



SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This SOLID WASTE AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on July 1, 2023 in the County of Alameda, State of California, by and between the LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and LIVERMORE SANITATION, INC., hereinafter referred to as "CONTRACTOR".

The DISTRICT and CONTRACTOR, for the consideration state herein, agree as follows:

1. **CONTRACT:** The contract includes all of the contract documents, the attachments, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement and all modifications and amendments thereto, and by this reference are incorporated herein.
2. **TERMS AND CONDITIONS OF WORK:**
 - a. CONTRACTOR agrees to collect, haul away and to properly dispose of all non-hazardous trash and recycling materials, as needed, from the locations specified in **ATTACHMENT A**.
 - b. CONTRACTOR agrees to furnish covered (hinged at ear) metal, leak-proof containers (bins) of the type, size and quantity specified in **ATTACHMENT A** and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Alameda.
 - c. CONTRACTOR agrees to steam clean, disinfect and deodorize the bins as often as necessary, however not less than once per year, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide bin covers, replace lock bars and replace bins DISTRICT considers unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.
 - d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities.
 - e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.
 - f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with

DISTRICT and County of Alameda policies and regulations, all State of California and Federal laws, the rules and regulations of the California Highway Patrol and other applicable ordinances.

- g. CONTRACTOR shall secure, pay for, and maintain current during the entire term of the Agreement all the necessary licenses, permits, fees, and taxes, which may be required by the city, county, state and federal government or agencies for the performance of the services under this Agreement.
 - h. CONTRACTOR hereby certifies that all truck drivers performing services under this agreement are fully licensed as required by state law.
3. **TERM:** The DISTRICT is looking for a strategic long-term partner and understands many resource efficiency initiatives will take time to develop. The initial term of the Agreement shall commence on July 1, 2023, and shall run for five (5) years, ending on June 30, 2028.
4. **RATES:** The fee schedule for waste and recycling services under this Agreement shall be specified in EXHIBIT H.
5. **ANNUAL RATE ADJUSTMENT:** Fee Schedule to remain the same through June 30, 2024. Annual rate adjustments thereafter based on CPI (Consumer Price Index). CONTRACTOR shall notify DISTRICT in writing thirty (30) days in advance of any rate change.
6. **INVOICE STATEMENT AND PAYMENT:**
 - a. At the end of each month, CONTRACTOR shall submit to DISTRICT's Accounts Payable Department:
 - i. An itemized and detailed statement specifying the schools and sites services and the number and dates of pick-ups per week; and
 - ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.
 - b. Special pick-ups shall be invoiced individually and separately and invoices for such pick-ups shall include the date, location, number of special pick-ups, number of bins picked up, applicable rates, and total amount due.
 - c. DISTRICT shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Agreement and in accordance with the fees specified in this Agreement. The invoices shall reflect the following, as applicable:
 - i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;
 - ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;
 - iii. Proration's for pick-ups during the off-track schedule; and
 - iv. Additional on demand services (40 year roll offs).

- 7. INDEPENDENT CONTRACTOR:** CONTRACTOR is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONTRACTOR or any of CONTRACTOR's employees or agents. CONTRACTOR shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its employees and agents, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.
- 8. DAMAGE AND REPAIRS:** CONTRACTOR shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations, except to the extent caused by the negligence or willful misconduct of DISTRICT and/or DISTRICT's employees. Should CONTRACTOR fail to make the necessary repairs promptly and to the satisfaction of the DISTRICT, DISTRICT may have the repairs made and invoice CONTRACTOR or deduct the cost of such repairs from payments due CONTRACTOR.
- 9. INSURANCE:**
- a. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, the following types of insurance:
 - i. Comprehensive General Liability Insurance with respect to the services provided under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.
 - ii. Automobile insurance and liability insurance for death, bodily injury and property damage with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate.
 - iii. Worker's compensation insurance for CONTRACTOR's employees and agents as required by law. Concurrent with the Agreement, CONTRACTOR shall also submit to DISTRICT a fully-executed Worker's Compensation Certificate.
 - b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, CONTRACTOR agrees to immediately provide DISTRICT with true and correct copies of all new and revised certificates of insurance.

