

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 4

Biosolids Landfill Services

Recology Hay Road
 Greg Pryor
 6426 Hay Road
 Vacaville, CA 95687
 E-mail: Gpryor@recology.com

Date: September 25, 2014
 Buyer Name: Ben Kawamura
 Term Contract: 68422
 City Blanket No. BPSF00003420
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 5,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/2007	11/30/2012	\$2,000,000	
1	No Change	No Change	\$4,000,000	Increase NTE by \$2,000,000 Revise First Source Hiring
2	No Change	11/30/2013	No Change	Extend Contract to 11/30/2013 Update Contract Conditions
3.	No Change	11/30/2014	\$4,500,000	Extend Contract to 11/30/2014 Price Increase Allowed Increase NTE by \$500,000
4	No Change	05/31/2015	\$5,000,000	Extend Contract 6 months Price Increase Allowed Increase NTE by \$500,000 Update Contract Conditions

Modification 4 changes the contract as follows:

1. Extend contract for 6 months to May 31, 2015.
2. Price increase for items 1-3 effective December 1, 2014. See Attachment A.
3. Increase NTE amount by \$500,000.
4. Update Contract Conditions. See Attachment A

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA and Purchaser

9/25/14
 Date

Approved by Contractor:

Michael J. Sangiacomo
 Signature

10/3/14
 Date

Name and title

MICHAEL J. SANGIACOMO
 PRESIDENT & CEO

The following prices are effective as of December 1, 2014 through May 31, 2015.

Item 1	Dry Season (April 16 – October 14) Normal Hours: 6:30 am to 4:30 pm	
A	Reuse	\$ 21.35 wet ton
B	Disposal	\$ 40.25 wet ton

Item 2	Wet Season (October 15 – April 15) Normal Hours: 6:30 am to 4:30 pm	
A	Reuse	\$ 21.35 wet ton
B	Disposal	\$ 40.25 wet ton

Item 3	After Hours as Needed (4:30pm – 6:30 am) Dry and Wet Season <i>*Requires 24 hour notice. Limited to 2 days per week. Maximum of 10 days per year.</i>	
A	\$ 2,028.00 per day plus \$21.35 wet ton	

Contract Modification 4 also adds General Condition 64 to the Contract as follows:

64. Consideration of Criminal History in Hiring and Employment Decisions

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions”, of the San Francisco Administrative Code (Chapter 12T), including remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Chapter 12T is available on the web at <http://sfgov.org/olse/fco>.

A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in the Agreement shall have the meanings assigned to such terms in Chapter 12T.

- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(d) above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- G. Contractor or Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE) available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of the Agreement. The notice shall be posted in English, Spanish, Chinese and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- H. Contractor understands and agrees that if it fails to comply with the requires of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

End Attachment A

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Contract Modification 3

Biosolids Landfill Services

Recology Hay Road
 Greg Pryor
 6426 Hay Road
 Vacaville, CA 95687

Email: gpryor@recology.com

Date: March 20, 2013
 Buyer Name: Jeannie Louie
 Term contract: 68422
 City Blanket No. BPSF 00003420
 Type: Indefinite quantity
 Not-to-exceed amount: \$4,500,000


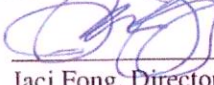
The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/2007	11/30/2012	\$ 2,000,000	
1	N/C	N/C	\$ 4,000,000	Increase NTE by \$2,000,000 Revise First Source Hiring
2	N/C	11/30/2013	N/C	Extends Contract to 11-30-2013 Update Contract Conditions
3	N/C	11/30/2014		Extends Contract to 11-30-2014 Price Increase Increase NTE amount by \$500,000

This modification 3 changes the contract as follows:

1. Extends the contract for one (1) additional year ending November 30, 2014.
2. In accordance with Section 79, Price Adjustment, effective December 1, 2013, pricing for contract line item 1-3 for reuse tons will be increased by .0193%. See Attachment A.
3. Increase NTE amount by \$500,000

All other prices, terms and conditions remain the same.

Approved by the City:  
 Jaci Fong, Director of OCA _____ Date 9-21-2013

Approved by Contractor: 

 Signature _____ Date 03-25-13

Name and title GEORGE P. McGRATH, C.O.O.

