

**AGENDA ITEM 1
ATTACHMENT 1**

COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES COLLECTION AGREEMENT

**City of Covington
and
Fiorito Enterprises Inc. and Rabanco Company
d/b/a Kent-Meridian Disposal Company**

July 1, 2013 – June 30, 2022

**COMPREHENSIVE GARBAGE, RECYCLABLES, AND
COMPOSTABLES COLLECTION CONTRACT**

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- Attachment A: Service Area Map
- Attachment B: Contractor Initial Rates
- Attachment C: Rate Modification Example

This solid waste collection contract is entered into by and between the City of Covington, a municipal corporation of the State of Washington (“City”), and Fiorito Enterprises Inc and Rabanco Companies d/b/a Kent-Meridian Disposal Company, a Washington partnership (“Contractor”) to provide for collection of Garbage, Compostables, and Recyclables from Single-Family Residences, Multi-Family Complexes, and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

The parties, in consideration of the promises, representations, and warranties contained herein, agree as follows:

RECITALS

WHEREAS, the City has previously notified the Contractor of its intention of exert City control over solid waste collection within municipal boundaries and is now contracting with the Contractor to provide solid waste collection and related services; and

WHEREAS, the Contractor represents that it has the experience, resources, and expertise necessary to perform the contract services; and

WHEREAS, the City desires to enter into this contract with the Contractor for the Garbage, Recyclables, and Compostables collection services;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and Contractor do hereby agree as follows:

DEFINITIONS

Bulky Waste: The term “Bulky Waste” means discrete items of Garbage of a size or shape that precludes collection in regular collection containers. Bulky Waste includes, without limitation: large appliances, such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers, water heaters; furniture, such as chairs or sofas, televisions, mattresses; and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Change in Control: Change in Control means a transaction or series of related transactions by which more than fifty percent (50%) of the direct or beneficial voting interests in the Contractor is acquired by a person or affiliated group of persons who prior thereto held less than fifty percent (50%) of the direct or beneficial voting interests in the Contractor; provided, however, that a Change in Control shall not include (1) intracompany transfers, such as transfers between different subsidiaries or branches of a parent corporation of the Contractor, or transfers to corporations, limited liability companies, limited partnerships, general partnerships, or any other entity controlled by, controlling, or under common control with the Contractor immediately prior to such transaction or series of transactions, or (2) changes in the director or beneficial voting interests in the Contractor occurring through an acquisition or acquisitions of shares on any public exchange.

City: The word “City” means the City of Covington, King County, Washington, acting by and through its City Manager, or his/her designated representative, except where applicable law would require action by the city council.

City Service Area: The initial City Service Area is delineated in the service area map provided as Attachment A to this Contract.

Commercial Customer: The term “Commercial Customer” means non-residential Customers including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Commercial Recyclables: The term “Commercial Recyclables” means aluminum cans and foil; corrugated cardboard; glass containers; recyclable plastic containers that have contained non-hazardous products; Mixed Paper; newspaper; polycoated cartons; tin cans; and such other materials that the City and Contractor determine to be recyclable.

Compostables: The word “Compostables” means Yard Debris and Food Scraps separately or combined.

Compostables Cart: The term “Compostables Cart” means a Contractor-provided 20/21-32/35-, 64- or 96-gallon wheeled cart provided to Compostables collection Customers for the purpose of containing and collecting Compostables.

Container: The word “Container” means any Micro-Can, Cart, Detachable Container, or Drop-Box Container owned and provided by the Contractor.

Contractor: The word “Contractor” means Fiorito Enterprises, Inc. and Rabanco Companies, d/b/a Kent-Meridian Disposal Company, which has contracted with the City to collect and dispose of Garbage and to collect, process, market, and transport Recyclables and Compostables.

Curb or Curbside: The words “Curb” or “Curbside” mean on the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor’s equipment, and mutually agreed to by the City and Contractor.

Customer: The word “Customer” means all persons and entities to whom the Contractor provides any of the services provided for herein, including property owners, managers, and tenants.

Detachable Container: The term “Detachable Container” means a watertight metal or plastic Container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Drop-Box Container: The term “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied, and transported back to the Customer’s site.

Extra Unit: The term “Extra Unit” means excess material that does not fit in the Customer’s primary Container. In the case of Can/Cart services, an Extra Unit shall be 32-gallons in volume and may be loose or contained in either a plastic bag or Garbage Can. In the case of Garbage Containers of one (1) cubic yard or more in capacity, an Extra Unit is one (1) cubic yard or any portion of one (1) cubic yard (so that, for example, one and one-half (1.5) cubic yards would constitute two (2) Extra Units).

Food Scraps: The term “Food Scraps” mean all Compostable pre- and post-consumer organic wastes placed in a Compostables Cart, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or biodegradable products specifically accepted by the Contractor’s selected composting site. Food Scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department to be treated as such for the frequency of collection provided by the Contractor.

Garbage: The word “Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers of the Contractor in appropriate bins, bags, cans, or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables, or Compostables.

Garbage Can: The term “Garbage Can” means a City-approved Container that is a water-tight galvanized sheet-metal or sturdy plastic Container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle so as to be capable of being kept rodent and insect proof.

Garbage Cart: The term “Garbage Cart” means a Contractor-provided 20/21-, 32/35-, 64- or 96-gallon wheeled cart suitable for household deposit, storage, and Curbside placement and collection of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

Hazardous Waste: The term “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

King County Disposal System: The term “King County Disposal System” means the real property owned, leased, or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the then current King County Comprehensive Solid Waste Management Plan.

Micro-Can: The term “Micro-Can” means a water-tight plastic Container not exceeding ten (10) gallons in capacity; fitted with two (2) sturdy handles, one on each side; and fitted with a tight cover.

Mixed Paper: The term “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperback books, paperboard packaging, paper cups, and other fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper, or paper packaging combined with plastic, wax, or foil are excluded from the definition of Mixed Paper.

Mixed-Use Building: The term “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

Multi-Family Complex: The term “Multi-Family Complex” means an apartment, condominium, or similar multi-family Residential complex that is billed collectively for collection service.

Private Road: The term “Private Road” means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term “Public Street” means a public right-of-way used for public travel, including public alleys.

Recycling: The word “Recycling” means pertaining to the preparation, collection, processing, and marketing of Recyclables.

Recycling Cart: The term “Recycling Cart” means a Contractor-provided 35-, 64- or 96-gallon wheeled cart suitable for household collection, storage, and Curbside placement of Source-Separated Recyclables.

Recycling Container: The term “Recycling Container” means a Contractor-provided Container suitable for on-site collection, storage, and placement of Source-Separated Recyclables at Multi-Family Complexes and Commercial Customer locations.

Residence/Residential: The words “Residence” or “Residential” mean a living space, with a kitchen, individually rented, leased, or owned.

Residential Recyclables: The term “Residential Recyclables” means aluminum cans and foil; CLFs (compact fluorescent bulbs); corrugated cardboard; FOG (fats, oil, greases); glass Containers; Mixed Paper; motor oil; newspaper; recyclable plastic Containers that have contained non-hazardous products; polycoated or aseptic cartons; scrap electronics; Scrap Metals; and tin cans.

Scrap Metals: The term “Scrap Metals” means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece. Scrap metal shall include small appliances, including, but not limited to, microwave ovens and toasters, provided that the appliances meet size and weight requirements.

Single-Family Residence: The term “Single-Family Residence” means all one-unit houses, duplexes, triplexes, and four-plexes that are billed for collection service individually and located on a Public Street or Private Road.

Source-Separated: The term “Source-Separated” means certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including, but not limited to, Recyclables, Compostables, and other materials.

Special Waste: The term “Special Waste” means polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris, and other materials requiring special handling in accordance with applicable federal, state, county, or local laws or regulations.

Yard Debris: The term “Yard Debris” means leaves, grass, and clippings of woody, as well as fleshy, plants. Unflocked, undecorated holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two feet by two feet by four feet (2’x2’x4’) in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials.

WUTC: The term WUTC means the Washington Utilities and Transportation Commission.

**COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES
COLLECTION AGREEMENT**

This agreement (hereafter, “Contract”) is made and entered into this **XX** day of March 2013, by and between the City of Covington, a municipal corporation (hereafter, “City”), and Fiorito Enterprises, Inc. and Rabanco Companies, d/b/a Kent-Meridian Disposal Company, a Washington partnership (hereafter, “Contractor”).

1. TERM OF CONTRACT

The term of this Contract is nine years, starting July 1, 2013, and expiring June 30, 2022. The City may, at its sole option, extend this Contract for up to two (2) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. The parties, by written amendment of this Contract in accordance with the final paragraph of Section 6.17, may provide for additional options in favor of the City to extend the term of this Contract. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

2. SCOPE OF WORK

2.1 General Collection System Requirements

2.1.1 The Contractor shall collect, transfer, and dispose of Garbage, Recyclables, and Compostables according to the terms and conditions of this Contract; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein. The Contractor shall indemnify the City for any City damages cause by violation of this Section. To the extent identifiable, Customers shall remain responsible for any Hazardous Waste or Special Waste inadvertently collected and identified by Contractor.

2.1.2 City Service Area

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area.

2.1.3 Annexation and Incorporation of Former WUTC Certificate Areas

This Contract is in lieu of a franchise as provided in RCW 35A.14.900 for both the initial City Service Area as well as any future City annexation areas served by the Contractor under a WUTC certificate. The terms of this Contract have been established specifically to satisfy the Contractor’s rights to a City franchise and measureable damages under the state statute. Upon the expiration of the initial term of this Contract pursuant to Section 1 herein, or upon erlier termination of this Contract pursuant to Section 4.2

herein, the Contractor shall have no additional rights to compensation of any kind for its former WUTC-certificated area.

If additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts, and Containers, may take time to procure, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor. The Contractor agrees that their WUTC certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. Notwithstanding the term of this Contract set as forth in Section 1 herein, the term during which the Contractor will service any such areas annexed in the future will be the greater of (1) the term of this Contract (as the same may be extended), or (2) seven (7) years; provided, that effective as of any date following any expiration or earlier termination of this Contract, the Contractor by at least six (6) months' written notice to the City may terminate all rights and obligations of the Contractor with respect to the servicing of any such area.