- 10. INDEMNIFICATION:** CONTRACTOR shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suites or judgement to which DISTRICT and/or CONTRACTOR may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement. CONTRACTOR, however, shall not be required to indemnify for the acts of international misconduct or negligence by the party to be indemnified. CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its Board of Education, officers, employees or agents, or any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against DISTRICT, its Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.
- 11. FINGERPRINTING CERTIFICATION:** Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certificate form, in the form included herein certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.74 (c).
- 12. DEFAULT AND TERMINATION:** Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after a written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.
- 13. AMENDMENTS:** No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties.
- 14. ASSIGNMENT:** This Agreement or any interest of CONTRACTOR herein shall not at any time, be assigned or transferred by CONTRACTOR, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.
- 15. EDUCATION AND TRAINING:** Conduct Classroom and assembly presentations for students and teachers to educate them about waste reduction or recycling goals.

- a. Provided training and communication in an annual meeting to discuss waste handling procedures and collection issues for custodians.
- b. Provide appropriate training for the cafeteria staff and students to continue the organics waste collection program in schools.

16. NOTICES: All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by confirmed facsimile transmission or United States registered mail, return receipt requested, postage prepaid and the addressed as follows:

CONTRACTOR: LIVERMORE SANITATION 7000 National Drive, Livermore CA 94550

DISTRICT: LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT Attn: Tracy Dreher
Purchasing Department, 685 E. Jack London Blvd., Livermore CA 94551

Either party may change its address or contact person by giving notice to the other party.

17. SIGNATURE: This agreement must be signed in the name of the CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

The parties have executed this Agreement as indicated below:

DISTRICT: LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT


Name: Teresa Fiscus


Signature

Title: Asst. Supt. of Business Services

6-14-23
Date

CONTRACTOR: LIVERMORE SANITATION, INC.

By: 
Name: Adam Gooderham
Title: Division Vice President

Date: 6-14-23

EXHIBIT A

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one of the more of the following ways:

- a. By being insured against liability to pay compensation in one of more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employee in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.
- c. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer worker's compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was insured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Livermore Sanitation, INC.

By 

Adam Gooderham
(Signature of Authorized Signor)

Division Vice President
(Title)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

Exhibit B Fingerprinting

Certification

To the Governing Board of the Livermore Valley Joint Unified School District

I Adam Gooderham, acknowledge and certify as follows:
(Livermore Sanitation)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI)
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in California on 6/14/23

Adam Gooderham
Printed Name

Division Vice President
Title


Signature

4359 Town Center Blvd Ste. 215
Address

El Dorado Hills, CA 95762

Attachments:

- ATTACHMENT A – List of Locations/Service
- EXHIBIT H – Customer Rate for Rate Period Fourteen
- EXHIBIT H – RATES for LVJUSD
- EXHIBIT A – Workers Compensation Certificate
- EXHIBIT B – Fingerprinting Certification
- Notice to Contractors Regarding Criminal Records Check (Education Code Section 45125.1)