Attachment A
Contract No. 68422
Contract Modification No.3
Recology Hay Road
Date: March 20, 2013

New Prices are Effective December 1, 2013

<u>Item</u>	<u>Old Price</u>	<u>New Price</u>
Item 1 Dry Season (April 16 – October 14) A) Reuse	\$13.60/ton	\$13.86/ton
Item 2 Wet Season (October 15 – April 15) A) Reuse	\$13.60/ton	\$13.86/ton
Item 3 After Hours-As Needed (Dry/Wet Season) A) Reuse	\$13.60/ton	\$13.86/ton

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Contract Modification 2
Biosolids Landfill Services

Recology Hay Road
 Greg Pryor
 6426 Hay Road
 Vacaville, CA 95687

Date: January 23, 2012
 Buyer Name: Jeannie Louie
 Term contract: 68422
 City Blanket No.: BPSF 00003420
 Type: Indefinite quantity
 Not-to-exceed amount: \$4,000,000

Email: gpryor@recology.com

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	12/01/2007	11/30/2012	\$ 2,000,000	
1	N/C	N/C	\$ 4,000,000	Increase NTE by \$2,000,000 Revise First Source Hiring
2	N/C	11/30/2013	N/C	Extends Contract to 11-30-2013 Update Contract Conditions

This modification 2 changes the contract as follows:

1. Extends the contract for one (1) additional year ending November 30, 2013.
2. Add Electronic Payment to Bid and Contract Conditions. See Attachment A.

All prices, terms and conditions remain the same.

Approved by the City: Jaci Fong 1/30/2012
 Jaci Fong, Acting Director of OCA Date

Approved by Contractor: George McGrath 02-02-2012
 Signature Date

Name and title: George McGrath, COO

Attachment A
Contract No. 68422
Contract Modification No.2
Recology Hay Road
Date: January 23, 2012

1) Note the following Bid and Contract Condition has been added to the Contract as follows:

Electronic payment. The City and County of San Francisco (City) uses Bank of America's PayMode-X system to pay invoices electronically and not by check whenever possible. The City makes PayMode-X payments every business day, but prints and mails paper checks only one day a week. So the City encourages you – and it is greatly to your benefit – to enroll in PayMode-X now.

There is no cost to you to enroll in PayMode-X, and you get the same information electronically from PayMode-X that you would get on the City's check stub.

For more information, please visit the Controller's website at:

<http://sfcontroller.org/index.aspx?page=85>

If you have questions, please call:

Steve W. Lee, Controller's Office

(415) 554-7591

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Contract Modification 1

Biosolids Landfill Services

Recology Hay Road
Greg Pryor
6426 Hay Road
Vacaville, CA 95687

Date: August 9, 2010
Buyer Name: Jeannie Louie
Term contract: 68422
City Blanket No. BPSF 00003420
Type: Indefinite quantity
Not-to-exceed amount: \$4,000,000

Email: gpryor@norcalwaste.com

The history of this contract and its modifications is as follows:

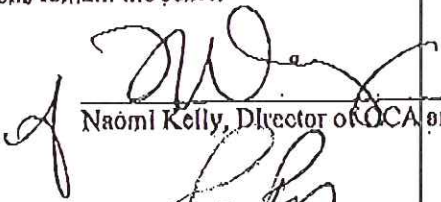
Modification	Start date	End date	Amount	Other changes
Original contract	12/01/2007	11/30/2012	\$ 2,000,000	
1	N/C	N/C	\$ 4,000,000	Increase NTE by \$2,000,000 Revise First Source Hiring

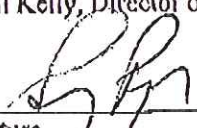
This modification 1 changes the contract as follows:

It adds \$2,000,000 to the City-wide Blanket. Total "Not to Exceed" amount is \$4,000,000.

General Condition 51, "First Source Hiring Program" has been revised. See Attachment A

All other terms and conditions remain the same.

Approved by the City: 
 Naomi Kelly, Director of OCA and Purchaser

Approved by Contractor: 
 Signature

Name and title: GREG PRYOR GENERAL MGR

8/9/2010
Date

8/11/2010
Date

Attachment A
Contract No. 68422
Contract Modification No.1
Recology Hay Road
Date: August 9, 2010
Page 1.

Section 51, First Source Hiring Program has been revised and replaced with the following:

First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.