If, during the life of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, unless the City grants a franchise to the holder of an existing WUTC certificate as provided in RCW 35A.14.900, upon not less than **ninety (90)** days' prior written notification from the City, such annexed areas shall become part of the Contract Service Area and the Contractor shall provide service within such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City acknowledges that equipment, such as trucks, carts, and Containers, may take time to procure for distribution, and, therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas covered by this paragraph due to procurement delays that are not within the control of the Contractor. The City will indemnify, hold harmless, and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses, and damages, including costs and attorney fees, arising out of the Contractor's service in that annexed territory under this Contract.

Annexed areas Customers shall receive the same Containers as used elsewhere in the City in accordance with the provisions of this Contract. In the event where an annexed area is being serviced with Containers different from the City's program, the Contractor shall be responsible for timely Customer notification, removal, and recycling of existing Containers and delivery of appropriate Containers to those Customers.

2.1.4 Unimproved Public Streets and Private Roads

Residences located in an area that does not allow safe access, turn-around, or clearance for service vehicles will be provided service if materials are set out adjacent to the nearest Public Street or Private Road that provides safe access.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-Family Customers is impractical due to distance or unsafe conditions, the Contractor shall work with the Customer to negotiate the nearest safe and mutually convenient pick up location.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective Customers. The Contractor may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

2.1.5 Hours/Days of Operation

All regular collections from Residential Customers shall be made on Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. The Contractor may perform Commercial collections twenty-four hour per day, provided such services do not take place in areas adjacent to Residential dwellings. The City may authorize an extension of hours or days to accommodate specific Customers or sections of routes. Saturday and/or Sunday collection is allowed to the extent consistent with the needs of Commercial Customers, special bulky waste collections, make-up collections, and holiday and inclement weather schedules, provided that Residential areas shall not be impacted by Contractor operations during those days. City code noise restrictions, as amended from time to time, shall be applicable to collection services provided under this contract.

2.1.6 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, and Compostables shall at all times be courteous; refrain from loud, inappropriate, or obscene language; exercise due care; perform their work without delay; minimize noise; and avoid damage to public or private property. If on private property, employees shall follow the regular

pedestrian walkways and paths, returning to the street after replacing empty Containers. Employees shall not trespass or loiter; cross flower beds, hedges, or property of adjoining premises; or meddle with property that does not concern them or their task at hand. While performing work under this Contract, employees shall wear a professional and presentable uniform with a company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal shall be addressed by the Contractor immediately, and related documentation shall be provided to the City.

2.1.7 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables, and Compostables to households lacking the ability to place Containers at the Curb, at no additional charge. To be eligible for this service, Customers must provide documentation of disability to satisfy disability requirements established by the City and have no other person in the household capable of moving Containers to the Curb.

2.1.8 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Year's Day, Thanksgiving Day, and Christmas Day).

When the day of regular collection is a King County Transfer Station holiday, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor shall not collect Residential Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer.

2.1.9 Inclement Weather and Other Service Disruptions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans and outcomes for each day that severe

inclement weather is experienced as soon as practical that same business day.

The Contractor shall collect Garbage, Recyclables, and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two (2) collection cycles in a row for a single collection day (i.e., Tuesday Customers), an additional collection will be made on the next possible business day that same week (i.e. not waiting for the regularly scheduled collection day for the missed area). If multiple days are missed due to inclement weather in multiple weeks, collections shall be made on the next regularly scheduled collection day. In the event of successive service disruptions impacting entire neighborhoods, the Contractor shall provide temporary Residential Garbage collection sites using driver-staffed Drop Box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

The inclement weather/disruption in service requirements in the preceding paragraph may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

All holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the *Seattle Times* newspaper and KING AM, KIRO, and KOMO radio stations) and the Regional Public Information Network (RPIN) notifying residents of the modification to the collection schedule.

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 4.1 herein.

2.1.10 Suspending Collection from Problem Customers

The City and the Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Containers; repeated refusal to position Garbage, Recycling, and Compostables Carts properly; repeated suspect claims of timely set-out followed by demands for return collection at no charge; repeated claims of Contractor damage to a Customer's property; or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

2.1.11 Missed Collections

If Garbage, Recyclables, or Compostables Containers are set out inappropriately, including, without limitation, any "sunken" Containers (i.e. Containers of any kind that must be lifted out of a hole or other depression in the street, sidewalk, driveway, or ground); improperly prepared; or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a Customer in the proper manner shall be considered a missed pick-up and the Contractor shall collect the materials from the Customer on the same day if notified by 12:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain an electronic database of all missed pick-ups (whether reported by telephone call or e-mail) and the Contractor shall routinely note and provide corrective action to those Customers who experience repeated missed pick-ups. Such records shall be made available for inspection upon request by the City and shall be included with monthly reports unless otherwise directed by the City.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 12:00 p.m. on Friday), the Contractor shall collect the materials that day. If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge the Customer an additional fee for this service (a “return trip fee” at the rate specified in Attachment B), provided the Contractor notifies the Customer of this charge in advance.

2.1.12 Same Day Collection

Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and Compostables from Multi-Family Complexes and Commercial Customers need not be scheduled on the same day.

2.1.13 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-Separated Recyclables and Compostables collected by the Contractor that are not contaminated by Hazardous Materials or other materials to such an extent as to render the load non-recyclable, unless express prior permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor’s residuals from the overall processing operations at the facility (including both City and non-City material) shall not exceed five percent (5%). If more than five percent (5%) of inbound materials are found to be contaminants, the Contractor will develop a plan to determine which Customers are adding contaminants in their Recyclables and then provide a public education program to remedy the situation.

The Contractor shall process Recyclables in such a manner as to meet market specifications and to minimize out-throws and prohibitives in baled material. The Contractor shall remove ninety percent (90%) or more of the inbound contaminants for disposal.

City staff shall be provided access to the Contractor’s processing facilities at any time for the purposes of periodically monitoring the facilities’ performance under this Section. Monitoring may include, but not be limited to, taking samples of unprocessed Recyclables, breaking selected bales and measuring the out-throws and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure the Contractor’s performance under this Section and to ensure that misdirected Recyclables and contamination are minimized.

Obvious contaminants included with either Source-Separated Recyclables or Compostables shall not be collected, and shall be left in the Customer's Container with a prominently displayed notification tag (per Section 2.1.11) explaining the reason for rejection.

2.1.14 Routing, Notification, and Approval

The Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-Family Residence.

The Contractor may change the day of collection by giving notice at least twenty-one (21) days prior to the effective date of the proposed change and must obtain advance written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, and such approval shall not be unreasonably withheld.

2.1.15 Equipment Age/Condition

The Contractor shall use vehicles that meet model year 2010 or later federal emissions standards. Back-up vehicles used fewer than thirty (30) operating days per calendar year shall not be subject to the age and emission standards that apply to regularly-used vehicles, but shall be presentable, in safe working order, and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

All vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner, shall be thoroughly washed at least once every other week, and shall be repainted as necessary.

All collection equipment shall have appropriate safety markings, including all highway lighting, flashing, and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules, and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Compostables leachate) or oils (lubricating, hydraulic, or fuel) are discharged to Customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. All liquid spills will be immediately cleaned to the City's and Customer's satisfaction. Unremediated spills and failure to repair vehicle

leaks shall be subject to performance fees as provided in Section 4.1 herein.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle that clearly indicate the vehicle inventory number. The Customer service telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations, and the telephone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, and Customer service telephone number and website address. Special promotional messages may be permitted upon the City's prior written approval. In addition, any vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least twelve (12) inches high, an abbreviated truck designation number specific to the Contractor's operating division, limited to a three (3) digit numeral, to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The twelve (12) inch, three (3) digit number may be the last three (3) digits of a larger fleet number, provided that the initial numbers are no greater than four (4) inches high. All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas.

2.1.16 Container Requirements and Ownership

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 4.1 herein.

Customers may elect to own or secure Containers from other sources and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced safely by the Contractor's collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned Containers. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular Container is compatible, the City shall make a final determination.

2.1.16.1 Micro-Cans and Garbage Cans

Customers shall use a Contractor-owned Micro-Can or Garbage Cart for small Container Garbage collection service. Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary Container.

If a Customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers, wear and tear excepted.

2.1.16.2 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide Micro-Cans and 20/21-, 32/35-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 35-, 64- or 96-gallon Recyclables Carts; and 35-, 64- and 96-gallon Compostables Carts. All Carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed instructional label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. Failure to do so will result in performance fees as provided in Section 4.1. All wheeled cart manufacturers, styles, and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All Carts must have materials preparation instructions and telephone and website contact information that visually depicts allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid.

All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition to allow material storage, handling, and collection; contain no jagged edges or holes; be equipped with functional wheels or rollers for movement; be equipped with functional lid; and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement. The carts shall be labeled with instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Container causing the Container to melt or burn).

Contractor personnel shall note any damaged hinges, holes, poorly functioning wheels, and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling, and Compostables) and forward repair notices to

the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than three (3) business days after notice from the Customer or City. Replacement Carts may be new or used and reconditioned, and all Carts shall be clean and appear presentable when delivered. Unusable carts shall be retrieved by the Contractor, cleaned (if necessary), and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues and upon City-approval, the Contractor may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.16.3 Detachable and Drop-Box Containers

The Contractor shall furnish, deliver, and properly locate 1-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-Box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables, or Compostables within three (3) days of the request.

Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor. Containers shall not be placed by the Contractor, or kept for use by the Customer, in any City Public Street. Any Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Container located in City Public Right of Way is in violation of this Section and shall immediately be removed upon request by the City.

