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**AMENDMENT NO 1**  
**TO**  
**AGREEMENT**  
**FOR**  
**NON-EXCLUSIVE COLLECTION, TRANSPORTATION AND RECYCLING OR**  
**DISPOSAL OF NON-PUTRESCIBLE SOLID WASTE AND/OR CONSTRUCTION AND**  
**DEMOLITION DEBRIS IN THE CITY OF MILPITAS**

This Amendment is entered into this 20<sup>th</sup> day of May 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Pacific Coast Recycling, (hereafter referred to as "COLLECTOR").

**RECITALS**

WHEREAS, the parties entered into an Agreement for the non-exclusive collection, transportation and recycling or disposal of non-putrescible solid waste and/or construction and demolition debris in the City of Milpitas; and

WHEREAS, the parties desire to extend the term and correct certain conflicting dates in the agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. In order to correct the discrepancy between the effective date on page one and the effective date on page six, the following changes must be made.

Delete paragraph one on page one and replace it with the following:

This Agreement is made and entered into this 18<sup>th</sup> day of September 2007, to be effective by and between the CITY OF MILPITAS, a municipal corporation of the state of California (hereinafter "City"), and Pacific Coast Recycling (hereinafter "Collector")

Delete section 17 and replace it with the following:

17. Term of Agreement. This Agreement shall be valid and in effect for a period of three years from its effective date until its termination date of September 17, 2010. Upon mutual written consent of Collector and City, the term of this Agreement may be extended, for period of three years each, up to and including six (6) years. Such written notice shall specify the new termination date of this Agreement.

2. 5.5 Verification: In order that the City may verify that compensation amounts are paid in accordance with this Agreement, City shall have the right to inspect all relevant documents and records of Collector at Collector's place of business upon 24 hours advance notice. By such right of inspection, said documents and records shall not become Public Records or be subject to greater inspection rights by the public or third parties than would otherwise exist.

3. All other provisions of the Agreement shall remain in full force and effect.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

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City Manager

Approved As  
To Content:

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Public Works Director/City Engineer

Approved As  
To Form:

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City Attorney

Prepared By:

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City Purchasing Agent



**AMENDMENT NO 1**  
**TO**  
**AGREEMENT**  
**FOR**  
**NON-EXCLUSIVE COLLECTION, TRANSPORTATION AND RECYCLING OR**  
**DISPOSAL OF NON-PUTRESCIBLE SOLID WASTE AND/OR CONSTRUCTION AND**  
**DEMOLITION DEBRIS IN THE CITY OF MILPITAS**

This Amendment is entered into this 20<sup>th</sup> day of May 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Premier Recycle, (hereafter referred to as "COLLECTOR").

**RECITALS**

WHEREAS, the parties entered into an Agreement for the non-exclusive collection, transportation and recycling or disposal of non-putrescible solid waste and/or construction and demolition debris in the City of Milpitas; and

WHEREAS, the parties desire to extend the term and correct certain conflicting dates in the agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. 5.5 Verification: In order that the City may verify that compensation amounts are paid in accordance with this Agreement, City shall have the right to inspect all relevant documents and records of Collector at Collector's place of business upon 24 hours advance notice. By such right of inspection, said documents and records shall not become Public Records or be subject to greater inspection rights by the public or third parties than would otherwise exist.
  
2. All other provisions of the Agreement shall remain in full force and effect.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

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City Manager

Approved As To Content:

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Public Works Director/City Engineer

Approved As To Form:

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City Attorney

Prepared By:

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City Purchasing Agent



**AMENDMENT NO 1**  
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**AGREEMENT**  
**FOR**  
**NON-EXCLUSIVE COLLECTION, TRANSPORTATION AND RECYCLING OR**  
**DISPOSAL OF NON-PUTRESCIBLE SOLID WASTE AND/OR CONSTRUCTION AND**  
**DEMOLITION DEBRIS IN THE CITY OF MILPITAS**

This Amendment is entered into this 20<sup>th</sup> day of May 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Sonrise Consolidated, (hereafter referred to as "COLLECTOR").

**RECITALS**

WHEREAS, the parties entered into an Agreement for the non-exclusive collection, transportation and recycling or disposal of non-putrescible solid waste and/or construction and demolition debris in the City of Milpitas; and

WHEREAS, the parties desire to extend the term and correct certain conflicting dates in the agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. In order to correct the discrepancy between the effective date on page one and the effective date on page six, the following changes must be made.

Delete paragraph one on page one and replace it with the following:

This Agreement is made and entered into this 7<sup>th</sup> day of November 2006, to be effective by and between the CITY OF MILPITAS, a municipal corporation of the state of California (hereinafter "City"), and Sonrise Consolidated (hereinafter "Collector")

Delete section 17 and replace it with the following:

17. Term of Agreement. This Agreement shall be valid and in effect for a period of three years from its effective date until its termination date of November 6, 2009. Upon mutual written consent of Collector and City, the term of this Agreement may be extended, for period of three years each, up to and including six (6) years. Such written notice shall specify the new termination date of this Agreement.

2. 5.5 Verification: In order that the City may verify that compensation amounts are paid in accordance with this Agreement, City shall have the right to inspect all relevant documents and records of Collector at Collector's place of business upon 24 hours advance notice. By such right of inspection, said documents and records shall not become Public Records or be subject to greater inspection rights by the public or third parties than would otherwise exist.

