agreement, HZI requests that the Service Fee be increased to \$321,750 per month.

Enclosed please find additional materials in support of HZI's request. Please let me know if you have any questions or need additional information. HZI appreciates your consideration of this request and looks forward to working with you to ensure the responsible disposal of organic waste in the San Luis Obispo community.

Sincerely,

Autumn Huskins

Autumn Huskins
Secretary
HZIU Kompogas SLO, Inc.



COLD CANYON PROCESSING FACILITY

A Waste Connections Company

September 1, 2019

Jeff Smith
District Manager
San Luis Garbage, South County Sanitary, Mission Country Disposal, Morro Bay Garbage, Coastal Roll Off
Waste Connections
4388 Old Santa Fe Road

San Luis Obispo, CA 93401

Subject: Increase in MRF Tip Fee

Dear Mr. Smith,

It is my pleasure to continue with the partnership created many years ago in the County of San Luis Obispo serving the recycling needs for our community.

As you know, the recycling markets have changed – change that is a “new norm” in the foreseeable future. In the past 12 months, commodity prices have continued to erode. Prime examples include processed cardboard, mixed waste paper, and sorted office pack. Outbound pricing for those materials has dropped 64%, 93%, and 59%, respectively.

Our current processing fee continues to rely on commodity revenues, and drops of this magnitude cannot remain unanswered. Effective October 1, 2019, our price to San Luis Garbage, South County Sanitary, Mission Country Disposal, Morro Bay Garbage, and Coastal Roll Off companies will increase from \$67.50 per ton to \$96.00 per ton.

We thank you for your long term partnership and look forward to many more years, working together toward common goals with regard to recycling in our community.

Sincerely,

John P. Ryan
Facility Manager
Cold Canyon Processing Facility
805-543-0280 office



COLD CANYON LANDFILL, INC.

2268 Carpenter Canyon Road, San Luis Obispo, CA
Office: 805.549.8332 Website: www.coldcanyonlandfill.com

Effective January 1, 2022

NOTICE

- All loads must be properly covered and tarped prior to entering the facility. Untarped loads are subject to a \$35.00 fine. No exceptions.
- All visitors are required to wear a high visibility safety vest while on the property and when out of their vehicles. Safety vests are available for purchase at the scale house, \$5.00 each.

HOURS OF OPERATION

Landfill

Monday - Saturday

8:00 AM - 3:00 PM

Closed Sundays and the following Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

Household Hazardous Waste

Friday & Saturday ONLY

11:00 AM - 3:00 PM

Closed all major Holidays

Phone: 805-782-8530

Note: All visitors must cross the landfill scale prior to visiting HHW. Residential customers may bring up to 15 gallons of HHW, free of charge. Customers bringing in more than 15 gallons of HHW must call for appointment. Please remain in your vehicle, otherwise a safety vest is required. Safety vests may be purchased at the scale house located at the landfill entrance.

PAYMENT INFORMATION

Cash

Checks

SLO County checks only

Must be imprinted with a local address

Must have phone number, valid DL# & expiration date listed on check

All major credit cards



Mandatory cash or check deposit is required upon entry. Amount of deposit is determined by the type of load. Unless your vehicle weight has been previously documented and you have paid in full, up front.

IMPORTANT INFORMATION - SAFETY IS OUR #1 PRIORITY!

All vehicles are required to weigh on scale.

Children and pets must remain in vehicles at all times.

All loads must be properly covered and tarped. Subject to fine.

For your safety, remain within 5 feet from your vehicle at all times.

All loads are subject to inspection and approval.

High visibility safety vests required at all times while outside your vehicle.

Please refrain from using your cell phone while dumping or driving on the property.

All visitors must adhere to the 17 MPH speed limit while on the property.

No smoking or loitering allowed.

Salvaging of material from landfill or recycling center is prohibited.

All acceptable items must be placed in the designated areas or containers.

Dumping of hot ashes or burning materials is prohibited.

We reserve the right to refuse any customer or load.

Violators will be removed from the property.

COLD CANYON LANDFILL, INC.