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every service; have four (4) wheels for Containers of two (2) cubic yards and under; be in good condition for Garbage, Recyclables, or Compostables storage and handling; and, have no leaks, jagged edges, or holes. Drop-Box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover

operated by a functional winch system that is maintained in good repair; additional fees charged to Customers may apply to Drop-Box Containers that are so equipped at a Customer's request. Each type of Detachable Container (i.e. Recyclables, Compostables, or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.16.6, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) before being initially supplied, or returned after repair or reconditioning, to any Customer. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by the Contractor if the City or a Health Department inspector determines that the Container fails to comply with reasonable standards or in any way constitutes or contributes to a health or safety hazard.

In the event that a particular Customer repeatedly damages a Container due to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval. The Contractor, in any such case, shall have the right to charge the Customer responsible for the damage for the Contractor's reasonable costs of repair, at the hourly rate listed in Attachment A.

2.1.16.4 Recycling Carts

The Contractor shall provide Recycling Carts to Customers within the City Service Area, including new Residences and annexation areas, as well as replacement Carts to existing Customers who request them because of loss, theft, or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts shall include information materials describing material preparation and collection

requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions that visually depict allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid, along with telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

In the event that a Customer intentionally damages or misuses their Recycling Cart, the Contractor may discontinue recycling service to that Customer, on the City's prior approval and/or may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.16.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts, and Compostables Carts purchased or obtained by the Contractor in performance of this Contract, shall, at the option of the City, revert to City ownership without further compensation to the Contractor except for Carts purchased by the Contractor to service annexation areas pursuant to Section 2.1.2, in which case the Carts shall be valued as described for Commercial Containers in the next paragraph. Upon written notice, the City may elect to assign this ownership option to a third party.

The City may elect, at its option and by written notice to the Contractor, to purchase or assign the right to purchase not less than all of the Contractor's in-place inventory of Detachable Containers and Drop-boxes used in the performance of this Contract for use by the Contractor's successor as the City's solid waste collection contractor. Written notice by the City of its election to purchase such items pursuant to this Section shall be effective (a) if this Contract terminates by reason of its scheduled expiration, only if the City gives such notice at least thirty (30) days prior to the scheduled expiration date of this Contract, or (b) in any other case, within ten (10) business days following the termination of this Contract. In the event that the Contractor's Containers are purchased by the City, the purchase price paid by the City to the Contractor for each purchased Container shall be the Container's new value (which shall be the average price at the time of purchase of the most comparable product available from three (3) manufacturers), depreciated by ten percent (10%) per year over a period of nine

(9) years, so that ninety percent (90%) of such presumed new value would be payable for a Container within the first year of the Container's use, eighty percent (80%) of such presumed new value would be payable for a Container within the second year of the Container's use, etc. (and nothing to be payable for any Containers that have been in use for more than nine (9) years). In determining a Container's presumed new value, the average manufacturer prices used shall include transportation from the manufacturer to the service yard of the Contractor within or closest to the City, but shall exclude sales or use taxes.

The City in advance accepts all such Containers obtained by the City in their "AS IS, WHERE IS" condition and without any express or implied warranty by Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. The City assumes all risks of loss or liability on account of the City's exercise of the City's rights under this Section or any use made of any such Containers after they become the property of the City.

2.1.16.6 Container Colors and Labeling

New and replacement Contractor-provided Recycling Carts shall be blue, Compostables Carts shall be green, and Garbage Carts shall be gray. Detachable Containers used for Garbage shall be gray and all Detachable Containers used for Recyclables shall be blue. The color requirements apply to both Cart bodies and lids, but not Commercial Container lids. Containers requiring repainting, including Containers damaged by graffiti, shall be repainted within one week of verbal, written, or e-mail notification by the City or Customer.

The City may direct changes to cart colors at any time prior to the Contractor ordering initial or replacement carts provided the new direction from the City does not require replacement of existing inventories and the cost per unit does not increase to the Contractor. Specific Container colors shall be approved by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with up-to-date instructional information and contact information prior to delivery, including both a customer service phone number and a website address. All label designs shall be approved by the City prior to ordering by the Contractor. The location of the label on the Containers shall be subject to the City's prior approval. Labels

shall be replaced by the Contractor at no additional charge when faded, damaged, out-of-date, or upon City or Customer request.

2.1.16.7 Container Weights

Micro-Cans shall not exceed twenty (20) pounds, 20-gallon Garbage Carts shall not exceed forty (40) pounds, and Garbage Cans shall not exceed sixty (60) pounds in weight. Cart weights shall not exceed sixty (60) pounds for the 35-gallon size, one hundred-twenty (120) pounds for the 64-gallon size and one hundred-eighty (180) pounds for the 96-gallon size. No specific weight restrictions are provided for Detachable Containers, however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weights.

2.1.17 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers and tippers on all collection vehicles shall be operated so as to prevent any blowing or spillage of materials. Any blowing or spillage of materials either caused by the Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at the Contractor's expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than twenty-five (25) miles per hour, the Contractor shall completely close any collection vehicle openings where materials may blow out and thoroughly inspect for and contain any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for performance fees, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers, and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of the Contractor vehicle fluids or leachate. The Contractor shall notify the City via e-mail within two (2) hours of any major spill or any spill that leaves a noticeable stain on City Roads or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response

procedures for review and approval by the City before initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures. Such training shall be provided to all vehicle drivers at least annually.

All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.1.18 Pilot Programs

The City or the Contractor may wish to test and/or implement one or more changes to waste stream segregation, materials processing, or collection technology, promotion of services, or collection frequency at some point during the term of this Contract.

The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by any City-initiated pilot programs shall be negotiated and included in a written addendum to this Contract prior to implementing any City-directed pilot or proceeding with City Service Area-wide full implementation. The Contractor shall coordinate with the City and participate fully in the design, roll-out, operation, and troubleshooting of such pilot programs.

Contractor-initiated pilot programs shall require prior written notification and approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers.

Contractor-initiated surveys are allowed of businesses and/or Residences to gather information about generic service preferences or to access pilot program options or outcomes, provided that all related data and analysis is shared with the City.

2.1.19 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient reasonably available manner, attempt to continue to collect Garbage, Recyclables, and Compostables to the same extent as though no interference existed upon the streets or alleys normally traversed. If due to construction of street or alley improvements the Contractor is not reasonably able to provide service on one or more

collection routes in accordance with the normal schedule, the Contractor, with the City's approval, may temporarily alter the times at which collection occurs on the affected route(s). This collection shall be done at no extra expense to the City or the Contractor's Customers.

2.1.20 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks, enclosures, compactor equipment, and other similar structures or areas shall also be available for existing Customers when adjusting Garbage, Recyclables, and Compostables services. Contractor planning assistance shall be provided within two (2) working days of the Contractor receiving a written request for assistance.

2.1.21 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities whether located on public or private property, including street Curbs. If such improvements, facilities, utilities, or Curbs are damaged and such damage is primarily attributable to the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to and become the responsibility of the Contractor.

2.1.22 Company Name

The Contractor shall not use a firm name containing any words implying municipal ownership without prior written permission from the City.

2.1.23 Transition and Implementation of Contract

Within forty-five (45) days of the execution of this Contract and no later than one hundred eighty (180) days prior to the commencement of services, the Contractor shall provide a detailed Transition and Implementation Plan to the City for review and approval. The Contractor's operations and management staff shall be available for weekly meetings with the City, at the City's request, during the Transition and Implementation Period, which shall be a period extending from submittal of the Transition and Implementation Plan through ninety (90) days following the

commencement of services. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for the City to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

2.1.24 Ongoing Coordination with City and Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request as well as on a quarterly schedule to discuss and resolve operational and Contract issues. The City may, at its option, conduct periodic performance reviews of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities, and other applicable items. The City's scope of review under this provision is intended to focus on analysis of the Contractor's performance and Contract compliance.

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall analyze and correct in good faith any deficiencies found in its performance under this Contract, including broader implementation of corrections that extend beyond the limited data or scope of a performance review to bring the Contractor into more complete Contract compliance.

The Contractor's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall implement and sustain actions that correct deficiencies. Failure to complete correction of deficiencies as outlined in the plan and/or failure to initiate good faith corrective actions within thirty (30) days shall constitute a failure to perform subject to performance fees as defined in Section 4.1.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, the Contractor shall report its own findings from internal monthly performance measures for collection, customer service, and maintenance functions. The City shall determine which of the Contractor internal performance management measures are relevant to addressing any particular

deficiencies and the Contractor shall continue to report those measures until notified in writing by the City.

2.1.25 Disposal Restrictions and Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System unless the Contractor is otherwise directed in writing by the City. The City shall be solely responsible for any claim by the County arising out of the Contractor's compliance with any written direction given by the City with respect to the delivery of Garbage collected by the Contractor pursuant to this Contract.

Garbage containing obvious non-incident amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. The Contractor's collection of Garbage knowing that it is mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 4.1.

The Contractor shall not be required to collect Hazardous Waste or any other materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of Hazardous Waste inadvertently collected by Contractor.

Title to and liability for any Hazardous Waste and any other materials that the disposal site is not authorized to receive or that cannot be legally accepted at the disposal site (including but not limited to any household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and radioactive material included with any Garbage delivered to Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials) shall not pass to Contractor, but shall remain with the party from whom such Hazardous Waste or any such other materials is received. In no instance shall the City incur any liability for Hazardous Waste or other materials collected by the Contractor.

Garbage collected by the Contractor may be processed to recover Recyclables, provided that any non-recyclable residual is disposed in accordance with the first paragraph of this Section. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

2.1.26 Violation of Ordinance

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the Containerization, collection, removal, and disposal of Garbage, Recyclables, and Compostables.

2.2 Collection Services

2.2.1 Single-Family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-Family Residence Customers in and adjacent to Micro-Cans, Garbage Cans, or plastic bags (for Extra Units) and/or Contractor-owned Garbage Carts. The Contractor shall make available carry-out service to disabled Customers at no charge (per Section 2.1.7) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. If a Customer is either eligible for, or subscribes to, carry-out service, carry-out service shall be provided for all three collection streams (Garbage, Recyclables, and/or Compostables) without duplicate surcharges.