Attachment A

Service

July 1, 2023 -
June 30, 2024
GovernmentJuly 1, 2023 -
June 30, 2024
Government

Customer Name	Add Num	Service Street	Service Address	Code Description	Rate	Qty	Rate
ALMOND/VINEYARD SCHOOL	1401	ALMOND AVE	1401 ALMOND AVE	3 YD 1X WK RECYCLE 1	\$ 151.28	1	\$ 151.28
ALMOND/VINEYARD SCHOOL				4 YD 3X WK 1	\$ 820.06	1	\$ 820.06
ALMOND/VINEYARD SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	2	\$ 165.16
ALMOND/VINEYARD SCHOOL				96 GL 1X WK ORGANICS COM	\$ 82.58	1	\$ 82.58
ALMOND/VINEYARD SCHOOL				96G 1X WK COM REC 1ST CART			\$ -
ALMOND/VINEYARD SCHOOL				96G 1X WK ORG 1ST CART COM			\$ -
ALTAMONT CREEK SCHOOL	6500	GARAVENTA RANCH RD	6500 GARAVENTA RANCH RD	2 YD 1X WK COMPOST	\$ 100.85	1	\$ 100.85
ALTAMONT CREEK SCHOOL				3 YD 3X WK 1	\$ 602.48	1	\$ 602.48
ALTAMONT CREEK SCHOOL				4 YD 1X WK RECYCLE 1	\$ 201.71	1	\$ 201.71
ALTAMONT CREEK SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	13	\$ 1,073.54
ALTAMONT CREEK SCHOOL				96 GL 1X WK ORGANICS COM	\$ 82.58	2	\$ 165.16
ALTAMONT CREEK SCHOOL				96G 1X WK COM REC 1ST CART			\$ -
ALTAMONT CREEK SCHOOL				96G 1X WK ORG 1ST CART COM			\$ -
ARROYO MOCHO SCHOOL	1040	FLORENCE RD	1040 FLORENCE RD	3 YD 2X WK 1	\$ 393.93	1	\$ 393.93
ARROYO MOCHO SCHOOL				3 YD 2X WK RECYCLE 1	\$ 315.14	1	\$ 315.14
ARROYO MOCHO SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	4	\$ 330.32
ARROYO MOCHO SCHOOL				96G 1X WK COM REC 1ST CART			\$ -
ARROYO SECO SCHOOL	5280	IRENE WAY	5280 IRENE WAY	4 YD 1X WK ORGANICS	\$ 201.71	1	\$ 201.71
ARROYO SECO SCHOOL				4 YD 2X WK RECYCLE 1	\$ 420.19	1	\$ 420.19
ARROYO SECO SCHOOL				4 YD 3X WK 1	\$ 820.06	1	\$ 820.06
ARROYO SECO SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	7	\$ 578.06
ARROYO SECO SCHOOL				96G 1X WK COM REC N/C			\$ -
CHRISTENSEN SCHOOL	5757	HAGGIN OAKS AVE	5757 HAGGIN OAKS AVE	2 YD 1X WK COMPOST	\$ 100.85	1	\$ 100.85
CHRISTENSEN SCHOOL				2 YD 1X WK RECYCLE 1	\$ 100.85	1	\$ 100.85
CHRISTENSEN SCHOOL				3 YD 2X WK 1	\$ 393.93	1	\$ 393.93
CHRISTENSEN SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	15	\$ 1,238.70
CHRISTENSEN SCHOOL				96 GL 1X WK ORGANICS COM	\$ 82.58	3	\$ 247.74
CHRISTENSEN SCHOOL				96G 1X WK COM REC 1ST CART			\$ -
CHRISTENSEN SCHOOL				96G 1X WK ORG 1ST CART COM			\$ -
DEL VALLE 5TH ST SCHOOL	2253	5TH ST	2253 5TH ST	3 YD 1X WK 1	\$ 189.10	1	\$ 189.10
DEL VALLE 5TH ST SCHOOL				3 YD 1X WK RECYCLE 1	\$ 151.28	1	\$ 151.28
DEL VALLE 5TH ST SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	3	\$ 247.74
DEL VALLE 5TH ST SCHOOL				96G 1X WK COM REC 1ST CART			\$ -
EAST AVENUE SCHOOL	3951	EAST AVE	3951 EAST AVE	4 YD 1X WK RECYCLE 1	\$ 201.71	1	\$ 201.71
EAST AVENUE SCHOOL				6 YD 2X WK 1	\$ 804.29	1	\$ 804.29
EAST AVENUE SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	5	\$ 412.90
EAST AVENUE SCHOOL				96 GL 1X WK ORGANICS COM	\$ 82.58	1	\$ 82.58
EAST AVENUE SCHOOL				96G 1X WK COM REC 1ST CART			\$ -
EAST AVENUE SCHOOL				96G 1X WK ORG 1ST CART COM			\$ -