3. All other provisions of the Agreement shall remain in full force and effect.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

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City Manager

Approved As  
To Content:

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Public Works Director/City Engineer

Approved As  
To Form:

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City Attorney

Prepared By:

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City Purchasing Agent



**AMENDMENT NO 1**  
**TO**  
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**FOR**  
**NON-EXCLUSIVE COLLECTION, TRANSPORTATION AND RECYCLING OR**  
**DISPOSAL OF NON-PUTRESCIBLE SOLID WASTE AND/OR CONSTRUCTION AND**  
**DEMOLITION DEBRIS IN THE CITY OF MILPITAS**

This Amendment is entered into this 20<sup>th</sup> day of May 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Stevens Creek Disposal and Recycling, (hereafter referred to as "COLLECTOR").

**RECITALS**

WHEREAS, the parties entered into an Agreement for the non-exclusive collection, transportation and recycling or disposal of non-putrescible solid waste and/or construction and demolition debris in the City of Milpitas; and

WHEREAS, the parties desire to extend the term and correct certain conflicting dates in the agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. In order to correct the discrepancy between the effective date on page one and the effective date on page six, the following changes must be made.

Delete paragraph one on page one and replace it with the following:

This Agreement is made and entered into this 15<sup>th</sup> day of August 2006, to be effective by and between the CITY OF MILPITAS, a municipal corporation of the state of California (hereinafter "City"), and Stevens Creek Disposal and Recycling (hereinafter "Collector")

Delete section 17 and replace it with the following:

17. Term of Agreement. This Agreement shall be valid and in effect for a period of three years from its effective date until its termination date of August 14, 2009. Upon mutual written consent of Collector and City, the term of this Agreement may be extended, for period of three years each, up to and including six (6) years. Such written notice shall specify the new termination date of this Agreement.

2. 5.5 Verification: In order that the City may verify that compensation amounts are paid in accordance with this Agreement, City shall have the right to inspect all relevant documents and records of Collector at Collector's place of business upon 24 hours advance notice. By such right of inspection, said documents and records shall not become Public Records or be subject to greater inspection rights by the public or third parties than would otherwise exist.

3. All other provisions of the Agreement shall remain in full force and effect.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

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City Manager

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Approved As  
To Content:

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Public Works Director/City Engineer

Approved As  
To Form:

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City Attorney

Prepared By:

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City Purchasing Agent



**AMENDMENT NO 1**  
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**AGREEMENT**  
**FOR**  
**NON-EXCLUSIVE COLLECTION, TRANSPORTATION AND RECYCLING OR DISPOSAL OF**  
**NON-PUTRESCIBLE SOLID WASTE AND/OR CONSTRUCTION AND DEMOLITION DEBRIS**  
**IN THE CITY OF MILPITAS**

This Amendment is entered into this 20<sup>th</sup> day of May 2008, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Valley Recycling, (hereafter referred to as "COLLECTOR").

**RECITALS**

WHEREAS, the parties entered into an Agreement for the non-exclusive collection, transportation and recycling or disposal of non-putrescible solid waste and/or construction and demolition debris in the City of Milpitas; and

WHEREAS, the parties desire to extend the term and correct certain conflicting dates in the agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. In order to correct the discrepancy between the effective date on page one and the effective date on page four, the following changes must be made.

Delete paragraph one on page one and replace it with the following:

This Agreement is made and entered into this 5<sup>th</sup> day of July 2005, to be effective by and between the CITY OF MILPITAS, a municipal corporation of the state of California (hereinafter "City"), and Valley Recycling (hereinafter "Collector")

Delete section 16 and replace it with the following:

16. Term of Agreement. This Agreement shall be valid and in effect for a period of three years from its effective date until its termination date of July 4, 2008. Upon mutual written consent of Collector and City, the term of this Agreement may be extended, for period of three years each, up to and including six (6) years. Such written notice shall specify the new termination date of this Agreement.

2. 5.5 Verification: In order that the City may verify that compensation amounts are paid in accordance with this Agreement, City shall have the right to inspect all relevant documents and records of Collector at Collector's place of business upon 24 hours advance notice. By such right of inspection, said documents and records shall not become Public Records or be subject to greater inspection rights by the public or third parties than would otherwise exist.
3. Delete Item 11 "Insurance: Public Liability" and Item 12 "Insurance: Worker's Compensation" in their entirety and replace them with the following"

11. Insurance:

11.1 Commercial Liability Insurance. Collector agrees to maintain and pay for a commercial liability policy naming City, its officers, and employees as an additional insured and insuring them against liability or financial loss resulting from injuries occurring to persons or property in or about or in connection with said work to be performed under this Agreement. Each policy of insurance shall provide primary coverage on an occurrence basis in a company satisfactory to City in the following minimal amounts: personal injury, \$1,000,000 for each person and \$1,000,000 per occurrence; property damage, \$1,000,000 per occurrence. Each policy shall provide that it shall not be canceled or reduced in coverage without 30 days prior written notice to City. The commercial liability policy shall provide (a) if City, its officers or employees have other insurance against loss covered by said policy, said other insurance shall be excess insurance only, and (b) that City, its officers and employees are not precluded from claim under said policy against other insured parties.

Collector shall file Certificates of Insurance with City in a form satisfactory to the City Attorney upon execution of this Agreement, evidencing said coverage and the requirements of this paragraph.

11.2 Automobile Liability Insurance. Collector, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

11.3 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

11.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Collector, including the insured's general supervision of Collector; products and completed operations of Collector; premises owned, occupied, or used by Collector; and automobiles owned, leased, or used by the Collector. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Collector to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

12. Insurance: Worker's Compensation.

Collector agrees to comply with all State requirements relating to Worker's Compensation Insurance and to provide the same for its employees.

4. All other provisions of the Agreement shall remain in full force and effect.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

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City Manager

Approved As  
To Content:

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Public Works Director/City Engineer

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City Attorney

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