2.2.1.2 Collection Containers

The Customer's primary Container must be a Micro-Can or Garbage Cart. Plastic bags and Garbage Cans may only be used for Extra Units, not as the Customer's primary Container. Micro-Can and Cart rental fees shall be embedded in the respective rate charged for the level of service and not separately charged or itemized.

Micro-Cans and Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) calendar days of the Customer's initial request.

2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

- (1) One 10-gallon Micro-Can
- (2) One 20/21-gallon Garbage Cart;

- (3) One 32/35-gallon Garbage Cart;
- (4) One 64-gallon Garbage Cart; and
- (5) One 96-gallon Garbage Cart.

On request, the Contractor shall also offer Customers monthly collection of one 32/35-gallon Garbage Cart with no putrescible wastes, at a rate equal to the weekly Micro-Can service level. Customers subscribing at this service level will continue to receive regularly scheduled Curbside recycling service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. An Extra Unit charge may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate or may leave the overweight Container at the Curb with a notification to the Customer as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. All Extra Units from Customers with a history of disputed charges shall be documented with a date and time stamped photograph. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. Customers shall place Containers on or abutting Public Streets or Private Roads. The Contractor may tag inappropriately placed Containers and may discontinue service in the event of persistent inappropriate Container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers, in an upright position, with lids closed and attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

2.2.2 Single-Family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

- | | |
|---------------------------|---|
| Aluminum Cans: | All clean aluminum cans, pie "tins," and foil that are placed in the Recycling Cart. |
| Corrugated Cardboard: | All corrugated cardboard boxes smaller than three (3) feet square and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection. |
| Fats, Oils, Grease (FOG): | Up to three (3) gallons of used cooking oil and kitchen grease that is free from contaminants and placed in clear screw-top plastic containers, labeled with the Customer's address, and placed next to the Customer's Recycling Cart. |
| Fluorescent Lights | All compact fluorescent bulbs packaged in accordance with Contractor instructions and placed on top of the Recycling Cart. |
| Glass Containers: | All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics, and window glass are excluded. |
| Mixed Paper: | All Mixed Paper |
| Motor Oil: | Up to three (3) gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with |

the Customer's address, and placed next to the Customer's Recycling Cart.

- Newspaper: All newspaper and advertising supplements that are delivered.
- Plastic Bags: All clean dry plastic bags (shopping, newspaper, and dry-cleaning bags) bagged together and placed in the Recycling Cart.
- Plastic Containers: All plastic bottles, cups, jugs, and tubs. Other plastics, automotive, or other hazardous product Containers and lids less than three (3) inches are excluded.
- Other Plastic: Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene, and PET plastic soda and water bottles; plastic buckets such as five (5) gallon pails; and clean plant pots.
- Scrap Metal: All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber, and/or other contaminants; and meets the size requirements defined for Scrap Metals.
- Tin Cans: All food and beverage tin cans with labels removed.
- Garbage Cans: The Contractor shall also collect and recycle unwanted Garbage Cans from Customers. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining adequate inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons for new Customers, provided that the Contractor shall offer and provide 32/35- or 64-gallon Recycling Carts on request to

those Customers requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall include a recycling/program brochure when distributed.

Recycling Carts shall be delivered by the Contractor to new Customers, or those Customers requesting replacements, within seven (7) days of the Customer's initial request.

2.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage collection. Single-Family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.5. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-Family Residence Recyclables from Garbage Customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-Family Residence. In this case, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of Residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

The Contractor shall collect properly packaged used motor oil from Single-Family Residential Customers. The Contractor may refuse to collect used motor oil from any Customer for any one of the following reasons: 1) the oil was not packaged in a clear, leak proof, plastic jug or bottle, securely sealed with a screw-cap; 2) the packaged oil contained substances other than used motor oil; 3) the packaged oil leaks in any way 4) the

Container is not properly labeled with the Customer's name and address; or 5) there is spillage at the Customer location which is not caused by the Contractor's employees. Should the Contractor reject used motor oil for any of these reasons, a tag outlining the reason for rejection shall be left with the oil.

The City and Contractor shall cooperate on monitoring the quality of Recyclables set out for collection. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate.

2.2.3 Compostables Collection

2.2.3.1 Subject Materials

Compostables shall be collected each collection cycle from Single-Family Customers who subscribe for that service.

Compostables containing obvious amounts of Recyclables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Compostables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee.

Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected. Contaminated or oversized Compostables collected by the Contractor shall be subject to extra fees in accordance with Attachment B.

2.2.3.2 Containers

A 96-gallon Compostables Cart shall be provided to all subscribers, unless a Customer specifically requests a smaller Compostables Cart. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6.

The default Compostables Cart size shall be 96-gallons, with 32/35- and 64-gallon sizes available upon request.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Garbage Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the Container's contents as Yard Debris.

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request. Redelivery fees shall be charged only to those Residential Customers that cancel and then restart Compostables Cart collection service within seven months of cancellation. In order for this fee to be applicable, Contractor must notify each Customer at the time they request service cancellation. The Contractor may charge a Compostables Cart cleaning and deodorizing fee, per occurrence, for each Compostables Cart cleaned and redelivered to existing Compostables collection subscribers upon their request.

2.2.3.3 Specific Collection Requirements.

Compostable materials shall be collected every-other-week on the same scheduled service day as Garbage collection. Compostables in excess of ninety-six (96) total gallons may be charged as Compostables Extra Units in thirty-two (32) gallon increments in accordance with Attachment B, except during the two (2) collection cycles immediately following a storm event, when up to ninety-six (96) additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge. Customers may also elect to subscribe to one or more 96-gallon Compostables Carts in addition to their initial Compostables Cart at a reduced rate, in accordance with Attachment B.

The Contractor shall collect on Public Streets and Private Roads, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

On-call Bulky Waste collection shall be offered, and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis.

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.5 Multi-Family Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family Complex and Commercial Customers in acceptable Containers as designated in Section 2.2.5.2.

2.2.5.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Multi-Family Complex and Commercial Customers shall be offered a full range of Containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) cubic-yard non-compacted Detachable Containers, and compacted or non-compacted Drop-Box Containers. The Contractor may also lease or sell compacted Drop-Box Containers and Drop-Box and Detachable Container Compactors to Customers outside of this Contract at rates negotiated between the Customer and the Contractor.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall

develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units and documentation of service irregularities such as damaged or blocked Containers. All Extra Units and service irregularities shall be documented with a date and time stamped photograph.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multi-Family Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible at that Customer's site.

Contractor-owned Containers shall be delivered by the Contractor to requesting Multi-Family Complex and Commercial Customers within three (3) days of the Customer's initial request. Customers shall properly care for Containers on the Customer's property, shall use reasonable efforts to protect such Containers from graffiti or negligent misuse, and shall not use such Containers for other than their intended purpose.

2.2.5.3 Specific Collection Requirements

Commercial Garbage collection shall be made available to Multi-Family Complex and Commercial Customers daily, Monday through Saturday, during the times specified in Section 2.1.3. Collection at Multi-Family sites shall be limited to the same hours as Single-Family Residence collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service.

2.2.5.4 Premium Services

Premium services for Commercial and Multifamily Customers include Contractor-provided locks, lockboxes to hold customer keys, opening and closing gates, and rolling out containers more than 10 (ten) feet. The charges for premium services are specified in Attachment B.

2.2.6 Multi-Family Complex Recyclables Collection

2.2.6.1 Subject Materials

The Contractor shall provide adequate Container capacity and collect all Recyclables from Multi-Family Complexes that are prepared in a manner similar to that described for Single-Family Residence Recyclables in Section 2.2.2.1., with the exception of used motor oil, fats/oils/grease, scrap electronics, and fluorescent lamps. This embedded Recyclables collection shall occur at no extra charge from base Garbage collection. The Contractor shall tag contaminated Containers, but will not collect the contaminated load as Garbage and not charge the resident or property manager a fee for contamination unless notification and correction procedures as specified by the City are completed.

2.2.6.2 Containers

The Contractor shall use Detachable Containers for recycling collection at Multi-Family sites wherever practicable and shall use Recycling Carts only at duplexes, tri-plexes, four-plexes and other sites where site constraints limit the use of Detachable Containers. Upon notice, Contractor shall equip Detachable Containers with special slotted recycling lids approved by the City.

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Detachable Containers and Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. The City may require that combination or common-keyed locks and multiple keys be provided by Contractor at no extra charge to limit

contamination of Recycling Carts or Recycling Detachable Containers.

Recycling Carts and Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multi-Family Complex Recycling Carts shall be relabeled periodically in accordance with Section 2.1.15.6.

2.2.6.3 Specific Collection Requirements

Multi-Family Complex recycling collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.4 for Multi-Family Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. After emptying Containers shall be replaced in the same location as found.

When space constraints limit the provision of Containers appropriately-sized for weekly collection, the Contractor shall provide more frequent collection, as necessary, of smaller Containers to provide adequate total recycling capacity for the Multi-Family Complex site.

2.2.6.4 Multi-Family Recycling Outreach and Incentives

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

Public Education will play an important role in this process. The Contractor and the City shall work together to conduct workshops, visit with Customers, and develop and implement a high quality public education campaign. The outcomes and results of these efforts will be tracked and reported to the City by the Contractor.

2.2.7 Commercial Recycling Collection

2.2.7.1 Subject Materials

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge subject to the limitations in Sections 2.2.7 and 2.2.7.3.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1. In the event of contaminated materials, the driver shall notify the Contractor, and the Contractor shall contact the Customer with specific instructions for Customer to prepare the rejected materials for collection service or authorization to collect the material as Garbage for the regular Garbage collection fee. Contractor shall notify the City immediately, through use of dispatch or route management staff, if repeated contamination occurs in Recyclables set out by any Commercial or Multi-Family Customer.

2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts and Recycling Detachable Containers shall be distinguished from Compostables or Garbage Container colors per Section 2.1.15.6 and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the Cart or Container.