EMMA C SMITH SCHOOL	391	ONTARIO DR	391 ONTARIO DR		2 YD 1X WK COMPOST	\$	100.85	1	\$	100.85
EMMA C SMITH SCHOOL					4 YD 1X WK RECYCLE 1	\$	201.71	1	\$	201.71
EMMA C SMITH SCHOOL					4 YD 2X WK 1	\$	525.24	1	\$	525.24
EMMA C SMITH SCHOOL					96 GL 1X WK COM RECY 1	\$	82.58	12	\$	990.96
EMMA C SMITH SCHOOL					96G 1X WK COM REC 1ST CART				\$	-
EMMA C SMITH SCHOOL					96G 1X WK ORG 1ST CART COM				\$	-
GRANADA HIGH SCHOOL	400	WALL ST	400 WALL ST		4 YD 2X WK ORGANICS	\$	420.19	1	\$	420.19
GRANADA HIGH SCHOOL					6 YD 2X WK RECYCLE 1	\$	643.43	1	\$	643.43
GRANADA HIGH SCHOOL					6 YD 3X WK 1	\$	1,230.09	1	\$	1,230.09
GROUPS- BUS BARN	2900	LADD AVE	2900 LADD AVE		1826 EXEMPT				\$	-
GROUPS- BUS BARN					DISPOSAL FEE ORGANICS - RO	\$	40.50	1	\$	40.50
GROUPS- BUS BARN					HAUL 30 YD DEBRIS BOX - RO				\$	-
GROUPS- BUS BARN					HAUL 30 YD ORGANICS - RO	\$	708.25	1	\$	708.25
JACKSON AVENUE SCHOOL	554	JACKSON AVE	554 JACKSON AVE		2 YD 1X WK COMPOST	\$	100.85	1	\$	100.85
JACKSON AVENUE SCHOOL					3 YD 1X WK RECYCLE 1	\$	151.28	1	\$	151.28
JACKSON AVENUE SCHOOL					4 YD 3X WK 1	\$	820.06	1	\$	820.06
JACKSON AVENUE SCHOOL					96 GL 1X WK COM RECY 1	\$	82.58	9	\$	743.22
JACKSON AVENUE SCHOOL					96 GL 1X WK ORGANICS COM	\$	82.58	7	\$	578.06
JACKSON AVENUE SCHOOL					96G 1X WK COM REC 1ST CART				\$	-
JACKSON AVENUE SCHOOL					96G 1X WK ORG 1ST CART COM				\$	-
JOE MICHELL SCHOOL	1001	ELAINE AVE	1001 ELAINE AVE		2 YD 1X WK COMPOST	\$	100.85	1	\$	100.85
JOE MICHELL SCHOOL					4 YD 1X WK RECYCLE 1	\$	201.71	1	\$	201.71