2268 Carpenter Canyon Road, San Luis Obispo, CA
Office: 805.549.8332 Website: www.coldcanyonlandfill.com

DISPOSAL RATES

**All loads are subject to inspection and approval

| | | |
|---------------------------------------|--|-------------------|
| General Waste | <i>net weight 1,080 pounds or less.</i> | \$ 45.00 minimum |
| General Garbage Waste | <i>net weight more than 1,080 pounds.</i> | \$ 82.00 per ton |
| Ag Waste | <i>drip tape, field plastic, pea string, netting etc.</i> | \$ 110.00 per ton |
| Appliances | <i>washer, dryer, dish washer, oven etc.</i> | \$ 27.00 each |
| Appliances - plus evac fee | <i>refrigerator, H2O heater, AC unit, freezer</i> | \$ 54.00 each |
| Bulk Items | <i>couches, spa, spa cover, etc.</i> | \$ 30.00 each |
| Carpet - Disposal | <i>\$45.00 minimum charge.</i> | \$ 82.00 per ton |
| Carpet - Recycle | <i>\$45.00 minimum charge, must load in to designated bin yourself.</i> | \$ 50.00 per ton |
| Concrete, Asphalt, Tile, Brick | <i>no debris or dirt.</i> | \$ 34.00 per ton |
| Dirt - Clean | <i>no debris, subject to inspection and preapproval with lab analysis.</i> | \$ 30.00 per ton |
| E-Waste - Commercial | <i>please call: 805-782-8530 for disposal.</i> | N/A |
| E-Waste - Residential | <i>household televisions, computer monitor, printer etc.</i> | FREE |
| Green Waste | <i>no palm, ice plant, bamboo, yucca, sod or ivy.</i> | \$ 69.00 per ton |
| Grit, Screenings | <i>permit required.</i> | \$ 110.00 per ton |
| Mattress and Box spring - Commercial | <i>excludes cribs, futons, mattress toppers</i> | \$ 19.00 each |
| Mattress and Box spring - Residential | <i>excludes cribs, futons, mattress toppers</i> | FREE max 3 items |
| Metal | <i>excludes residential appliances</i> | \$ 44.00 per ton |
| Mixed Garbage | <i>windows, sod, used drywall, styrofoam</i> | \$ 82.00 per ton |
| Recyclables | <i>clean cardboard, beverage containers, rigid plastics and paper</i> | \$ 5.00 flat rate |
| Street Sweepers | <i>Street Sweepings</i> | \$ 35.00 per ton |
| Tires - Oversized | <i>tractor tires</i> | \$ 110.00 each |
| Tires - with Rims | <i>auto or light truck size only. 9 per load MAX</i> | \$ 15.00 each |
| Tires - without Rims | <i>auto or light truck size only. 9 per load MAX</i> | \$ 10.00 each |
| Treated Wood Waste | <i>Please call: 805-549-8332 or email Customer Service</i> | \$ 110.00 per ton |
| Wood | <i>no paint, pressure treated, chemical or roofing</i> | \$ 69.00 per ton |

OTHER FEES

| | | |
|--|---|---------------------|
| Dead Animal Disposal | <i>cow, horse, seal, goat, deer, etc. exceeding 200 lbs</i> | \$ 180.00 each |
| <i>**Accepted Monday through Friday only between the hours of 8:00 am and 10:00 am</i> | | |
| DMV Weight Certificate | | \$ 30.00 each |
| Evac Fee | | \$ 27.00 each |
| No Tarp | | \$ 35.00 flat rate |
| Safety Vest | | \$ 5.00 each |
| Sorting Fee | | \$ 100.00 each |
| Special Handling Fee | | \$ 140.00 flat rate |

UNACCEPTABLE ITEMS

**All loads are subject to inspection and approval

- Biohazard, Medical Waste
- Friable Asbestos
- Hazardous Waste

to include: batteries, automotive fluids such as fuel, antifreeze and oil. Paint, lacquer, stain, thinner, varnish. Chemicals of any kind, household cleaners, pool Chemicals, pesticides etc.

- Radioactive Materials

to include decommissioned materials

For other inquiries and more information, please contact our office during normal business hours.
Credit applications can be found on our website or by emailing Anna.Lopez@wasteconnections.com

November 1, 2022

Jeff Clarin

District Manager

San Luis Garbage, South County Sanitary, Mission Country Disposal, Morro Bay Garbage, Coastal Roll Off Waste Connections

Subject: Notice of Processing Fee Increase

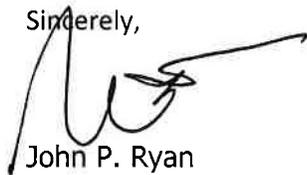
Dear Jeff,

As you are likely aware, recycling markets have declined dramatically since July, with some of the largest drops in October. We do not sense a recovery in the short term. Therefore, our all-in processing fee for commingled source separated material will increase to \$100.00/ton, effective on November 1, 2022. By all-in, I mean that the fee includes processing and transportation as well as credit for the material value.

You have our commitment that locally we will continue to work on finding the best value for the material generated out of the Cities served by the companies you manage. We will continue to focus on outreach and education to eliminate non-recyclable material from our recycle stream. We will look for opportunities to upgrade our equipment to meet future recycling goals as the state marches on toward a 75% diversion from the landfill.

We thank you for your long-term partnership and look forward to many more years, working together toward common goals with regard to recycling in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'John P. Ryan', with a long horizontal flourish extending to the right.

John P. Ryan

Facility Manager

Cold Canyon Processing Facility

805-543-0280 office

805-543-8772 fax

805-471-7972 cell