At larger businesses, the Contractor may use Detachable Containers or Drop-Box Containers for Recyclables collection provided that they are distinguished from Containers used for Garbage collection and are equipped with prominent identifying labels.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be provided weekly during the hours and days specified in Section 2.2.5.3. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present.

Containers shall be replaced in the same location after emptying.

When providing weekly Commercial Recyclables collection to a particular Customer, the Contractor shall not be required to provide Recycling Container capacity greater than 150 percent of that Customer's weekly Garbage collection volume. For example, a Customer with a weekly four (4) cubic yard Garbage container would be provided up to six (6) cubic yards of weekly Recyclables Container capacity. Any additional recycling may be fee-based as negotiated between the Customer and Contractor.

Commercial Recyclables collection Containers and service may be ordered by the Commercial Customer, the City, or the City's contracted technical assistance consultant, provided that the Contractor shall not be required to provide Commercial Recyclables collection to an unwilling party.

2.2.8 Multi-Family Complex and Commercial Customer Compostables Collection

2.2.8.1 Subject Materials

The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis. If additional capacity is required, the Customer may arrange for that service privately, either through the Contractor or another party. The provision of fee-based Commercial Compostables collection in Detachable Containers by the Contractor shall comply with the service and billing standards of this Contract, even though rates are not regulated by this Contract.

Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected. The Contractor will contact Customers with specific instructions for Customer to make the rejected materials suitable for collection service.

2.2.8.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts and Detachable Containers.

Compostables Carts and Detachable Containers shall be delivered by the Contractor to new Multi-Family Complexes or Commercial Customers within three (3) days.

2.2.8.3 Specific Collection Requirements

Compostables shall be collected weekly from Multi-Family Complex and Commercial Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. The Contractor shall offer Carts lining with compostable cart liners at an additional cost. The liners shall be approved by the Contractor's composting facility. Cleanings of Carts, if requested by a Customer and provided by Contractor, shall be subject to additional fees.

The Contractor shall collect Containers at defined Multi-Family Complex or Commercial Customer Container spaces. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location.

Commercial and Multi-Family Customers using Compostables Collection service and the Contractor shall comply with Seattle-King County regulations for Commercial Food Scraps collection.

2.2.9 Drop-Box Container Garbage Collection

2.2.9.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Multi-Family Complex and Commercial Customers, in accordance with the service level selected by the Customer.

2.2.9.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Both Customer-owned and Contractor-owned Drop-Box Containers shall be serviced, including Customer-owned compactors.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.9.3 Specific Collection Requirements

Single-Family Residence, Multi-Family Complex and Commercial Customer Drop-Box Container collection must occur during the hours and days specified in 2.2.5.3.. Collection of Drop-Box Containers in Single-Family Residence and Multi-Family Complex areas and multi-use buildings containing Multi-Family Complexes shall be limited to the same hours as Single-Family Residence collection.

The Contractor shall provide service and equipment capability to collect full Drop-Box Containers no later than the next business day after the Customer's initial call. The Contractor shall maintain a sufficient Drop-Box Container inventory to provide empty Containers to new and temporary Customers within three (3) business days after the Customer's initial call.

Mileage fees shall be assessed only when Customer-directed disposal/recycling sites are more than ten (10) road miles by the shortest route from a particular Customer's location, and then only on the additional mileage above twenty (20) miles round-trip. The Contractor shall obtain prior permission from the Customer to use disposal/recycling sites that would result in additional mileage charges.

2.2.10 Temporary Container Customers

The Contractor shall provide temporary 4- and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-Boxes to Single-Family Residence, Multi-Family Complex and Commercial Customers on an on-call basis. Temporary service shall include all Customers requesting Container service of less than ninety (90) days duration, including existing Customers on permanent service who temporary request an extra Container for less than ninety (90) days. The charges for temporary Detachable Container service listed in Attachment B shall include delivery, collection, Container relocations, and disposal. Disposal charges for temporary Drop-Box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Rental charges shall be itemized and charged separately, at the rates listed in Attachment B. The Contractor may charge a deposit to be paid in advance of service equal to the average disposal fee for the size of temporary Container ordered if the creditworthiness of the individual Customer is in doubt.

2.2.11 Municipal Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

FACILITY	ADDRESS
Covington City Hall	16720 SE 271 st Street
Maintenance Facility	17852 SE 256 th Street
Aquatic Center	18230 SE 240 th Street
Covington Community Park	17649 SE 240 th Street

At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

The Contractor shall provide collection at no charge to up to twelve City-specified streetside public litter containers. Collection frequency shall be weekly (on Monday) October-May and twice-weekly (on Monday and Friday) June-September, inclusive.

On occasion, the City will pay the Contractor in accordance with charges listed in Attachment B for services that involve a third party, when such third party accumulates Garbage as part of performing services for the City. For example, the City would pay Contractor for the disposal of roof replacement debris removed from a City facility. Regular Garbage generated on an ongoing basis at all City facilities will otherwise be collected by the Contractor without charge to the City.

2.2.12 City-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor. These events shall include, but not be limited to:

- **Mini Drop-Box Provision to City:** The Contractor shall furnish the City with three (3) 10-yard Drop-Boxes adapted by the Contractor to the City’s equipment. The City will use these Containers as needed at events, clean-ups, and City projects. On the request of the City, the Contractor shall haul and dispose or recycle Container contents at the Contractor’s cost.
- **Recycling Collection at Special Events:** The Contractor shall provide annually, without charge, recycling containers and collection during the following events:

- Up to 6 (six) Recreation Events such as Kid’s Fest, Concert Series, etc.
- July or August Community Picnic
- Timberlane Trash and Bash
- Purple Light Nights Tree Lighting
- Make a Difference Day
- Holiday Tree Lighting
- Covington Days Festival (only if City-run event)
- **Scrap Electronics Recycling: The Contractor shall provide annually, without charge, recycling containers and collection for two (2) city-wide Scrap Electronics recycling events. For the purposes of this provision, “Scrap Electronics” means electronics that are no bigger than two feet by two feet (2’ x 2’) per unit in size and less than sixty (60) pounds per unit, including computer equipment, VCRs, audio equipment, televisions, cell phones, and other equipment containing circuit boards. Scrap Electronics do not include speakers, kitchen appliances, or other household products as defined in the Contractor’s promotional materials.**

In the event that the total volume of materials collected by Contractor from City-Sponsored Community Events increases by more than 20% above the baseline volume for such events established in the first year of this Contract, then Contractor’s rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

The City acknowledges that the service provided for by this Section 2.2.12 is provided by the Contractor as a community service to the City and its citizens. The City in all of its promotional materials with respect to any event provided for by this Section 2.2.12 shall refer to the Contractor as a community partner of the City in providing the service available at the event.

2.2.13 Other Solid Waste Collection Services

The Contractor may occasionally provide other regularly scheduled or one-time services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall notify the City and propose a Customer rate for the service. Upon prior approval of the City, the Contractor may proceed to offer that service.

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City, and shall ensure that the Contractor handles Garbage in accordance with the City's interlocal agreements governing solid waste management.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.
- Collecting, processing and marketing Recyclables and Compostables collected by the Contractor in the City Service Area.
- Providing cart and Container assembly, maintenance, painting, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Customer accounts and providing appropriate Customer support.
- Billing, receiving, posting Customer payments and deposits, and adding educational information to bills, if requested by the City.
- Procuring all equipment and bearing all start-up, operating maintenance, and transition costs for collection and processing or disposal of Garbage, Recyclables and Compostables, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to

collect materials, maintain and distribute equipment and related customer service functions.

- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970)/WISHA (Washington Industrial Safety and Health Act of 1973) standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.4, and providing proof of this insurance to the City annually.
- Providing a valid Contractor's performance and payment bond in accordance with Section 6.5, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and surety before assigning or pledging money, or assigning, subcontracting or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to Customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining Containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.

- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.

2.3.1.2 City's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.
- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and rate changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used in the City by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operations meetings with the Contractor, as necessary.

2.3.2 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-Box Containers and special collections, correlating service levels to current invoices, all Customer

billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

2.3.2.1 Office Location

The Contractor shall maintain a principal office in King or Pierce County within twenty (20) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code and phone number, specifically for use during this contract as the Contractor's primary customer service line. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and recognized holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

The Contractor shall maintain an emergency telephone number for use by City staff outside normal office hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.3.2.2 Customer Service Requirements

2.3.2.2.1 Customer Service Representative Staffing

During weekday office hours and, starting January 1, 2014, Saturday from 9am to noon, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests from multiple incoming telephone calls simultaneously. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City based on agreed-upon performance measures in Section 2.2.3.2.3, the Contractor shall increase staffing levels to meet contract performance criteria

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the commencement of new services, through the end of the fourth month after the commencement of new services, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the mobilization, transition and implementation period shall be subject to prior City review and approval.

2.3.2.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format to the City with the monthly report.

The Contractor shall provide sufficient field service/sales staff and route manager personnel to

accurately set-up accounts and visit Customers at their service location as needed – for example during roll-out of service changes that impact multiple accounts, or during establishment of new Recycling or Compostables collection service changes. The Contractor’s field service/sales staff shall be able to describe to Customers any related service procedures and Container or equipment needs, and be able to calculate any related rate impacts that would arise from implementing service change options. The Contractor’s field service/sales staff shall also be responsible for completion of outreach and tracking specified in Section 2.3.5, including related required annual reporting.

2.3.2.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. For all calls placed in the queue, no greater than five percent overall shall abandon on a monthly basis. A summary of these discrete performance measures will be provided as part of required monthly reporting. A Customer shall be able to talk with a customer service representative when calling the Contractor’s Customer service telephone number during office hours. An automated voice mail service or phone answering system may be used when the office is closed.

2.3.2.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective measures. Corrective measures shall be implemented without additional compensation

to the Contractor. Failure to provide corrective measures shall be subject to performance fees.

2.3.2.2.5 Internet Website

The Contractor shall provide a Customer-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor, and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered the next business day after receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. Website content and design shall be submitted for City approval a minimum of three (3) days prior to planned roll-out of website changes, and website content and design shall continue to be subject to the City's approval throughout the term of this Contract. The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website. The website shall include contact information translated into Spanish. The Contractor's website shall minimize "pop-up" windows, and not include adware, spyware or third party tracking "cookies."