JOE MICHELL SCHOOL					4 YD 3X WK 1	\$	820.06	1	\$	820.06
JOE MICHELL SCHOOL					96 GL 1X WK COM RECY 1	\$	82.58	11	\$	908.38
JOE MICHELL SCHOOL					96 GL 1X WK ORGANICS COM	\$	82.58	1	\$	82.58
JOE MICHELL SCHOOL					96G 1X WK COM ORG N/C				\$	-
JOE MICHELL SCHOOL					96G 1X WK COM REC N/C				\$	-
JOE MICHELL SCHOOL								1	\$	-
JUNCTION AVENUE SCHOOL	298	JUNCTION AVE	298 JUNCTION AVE		4 YD 1X WK ORGANICS	\$	201.71	1	\$	201.71
JUNCTION AVENUE SCHOOL					6 YD 1X WK RECYCLE 1	\$	308.96	1	\$	308.96
JUNCTION AVENUE SCHOOL					6 YD 3X WK 1	\$	1,230.09	1	\$	1,230.09
JUNCTION AVENUE SCHOOL					64 GL 1X WK COM ORG 1ST CRT				\$	-
JUNCTION AVENUE SCHOOL					96 GL 1X WK COM RECY 1	\$	82.58	12	\$	990.96
JUNCTION AVENUE SCHOOL					96G 1X WK COM REC 1ST CART				\$	-
LAWRENCE ELEMENTARY SCHOOL	2451	PORTOLA AVE	2451 PORTOLA AVE		4 YD 1X WK RECYCLE 1	\$	201.71	1	\$	201.71
LAWRENCE ELEMENTARY SCHOOL					96 GL 1X WK COM RECY 1	\$	82.58	14	\$	1,156.12
LAWRENCE ELEMENTARY SCHOOL					96 GL 1X WK ORGANICS COM	\$	82.58	1	\$	82.58
LAWRENCE ELEMENTARY SCHOOL					96G 1X WK COM REC 1ST CART				\$	-
LAWRENCE ELEMENTARY SCHOOL					96G 1X WK ORG 1ST CART COM				\$	-
LAWRENCE ELEMENTARY SCHOOL					COMP HAUL 15 YD DEBRIS BOX - RO				\$	-
LAWRENCE ELEMENTARY SCHOOL					HAUL 15 YD COMP	\$	590.21		\$	-
LEO CROCE ELEMENTARY	5650	SCENIC AVE	5650 SCENIC AVE		2 YD 1X WK COMPOST	\$	100.85	1	\$	100.85
LEO CROCE ELEMENTARY					3 YD 1X WK RECYCLE 1	\$	151.28	1	\$	151.28
LEO CROCE ELEMENTARY					4 YD 3X WK 1	\$	320.06	1	\$	820.06

LEO CROCE ELEMENTARY						96 GL 1X WK COM RECY 1	\$	82.58	18	\$	1,486.44
LEO CROCE ELEMENTARY						96G 1X WK COM REC 1ST CART				\$	-
LEO CROCE ELEMENTARY						96G 1X WK ORG 1ST CART COM				\$	-
LIVERMORE HIGH SCHOOL	600	MAPLE ST			600 MAPLE ST	2 YD 1X WK 1	\$	126.06	1	\$	126.06
LIVERMORE HIGH SCHOOL						2 YD 1X WK COMPOST	\$	100.85	1	\$	100.85
LIVERMORE HIGH SCHOOL						3 YD ON CALL ORGANICS			0	\$	-
LIVERMORE HIGH SCHOOL						7 YD 3X WK RECYCLE	\$	1,171.54	1	\$	1,171.54
LIVERMORE HIGH SCHOOL						COMP HAUL 15 YD DEBRIS BOX - RO			0	\$	-
LIVERMORE HIGH SCHOOL						HAUL 15 YD COMP	\$	590.21	1	\$	590.21
LIVERMORE HIGH SCHOOL						HAUL 40 YD			0	\$	-
LIVERMORE HIGH SCHOOL									1	\$	-
LIVERMORE HIGH SCHOOL AG FARM	3688	LAS COLINAS RD			3688 LAS COLINAS RD	3 YD ON CALL - COM			0	\$	-
LVJUSD MAINTENANCE YARD	2805	LADD AVE			2805 LADD AVE	4 YD 1X WK 1	\$	252.13	1	\$	252.13
LVJUSD MAINTENANCE YARD						4 YD 1X WK RECYCLE 1	\$	201.71	1	\$	201.71
LVJUSD MAINTENANCE YARD						96 GL 1X WK COM RECY 1	\$	82.58	2	\$	165.16
LVJUSD MAINTENANCE YARD						96G 1X WK ORG 1ST CART COM			0	\$	-
LVJUSD DISTRICT OFFICE	685	E JACK LONDON BLVD			685 E JACK LONDON BLVD	3 YD 1X WK RECYCLE 1	\$	151.28	1	\$	151.28
LVJUSD DISTRICT OFFICE						4 YD 1X WK 1	\$	252.13	1	\$	252.13
LVJUSD DISTRICT OFFICE						7 YD 1X WK RECYCLE	\$	360.46	1	\$	360.46
LVJUSD DISTRICT OFFICE						96 GL 1X WK ORGANICS COM	\$	82.58	1	\$	82.58
LVJUSD DISTRICT OFFICE						96G 1X WK ORG 1ST CART COM			0	\$	-
MAINTENANCE YARD	2805	LADD AVE			2805 LADD AVE	1826 EXEMPT			0	\$	-
MAINTENANCE YARD						HAUL 30 YD	\$	393.47	1	\$	393.47
MAINTENANCE YARD						HAUL 30 YD DEBRIS BOX - RO			0	\$	-
MARYLIN AVE SCHOOL	800	MARYLIN AVE			800 MARYLIN AVE	3 YD 1X WK COMPOST	\$	151.28	1	\$	151.28
MARYLIN AVE SCHOOL						4 YD 2X WK RECYCLE 1	\$	420.19	1	\$	420.19
MARYLIN AVE SCHOOL						96 GL 1X WK COM RECY 1	\$	82.58	13	\$	1,073.54
MARYLIN AVE SCHOOL						96 GL 1X WK ORGANICS COM	\$	82.58	3	\$	247.74
MARYLIN AVE SCHOOL						96G 1X WK COM REC 1ST CART			0	\$	-
MARYLIN AVE SCHOOL						96G 1X WK ORG 1ST CART COM			0	\$	-
MARYLIN AVE SCHOOL						COMP HAUL 15 YD DEBRIS BOX - RO			0	\$	-
MARYLIN AVE SCHOOL						HAUL 15 YD COMP	\$	590.21	1	\$	590.21
MENDENHALL MIDDLE SCHOOL	1701	EL PADRO DR			1701 EL PADRO DR	2 YD 1X WK COMPOST	\$	100.85	2	\$	201.70
MENDENHALL MIDDLE SCHOOL						4 YD 1X WK RECYCLE 1	\$	201.71	1	\$	201.71
MENDENHALL MIDDLE SCHOOL						96 GL 1X WK COM RECY 1	\$	82.58	3	\$	247.74
MENDENHALL MIDDLE SCHOOL						96G 1X WK COM ORG N/C			0	\$	-
MENDENHALL MIDDLE SCHOOL						96G 1X WK COM REC 1ST CART			0	\$	-
MENDENHALL MIDDLE SCHOOL						HAUL 15 YD COMP			0	\$	-
MENDENHALL MIDDLE SCHOOL									1	\$	-
RANCHO LAS POSITAS	401	E JACK LONDON BLVD			401 E JACK LONDON BLVD	2 YD 1X WK COMPOST	\$	100.85	1	\$	100.85
RANCHO LAS POSITAS						4 YD 1X WK RECYCLE 1	\$	201.71	1	\$	201.71
RANCHO LAS POSITAS						4 YD 2X WK 1	\$	525.24	1	\$	525.24
RANCHO LAS POSITAS						96 GL 1X WK COM RECY 1	\$	82.58	5	\$	412.90
RANCHO LAS POSITAS						96G 1X WK COM REC 1ST CART			0	\$	-