2.3.2.2.6 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be able to accurately describe all collection services available to City Customers, including the various services available to Single-Family Residence, Multi-Family Complex and Commercial Customers. For new Customers, customer service representatives shall explain all Garbage, Recyclables, Compostables and Food Scrap collection options available depending on

the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of all Recyclables, Compostables and Food Scrap preparation specifications. Policy questions resolvable by the City shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have real-time electronic access to customer service data and history to provide efficient and high-quality customer services.

2.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-Family Residence Customers shall be billed at least quarterly, and Multi-Family Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The bill's due date shall be no sooner than fifteen (15) business days after the date the bill is mailed. The Contractor may make account adjustments for over- or under-charges, provided that under-charges may only be charged for services provided within one hundred twenty (120) days of the bill date.

Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and NSF ("bounced") check charges, as well as the actual third party costs of bad debt collection. Late fees (fees that remain unpaid more than sixty (60) days after the invoice date) may be imposed but may not exceed one percent (1%) per month (or portion thereof during which the fees remain unpaid in full or in part) and NSF charges shall not exceed forty dollars (\$40.00) per NSF check or actual bank charges, whichever is greater.

All Single-Family Residence Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Subscription Compostables services shall be itemized separately. All Multi-Family Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately, except as directed at the City's sole discretion. Commercial Customer and Multi-Family Complex

Compostables services shall be itemized and charged separately. No surcharges (such as environmental or fuel surcharges) shall be charged to Customer for Garbage, Recyclables or Compostables collection, including Commercial Recycling collection, unless specifically authorized in writing by the City.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Compostables collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor and report Customer subscription levels, record Extra Unit Garbage and Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than two years.
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines/space for customer service messages on Customer bills.
- Including Contractor phone numbers for customer service on Customer bills.
- Manage published information so that all Customers in any grouping targeted for receipt of printed educational or outreach materials shall be included in Contractor's mass-mailings of such materials regardless of Customer's billing method status (such as web-based invoicing) or Customer's mail receipt method (such as use of a Post Office Box rather than standard curbside mail service).

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (customer service, service levels and billing history) database. The

Contractor shall ensure that a daily backup of the account servicing database is made and securely stored off-site. The Contractor shall also provide the City with a copy of the customer service database via e-mail or other electronic medium on a quarterly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or to provide information to successor contractors.

Upon five (5) business days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels and current account status. City requests for information pertaining to five or fewer accounts shall be provided within one business day.

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Compostables and recycling facility certified weight slips, and Customer charges and payments.

2.3.4 Reporting

The Contractor shall provide monthly and annual reports to the City at no cost. In addition, the Contractor shall allow City staff access to pertinent operations information such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.4.1 Weekly Reports

If the City elects to implement mandatory collection requirements, the Contractor shall provide the City with a list of Customer-initiated service stops logged the previous week by the end of the day each Monday. The Contractor shall provide the Customer name, address, service level, phone number and the date of the service stop. The City shall use this information to enforce its mandatory collection requirements.

2.3.4.2 Monthly Reports

On a monthly basis, by the 15th of each month, the Contractor shall provide a report containing information for the previous month. Reports shall be submitted in electronic format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's notes or comments.
- (2) A tabulation of the number of single family, commercial and multi-family accounts by service level/Container size and service frequency.
- (3) A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for Residential Garbage, Compostables and Recyclables collection services, and log of bulky items.
- (4) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- (5) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.
- (6) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- (7) A description of any vehicle accidents, infractions, or insurance claims against Contractor, applicable to the Contractor's performance of this Contract.
- (8) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services; and
- (9) Call Center performance as outlined in Section 2.3.2.2.

If collection vehicles are used to service more than one Customer sector or jurisdiction, the Contractor shall develop an apportioning methodology that allows the accurate calculation

and reporting of collection quantities. The apportioning methodology shall be subject to prior review and approval by the City and shall be periodically verified through field testing by the Contractor.

2.3.4.3 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide an electronic report containing the following information:

- (1) A consolidated summary and tabulation of the monthly reports, described above.
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
- (3) A discussion of promotion and education efforts and accomplishments.
- (4) An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
- (5) A list of multi-family and commercial recycling sites pursuant to Section 2.3.5.

2.3.4.4 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. The Contractor shall not be required to expend more than one hundred (100) staff hours in any twelve- (12) month period to prepare, complete, and provide ad-hoc reports pursuant to this Section unless the parties agree in writing as to the additional compensation to which the Contractor is to be entitled on account of its expenditure of staff hours in excess of one hundred (100) staff hours.

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system

changes during the term of the Contract. Information received by the City and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 RCW and shall be subject to the provisions of Section 6.8 below.

2.3.5 Promotion and Education

The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing on-going recycling promotion, at the direction of the City. The Contractor shall also incorporate general waste reduction, minimization and reuse elements in to its promotion and education program.

The Contractor shall maintain a complete list of all Multi-Family Complex sites within the City Service Area, and the status of each site's participation in Contractor-provided services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multi-Family Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multi-Family Complex and Commercial Customer sites; Garbage, recycling and Compostables status; Container sizes, service frequency, and types; Customer contact dates and outcome of such contacts; and suggestions for increasing participation or other program improvements.

The Contractor shall keep the public informed of programs and encourage participation through an annual service update. Each fall, the Contractor shall provide an annual service update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The annual service update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection schedule calendar applicable to each recipient's routes and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation

requirements, collection days in calendar format, Contractor customer service information and City contact information. Contractor's materials shall be TTY accessible and Contractor shall provide alternative language formats upon request.

The Contractor's welcome packet and annual service update may be e-mailed to Customers instead of paper materials, upon Customers' request.

The Contractor shall insert City promotional materials upon the City's request and shall be compensated for the additional cost as negotiated at the time of service.

2.3.6 Field Monitoring

The City may periodically monitor collection system parameters such as participation, Container condition, Container weights, waste composition and Customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City and the Contractor.

2.3.7 Transition to Next Contractor

The Contractor shall be expected to work with the City and any successive contractor(s) in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor shall provide a detailed updated Customer list, including Customer name, service address, mailing address, and collection and Container rental service levels to the successive contractor within seven (7) days request of the City.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor, or the Contractor's surety, shall pay the City one hundred thousand dollars (\$100,000.00) for the material breach of this contract provision. Payment shall be made within twenty (20) business days of the end of this contract.

3. COMPENSATION

3.1 Compensation to the Contractor

3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-Family Residence, Multi-Family Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten percent (10%) to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that service. These payments, together with the charges for Drop-Box Container collection service specified in Attachment B, shall comprise the entire compensation due to the Contractor from Drop-Box Container Customers for the collection and disposal of Garbage or other waste deposited in Drop-Box Containers. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Source-Separated Recyclables other than Commercial Recyclables above the limit of the included embedded Commercial Recyclables program as defined in Section 2.2.7.3. The City administrative fee shall not be itemized separately on Customer invoices.

3.1.3 Discontinuing Service for Nonpayment

As long as Garbage collection service remains non-mandatory, the Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations and may discontinue service to non-paying Customers provided that such Customers are provided with ten (10) days prior written notice that service will be discontinued for non-payment. The Contractor may charge a one-time twenty dollar (\$20.00) cart redelivery fee to Customers who want to restart service who have previously had their service terminated for nonpayment and had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g. Garbage, Recyclables and Compostables). The Contractor shall not be obligated to resume service to any Customer to whom the Contractor previously discontinued service for non-payment; but if the Contractor elects to reinstate or reinstitute service to such a Customer, the Contractor may condition such a reinstatement or reinstatement of service upon receipt of payment of such one-time redelivery fee and of all fees for service previously furnished but not paid for, plus

interest on such unpaid amounts at a rate not to exceed twelve percent (12%) per annum.

3.1.4 Mandatory Collection Implementation and Enforcement

Upon sixty (60) days written notice from the City, the City may implement mandatory collection for any or all classes of Customers, pursuant to City ordinance, [rate reduction amount missing?] in which case the Customer collection procedures outlined in this Section 3.1.4 shall be controlling with respect to the classes of Customers subject to mandatory collection if and to the extent that such procedures conflict with other provisions of this Contract.

If mandatory collection is implemented, the Contractor shall assist the City with enforcing mandatory collection for all affected Customers. The City shall work with the Contractor during ordinance development to ensure that enforcement procedures are effective and will work for both the City and the Contractor. The Contractor's materials, website, and customer service representatives shall provide a consistent message informing affected City residents of this requirement. In the event a resident subject to mandatory collection refuses to subscribe for collection, the Contractor shall provide that customer the minimum service level for that Customer class and shall continue to provide service (even if not used) and shall have the right to bill and collect from the Customer for such service (even if not used).

The Contractor shall provide the City with a list of Customers who are sixty (60) or more days past due. The City shall then send that Customer a letter informing them of City Code requirements. If the Customer continues to be non-responsive, the Contractor shall send them their standard notification letter, including notification that an account will be turned over to a third party for collection and that the Customer shall be responsible for the past due amount as well as a thirty-five dollar (\$35.00) collection fee. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. Once an account is turned over to third party collection, the Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor shall be allowed to charge a cart redelivery fee should the customer request to reinstate their higher level of service after paying all overdue balances. The cart redelivery fee in Attachment B covers the redelivery of all three carts for Single-family Customers.

3.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of twelve thousand dollars (\$12,000.00) upon Contract execution to cover City staff and consultant costs of procuring this Contract.

The Contractor shall also pay to the City a six thousand-two hundred and fifty dollar (\$6,250.00) administrative fee on or before the fifth working day of each month during the term of this Contract, starting on July 5, 2013. The administrative fee shall be adjusted annual in accordance with Section 3.3.1, in tandem with the Contractor general service fee adjustment.

The rates included in Attachment B, as modified during the term of this Contract, include the city fee and Customers shall not be separately charged an itemized city fee.