SUNSET ELEMENTARY SCHOOL	1671	FRANKFURT WAY	1671 FRANKFURT WAY	2 YD 1X WK COMPOST	\$ 100.85	1	\$ 100.85
SUNSET ELEMENTARY SCHOOL				4 YD 2X WK 1	\$ 525.24	1	\$ 525.24
SUNSET ELEMENTARY SCHOOL				4 YD 2X WK RECYCLE 1	\$ 420.19	1	\$ 420.19
SUNSET ELEMENTARY SCHOOL				96 GL 1X WK COM RECY 1	\$ 82.58	14	\$ 1,156.12
SUNSET ELEMENTARY SCHOOL				96 GL 1X WK ORGANICS COM	\$ 82.58	1	\$ 82.58
SUNSET ELEMENTARY SCHOOL				96G 1X WK COM REC 1ST CART		0	\$ -
SUNSET ELEMENTARY SCHOOL				96G 1X WK ORG 1ST CART COM		0	\$ -

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

RATES FOR DROP BOX AND COMPACTOR CUSTOMERS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	\$236.08	Not Available	\$236.08	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$944.33	Not Available	\$566.60	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$393.41	\$1,180.41	\$236.08	\$708.25	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$1,259.11	Not Available	\$755.46	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$524.63	\$1,573.88	\$314.78	\$944.33	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$1,888.65	Not Available	\$1,133.19	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$1,967.35	Not Available	\$1,180.41	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$786.94	\$2,360.82	\$472.16	\$1,416.49	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$1,049.26	\$3,147.76	\$629.55	\$1,888.65	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$40.05
Recyclables	\$0.00
Compostables	\$40.05
Brick	\$35.50
Dirt*	\$45.50
Wood*	\$100.50
Treated Wood Waste (minimum charge of \$400.00)*	\$135.00
Metal	\$118.00
Christmas Trees	\$36.38
Concrete*	\$35.50
Construction and demolition debris (mixed)	\$109.15

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$129.08
Certificate of Destruction	All box sizes	\$472.67
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$5.15
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.00
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$488.00
Impound Fee	Per item	\$178.73
Mattresses	Per item	\$99.00
Placement Charge	All box sizes	\$69.67
Relocation Fee	All box sizes	\$103.99
Special Handling Fee	Per charges from landfill on weight ticket.	\$488.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$93.23
Steam Cleaning - Compactor	All box sizes	\$172.25
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$52.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$70.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$118.00

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

RATES FOR GOVERNMENT CART CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$21.51	\$44.18	\$67.26	\$91.17	\$115.94	\$141.53
64-gallon Cart	\$31.95	\$65.89	\$100.45	\$136.27	\$173.35	\$211.69
96-gallon Cart	\$49.90	\$103.23	\$157.53	\$213.82	\$272.08	\$332.31

* Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$0.00	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$0.00	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$0.00	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$0.00	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$17.21	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$25.56	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$39.92	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$17.21	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$25.56	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$39.92	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$6.26	\$13.22	\$21.44
Pick-Up Other than Regularly Scheduled Day	\$6.26	\$13.22	\$21.44

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$63.03	\$128.59	\$196.66	\$267.26	\$340.38	\$424.82	\$126.07	\$257.18	\$393.32	\$534.52	\$680.76	\$849.65
2 cubic yard	\$126.06	\$257.17	\$401.65	\$545.84	\$695.17	\$867.38	\$252.13	\$514.35	\$803.30	\$1,091.68	\$1,390.33	\$1,734.75
3 cubic yard	\$189.10	\$393.93	\$602.48	\$835.83	\$1,064.50	\$1,301.06	\$378.20	\$787.86	\$1,204.96	\$1,671.66	\$2,129.00	\$2,602.11
4 cubic yard	\$252.13	\$525.24	\$820.06	\$1,114.44	\$1,419.34	\$1,770.19	\$504.27	\$1,050.48	\$1,640.12	\$2,228.88	\$2,838.67	\$3,540.37
5 cubic yard	\$321.84	\$670.24	\$1,025.08	\$1,421.51	\$1,810.42	\$2,257.04	\$643.67	\$1,340.48	\$2,050.16	\$2,843.02	\$3,620.84	\$4,514.08
6 cubic yard	\$386.20	\$804.29	\$1,230.09	\$1,705.82	\$2,172.50	\$2,708.45	\$772.42	\$1,608.58	\$2,460.18	\$3,411.63	\$4,345.00	\$5,416.89
7 cubic yard	\$450.57	\$938.34	\$1,464.43	\$1,990.12	\$2,585.34	\$3,221.49	\$901.14	\$1,876.68	\$2,928.86	\$3,980.24	\$5,170.68	\$6,442.98

**** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$50.43	\$102.87	\$157.33	\$213.81	\$272.31	\$339.86	\$100.86	\$205.74	\$314.66	\$427.62	\$544.61	\$679.72
2 cubic yard	\$100.85	\$205.74	\$321.32	\$436.67	\$556.13	\$693.90	\$201.70	\$411.48	\$642.64	\$873.34	\$1,112.26	\$1,387.80
3 cubic yard	\$151.28	\$315.14	\$481.98	\$668.67	\$851.60	\$1,040.84	\$302.56	\$630.29	\$963.97	\$1,337.33	\$1,703.20	\$2,081.69
4 cubic yard	\$201.71	\$420.19	\$656.05	\$891.55	\$1,135.47	\$1,416.15	\$403.41	\$840.38	\$1,312.10	\$1,783.10	\$2,270.94	\$2,832.30
5 cubic yard	\$257.47	\$536.19	\$820.06	\$1,137.21	\$1,448.33	\$1,805.63	\$514.94	\$1,072.38	\$1,640.13	\$2,274.42	\$2,896.67	\$3,611.26
6 cubic yard	\$308.96	\$643.43	\$984.07	\$1,364.65	\$1,738.00	\$2,166.76	\$617.93	\$1,286.87	\$1,968.14	\$2,729.31	\$3,476.00	\$4,333.51

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
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7 cubic yard	\$360.46	\$750.67	\$1,171.54	\$1,592.10	\$2,068.27	\$2,577.19	\$720.92	\$1,501.34	\$2,343.09	\$3,184.19	\$4,136.54	\$5,154.38
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EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	<u>Pick-Ups per Week</u>						<u>Pick-Ups per Week</u>					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$50.43	\$102.87	\$157.33	\$213.81	\$272.31	\$339.86	\$100.86	\$205.74	\$314.66	\$427.62	\$544.61	\$679.72
2 cubic yard	\$100.85	\$205.74	\$321.32	\$436.67	\$556.13	\$693.90	\$201.70	\$411.48	\$642.64	\$873.34	\$1,112.26	\$1,387.80
3 cubic yard	\$151.28	\$315.14	\$481.98	\$668.67	\$851.60	\$1,040.84	\$302.56	\$630.29	\$963.97	\$1,337.33	\$1,703.20	\$2,081.69
4 cubic yard	\$201.71	\$420.19	\$656.05	\$891.55	\$1,135.47	\$1,416.15	\$403.41	\$840.38	\$1,312.10	\$1,783.10	\$2,270.94	\$2,832.30
5 cubic yard	\$257.47	\$536.19	\$820.06	\$1,137.21	\$1,448.33	\$1,805.63	\$514.94	\$1,072.38	\$1,640.13	\$2,274.42	\$2,896.67	\$3,611.26
6 cubic yard	\$308.96	\$643.43	\$984.07	\$1,364.65	\$1,738.00	\$2,166.76	\$617.93	\$1,286.87	\$1,968.14	\$2,729.31	\$3,476.00	\$4,333.51

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	<u>Container Size</u>						<u>Container Size</u>					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$16.11	\$32.21	\$48.33	\$64.42	\$96.63	\$112.73	\$32.22	\$64.42	\$96.66	\$128.83	\$193.25	\$225.46
Pick-Up Other than Regularly Scheduled Day	\$28.62	\$43.98	\$59.49	\$74.83	\$102.88	\$121.05	\$57.24	\$87.97	\$118.98	\$149.66	\$205.76	\$242.10

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Government customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Services for Government Bin and Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$90.37
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$17.72
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$65.05
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$47.24
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$8.19
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$8.19
Overage Charge	Per cubic yard rate	\$12.29
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	\$46.62
Lost Lock	Fee for replacing lost lock	\$16.34
Steam Cleaning Bin	Charge per visit	\$82.89
Steam Cleaning Cart	Charge per visit	\$47.24

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.