The administrative fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3 and provided that the Contractor is permitted to further adjust the rates charged by the Contractor to Customers so as to enable the Contractor to recoup any increase in the administrative fee pursuant to this Section. The City shall notify the Contractor of the new administrative fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the administrative fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.8% in 2012), as may be adjusted from time to time by the State of Washington.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 6.13, Permits and Licenses.

3.3 Compensation Adjustments

3.3.1 Annual Rate Adjustment

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease once every year by the change, if any, in the Consumer Price Index CWURA423SAO for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W 1982-1984) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index (the "CPI Index").

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2015 (the "Adjustment Date"). The Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates for the next year, by calculating the percentage change in the CPI Index for the most recent twelve (12) month period ending on the preceding June 30th, with the exception that the initial annual adjustment effective as of January 1, 2015, shall be based upon the percentage change in the CPI Index for the

eighteen (18) month period ending on June 30, 2014. The Contractor's calculations shall be provided to the City no later than October 1st prior to the Adjustment Date and the City shall have thirty (30) days to confirm the Contractor's rate modification calculations. On City approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on January 1st of the next year, and Customers shall be notified in November, at least forty-five (45) days prior to the date adjusted rates become effective. Should ratepayers not receive timely notification due to missed deadlines, rate calculation errors by the Contractor, or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

3.3.2 Disposal Fee Adjustments

Disposal Fee adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified in Attachment B of this Contract.

Specific examples of rate modifications due to Consumer Price Index and disposal fee changes are provided in Attachment C.

3.3.3 Changes in Disposal/Processing Sites and Tipping Fees

The Contractor assumes all risk for the processing and marketing of Recyclables and Compostables. If the parties agree to any amendment of this Contract that would require the Contractor to use processing sites or markets for Recyclables or Compostables other than those of the Contractor's choosing, the Contractor's rates pursuant to this Contract shall be adjusted so as to pass through any additional costs incurred by or savings to the Contractor. The City and Contractor agree to negotiate in good faith and to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Compostables processing site to which the Contractor delivers Compostables collected pursuant to this Contract increases its charges to Contractor for such materials due solely to regulatory changes enacted by third party agencies with jurisdiction over the Compostables processing site, and if such increases in charges are in excess of the CPI change described in Section 3.3.1, the Contractor shall have the right to present its ease for request a rate modification to the City. The Contractor shall bear the burden of demonstrating the presence of such conditions to open consideration for rate modifications under this provision and shall also bear the full cost of a third party auditor, as approved by the City, to provide financial analysis to support their rate modification request. Upon the Contractor meeting the preceding conditions, tThe City shall consider the

proposed rate modification and may, at its option, approve the proposed rate modification.

3.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, or changes in the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system, or any shifts in the Contractor's services implemented unilaterally by Contractor. At the time of the City's decision to extend this Contract through invoking contract extension options, the Contractor may request relief for any adverse market changes that have occurred during the previous period of the Contract. The City is under no obligation in any instance to agree to any requested relief as a condition of the City's exercise of its contract extension option.

If new City, King County, Washington State, or Federal taxes or fees are imposed, or the rates of existing taxes are changed after the execution date of this Contract, and the impact of any of the foregoing is consistently to increase or decrease the cost of furnishing services under this Contract by more than five thousand dollars (\$5,000) annually, the Contractor and the City may enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in this Section 3.3.

3.4 Change in Law

Changes in federal, state, or local laws or regulations or a continuing Force Majeure event that results in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of the Contractor's financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense and may take any other steps it deems appropriate to protect the confidential nature of the Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

3.5 Compensation Adjustments Resolution

If any provision of this Contract would give either party a right to an adjustment in the rates, fees, or other compensation provided for by this Contract, and the parties are unable through negotiation to agree upon such adjustment, then, at the instance of either party, the parties shall first expeditiously seek mediation through a mutually agreed mediation service to determine the compensation adjustment to be made. Each

Party shall bear its own costs for mediation. If mediation is unsuccessful, any party may pursue arbitration before Judicial Dispute Resolution (JDR) in Seattle, Washington, in accordance with its commercial arbitration rules. While any such mediation and/or arbitration is pending, the adjustment in dispute shall not be implemented; but the adjustment provided for by the parties through mediation or in the arbitrator's award shall be sufficient to compensate for the absence of an adjustment during the period of the mediation and/or arbitration. If a party pursue's arbitration, the arbitrator's decision shall be final and binding. The parties shall share equally in any arbitrator's fees and charges unless the arbitrator determines that a party has been unreasonable in seeking or opposing an adjustment, in which event the arbitrator may (but shall not be required to) require such party to bear all of the arbitrator's fees and charges. Any negotiated compensation or fee adjustments provided for in Section 4 must be approved by the City in accordance with applicable law.

4. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to automatic or performance fees, and Section 4.2 details default provisions and procedures.

4.1 Performance Fees

The Contractor may be subject to performance fees for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance fees are as follows:

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in Section 2.1.4, except as expressly permitted by the City.	Two Hundred Fifty Dollars (\$250) per truck route (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, use of profanity, creation of excessive noise, collection of Commercial Containers in Residential areas outside hours	Twenty-Five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.

ACTION OR OMISSION	AMOUNT
specified herein for Residential areas, crossing or driving over planted areas, observed reckless driving, or similar violations.	
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus Five Hundred Dollars (\$500) per incident.
Failure to maintain placards on service vehicles as required by Section 2.1.14	Two Hundred Fifty Dollars (\$250) per vehicle, per day.
Curable Leakage from Contractor vehicles or vehicle contents, observed by the City, its agents or photographed by Customers.	Two Hundred Fifty Dollars (\$250) per vehicle, per day, plus clean-up costs.
Failure to collect missed materials within one (1) business day after notification.	One Hundred Dollars (\$100) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day on Single-Family Residence routes and no maximum for Multi-Family Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One Hundred Fifty Dollars (\$150) per block segment if collection is performed the following day; Five Hundred Dollars (\$500) if not collected by the following day.
Collection as Garbage or disposal as Garbage of Source-Separated Recyclables or Compostables in clearly identified Containers, bags or boxes.	One Hundred Dollars (\$100) per incident, up to a maximum of One Thousand Dollars (\$1,000) per truck, per day.
Collection of Garbage containing visible quantities of Yard Debris.	Twenty-Five Dollars (\$25) per incident.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-Five Dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Customers within three (3)	Fifty Dollars (\$50) per Container per day.

ACTION OR OMISSION	AMOUNT
business days.	
Failure to deliver carts, Detachable Containers, or Drop-Box Containers within three (3) business days of request to Multi-Family Complex or Commercial Customers.	Fifty Dollars (\$50) per Container per day.
Failure to deliver Garbage, Recycling or Compostables Carts within seven (7) days of request to Single-Family Residence Customers.	Fifteen Dollars (\$15) per Container per day.
Delivery or use of incorrectly labeled or colored Container	Twenty-five Dollars (\$25) per Container per day.
Substantial misrepresentation by Contractor in records or reporting.	Five Thousand Dollars (\$5,000) per incident.
Failure to provide required reports on time.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to maintain clean, graffiti-free and sanitary inventory of Containers distributed to Customers, vehicles, and facilities.	Fifty Dollars (\$50) per incident, up to maximum of One Thousand Dollars (\$1,000) per inspection.
Landfilling or incineration of Recyclables or Compostables in violation of Section 2.1.11 without the express written permission of the City.	One Thousand Dollars (\$1,000) per vehicle, per incident.
Failure to meet recycling processing performance requirements of Section 2.1.11.	One Thousand Dollars (\$1,000) per month, for any occurrence during that month.
Failure to meet customer service ring and on-hold time performance customer service requirements more than twelve weeks out of a rolling twelve month period.	Two Hundred Fifty Dollars (\$250) per week.
Failure to include instructional/promotional materials when Garbage, Recycling and/or Compostables Carts are delivered.	Fifty Dollars (\$50) per incident.

Any of the foregoing performance fees that are assessed on a per truck route, per vehicle, per truck, or per Container basis shall be applied only with respect to the route(s), vehicle(s), truck(s), or Container(s) on account of which the performance fee is assessed.

The parties acknowledge the difficulty in anticipating actual damages to remedy the damage. The parties further agree that the performance fees listed in this Section represent a reasonable estimate of the loss likely to result from the remedy for the damage.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract and, except for those listed breaches set forth above, the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Performance fees, if assessed during a given month, shall be invoiced by the City to the Contractor. Performance fees may be levied only if documented in an incident report presented by the City to the Contractor. Performance fees shall only be assessed after the Contractor has been given the opportunity, but has failed to rectify the deficiencies of which it has been notified. The Contractor shall pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract.

Any performance fees imposed under this Section may be appealed by the Contractor to the City. The Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated. The decision of the City with respect to any such appeal shall be final.

4.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the City reserves the right to declare the Contractor to be in default in the event of any violation, which shall include, but not be limited to, the following:

- (1) The Contractor fails to commence the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on July 1, 2013 or for a period of more than five (5) consecutive days at any time during the term of this Contract.
- (2) The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, state or other regulatory body in order to collect materials under this Contract.

- (3) The Contractor's noncompliance creates a material hazard to public health or safety and that the Contractor fails to take the appropriate measures to address after becoming aware of such hazard.
- (4) The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to performance fees in excess of ten thousand dollars (\$10,000.00) during any consecutive twelve (12) month period.
- (5) The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

The City reserves the right to pursue any remedy available at law for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

If the Contractor abandons, or violates in any material respect, any portion of this Contract, or fails to fully and promptly comply with all of its material obligations under this Contract, or fails to give any reason satisfactory to the City for any such material noncompliance, and fails to correct the same or to initiate efforts satisfactory to the City to remedy such material noncompliance, the City, after the initial ten (10) day notice, may declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on its performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein. Pending consideration by the surety of said option to assume the services provided under this Contract, the City may employ such work force and equipment as it may deem advisable to continue the services provided under this Contract. The cost of all labor, equipment and materials necessary for such services provided under this Contract shall be paid by the Contractor in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the

same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorney's fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City.

If City employees provide Garbage, Compostables and/or Recyclables collection, the actual incremental costs of City labor, overhead and administration shall serve as the basis for a charge to the Contractor.

5. NOTICES

All notices required or contemplated by this Contract shall be personally served or mailed (postage prepaid and return receipt requested), addressed to the parties as follows:

To City: Director of Public Works
 City of Covington
 16720 SE 271st Street, Suite 100
 Covington, WA 98042

To Contractor: Meridian Disposal Company
 c/o Republic Services
 22010 76th Avenue South
 Kent, WA 98032

6. GENERAL TERMS

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables and construction/demolition materials placed in Contractor-owned Containers and set out in the regular collection locations within the City Service Area. The City, by ordinance or other regulation, or by other effective means, will preclude the provision by any third party of any of the services to which the Contractor has the right by this Contract to be the exclusive provider. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate or join in any litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). Such

efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

This Contract provision will not apply to: Garbage, Recyclables, or Compostables self-hauled by the generator; Source-Separated Recyclables hauled by common or private carriers (including drop-off recycling sites) from Commercial premises that contain at least ninety percent (90%) recyclable materials; construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; Garbage, Recyclables, or Compostables handled by retailers or maintenance services who provide ancillary services unrelated to Curb collection services (e.g. carpet installers, furniture delivery/pick-up, site clean-up services which include loading/sweeping, etc.); Compostables generated and hauled by private landscaping services; or Compostables hauled by common or private carriers from Commercial premises that contain at least ninety percent (90%) Compostable materials. Whether or not the Contractor would be required to collect Compostables or Recyclables from a Commercial Customer pursuant to this Contract, the Contractor shall be free to contract separately and outside of this Contract with the Customer for such collection only if the Customer acknowledges the terms of this Contract and their desire to contract outside of this Contract for such collection.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Compostables once these materials are placed in Contractor-owned Containers and the Contractor shall have no responsibility for these materials prior to the time they are placed in Contractor-owned Containers. The Contractor shall retain revenues it gains from the sale of Recyclables, construction/demolition materials or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Compostables shall be the financial responsibility of the Contractor.

The City shall work with the Contractor, other haulers and processors, and other regional governments to develop a reasonable definition of what constitutes legitimate construction/ demolition recycling for the purposes of interpreting collection authorities. Once a reasonable recycling threshold or “test” is developed with King County, the City and Contractor shall negotiate and amend this Agreement accordingly.

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in Washington State reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor’s services provided under this Contract. Those Contractor’s accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and

deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the term of this Contract.

The Contractor shall allow the City to interview any person and to review any evidence in the Contractor's possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the contract; (2) the City is entitled to a reduction in rates under the contract; or (3) the Contractor is in compliance with the contract.

6.3 Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding proper methods of providing the services required under this Contract, and all conditions affecting the services to be provided under this Contract, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed as set forth by the Contract. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all of such conditions, that its conclusion to enter into this Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City that may be erroneous.

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for contract default in accordance with Section 4.2.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.4.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall include coverage for insured contracts. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage. An MCS90 endorsement to be provided.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Pollution Legal Liability insurance covering losses caused by pollution conditions that arise during transport.

6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- (4) Pollution Legal Liability The Pollution Legal Liability insurance shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims-made basis.

6.4.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

- (1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- (2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VIII.

6.4.5 Verification of Coverage

The Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.4.6 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of five hundred thousand dollars (\$500,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide

a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration. Failure to make bond payments and to keep the bond current shall be cause for contract default in accordance with Section 4.2.

6.6 Indemnification

6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness, or death to persons, or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor in its performance or non-performance of this Contract, except to the extent that injuries or damages are caused by the sole negligence of the City. Notwithstanding the foregoing, if a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it. The Contractor shall have the right to settle any claim as to which the Contractor has an obligation to

indemnify the City, provided that the expense of any such settlement is borne entirely by the Contractor.

6.6.3 Industrial Insurance Immunity Waiver

To the extent necessary to give effect to the Contractor's obligations to hold harmless, indemnify, and defend provided for herein as they relate to the City, its elected officials, officers, employees, volunteers, agents, and representatives, the Contractor expressly agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract. This waiver is mutually agreed to by the parties.

6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this contract.

6.8 Confidentiality of Information

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") and submitted to the City may be public records subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

The City assumes no contractual obligation to enforce any exemption. To the fullest permissible extent, the City assigns to the Contractor any right that the City may have to seek or obtain an injunction prohibiting or conditioning the release of documents, but the Contractor shall defend, indemnify, and hold harmless the City from and against any claims, actions, penalties, fines, or liabilities asserted by any third party on account of the assertion by the Contractor of any such assigned right.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not

release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. Notwithstanding anything to the contrary contained in this Contract, the Contractor shall be free to have granted, or hereafter to grant, to one or more commercial lending institutions from which the Contractor or any affiliated entity obtains any loan(s) or other extension(s) of credit a security interest in the Contractor's right, title, and interest under this Contract.

6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City and submittal of proof of insurance coverage.

When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld and shall not be conditioned upon any change in the respective rights or obligations of the parties under this Contract. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor or obligor does not comply with this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to a one (1) year evaluation period during which the City may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

For the purposes of this contract, any Change in Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the contract and releasing the previous ownership of all obligations and liability. Assignment of this Contract to a subsidiary or affiliate of the Contractor shall not require the City's consent.

6.10 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

6.11 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the subject matter of this Contract, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. The Contractor shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

6.12 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

6.13 Permits and Licenses

The Contractor and subcontractors shall secure a City business license if required and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein at its sole expense.

The Contractor shall be solely responsible for all taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation and unemployment benefits.

6.14 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City, without written approval from the City.

6.15 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this contract. The Contractor is specifically allowed to negotiate separate agreements with Customers for compactor leasing, Commercial Recyclables collection, Commercial Compostables collection, or other related services not included in this contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this City Contract. These separate agreements must be in writing and shall in no way supersede this Contract. These separate agreements cannot have durations any longer than the final date of this Contract's term, since the City may, at its sole option, regulate similar or identical services by any provider who succeeds the Contractor as the City's principal solid waste collection contractor following any termination of this Contract.

6.16 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

6.17 Right to Renegotiate/Amendment

The City shall retain the right to renegotiate this Contract or negotiate amendments to affected provisions of this Contract based on City policy changes, state statutory

changes, or rule changes in King County, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract. The City may also renegotiate this Contract or affected provisions of this Contract should any Washington State, King County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor and the City each agrees to negotiate in good faith with respect to a change requested by the City regarding disposal locations, collection frequency, or with respect to the addition of new services to this Contract. The Contractor may request to renegotiate provisions of this Contract affecting the Contractor's costs of providing service and/or the Contractor's compensation for its services pursuant to this Contract in the event that one or more unanticipated changes in system costs consistently increase the cost of furnishing services under this Contract by the greater of either fifty thousand dollars (\$50,000) annually or two and a half percent (2.5%) of gross annual revenues.~~render this Contract non remunerative on a net basis.~~ Each party shall provide full disclosure of existing and proposed costs and operational impacts with respect to any changes to this Contract proposed pursuant to this Section, provided that no such disclosure shall be required as to trade secret or other confidential information of a party unless disclosure can be made without material risk that the information disclosed will be subject to disclosure under Washington's Public Records Act or otherwise available to the public.

This Contract may be amended, altered, renewed, extended, or otherwise modified only by a written amendment, alteration, or modification, executed by authorized representatives of the City and the Contractor.

A failure by the parties to reach agreement on any provisions of this Contract as to which either party has a right to renegotiate under this Section or under any other Section of this Contract shall not in and of itself give rise to any right of the party requesting renegotiation, or on the part of the other party, to terminate this Contract, nor shall a failure to reach such an agreement otherwise affect the validity or continued enforceability of this Contract.

6.18 Force Majeure

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of

obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

6.19 Illegal Provisions/Severability

At the discretion of the City, if any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

6.20 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

6.21 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-C, represent the entire agreement of the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

6.22 Consents and Approvals

Except as otherwise expressly provided for in this Contract, where any action or inaction of a party is subject to the consent, approval, or satisfaction of the other party, such other party shall not unreasonably withhold its consent, approval, or determination of satisfaction.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

KENT-MERIDIAN DISPOSAL,
a Washington general partnership
By Rabanco Companies,
a Washington general partnership
By Rabanco, Ltd., a Washington corporation

CITY OF COVINGTON

By: _____

By: _____

Derek Matheson, City Manager

Covington, WA

ATTEST:

Sharon Scott, City Clerk

APPROVED AS TO FORM:

Sara Springer, City Attorney

Attachments:

- A. Service Area Map
- B. Contractor Rates
- C. Rate Modification Examples

Attachment C

Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times 1 + \frac{nCPI - oCPI}{oCPI}$$

- Where
- NCC = The new collection charge component of the customer rate for a particular service level; and
 - PCC = The previous collection charge component of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2011.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and

- NTF = The new disposal fee, dollars per ton; and
- ODC = The old disposal charge component of the customer rate for a particular service level;
- OTF = The old disposal fee, dollars per ton; and
- A = Pre-excise tax adjusted disposal component; and
- CETR = Current excise tax rate (the current State excise tax rate; 0.018 used for this example).

For example, using an initial one 32/35-gallon cart rate of \$10.92 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$109 to \$115 per ton starting on January 1, 2014, the old disposal component is \$4.93, the old collection component is \$5.99 and the State Excise Tax rate is 0.018, the January 2014 Customer charge for one 32/35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$5.99 \times \left[1 + \frac{(144.3-143.2)}{(143.2)} \right] = \$6.04$$

$$\text{New Disposal Component} = [\$4.93 \times (115/109)] \text{ plus excise tax adjustment of } \$0.00 = \$5.20$$

Thus, the new Customer charge for one 32/35-gallon cart per week Residential Curbside service will be \$6.04 plus \$5.20, equaling \$11.24.