

Comprehensive Garbage, Recyclables, and Organics Collection Contract

**City of Maple Valley
And
Recology CleanScapes, Inc.**

September 1, 2014 – August 31, 2021

**Comprehensive Garbage, Recyclables, and Organics
Collection Contract
Table of Contents**

3.2 COLLECTION SERVICES	24
3.2.1 Single-family Residence Garbage Collection	24
3.2.1.1 Subject Materials	24
3.2.1.3 Specific Collection Requirements	25
3.2.2 Single-family Residence Recyclables Collection	26
3.2.2.1 Recyclable Materials	26
3.2.2.2 Containers	26
3.2.2.3 Specific Collection Requirements	26
3.2.3 Single-family Residence Organics Collection	27
3.2.3.1 Subject Materials	27
3.2.3.2 Containers	27
3.2.3.3 Specific Collection Requirements	28
3.2.4 Multifamily Complex and Commercial Customer Garbage Collection	29
3.2.4.1 Subject Materials	29
3.2.4.2 Containers	29
3.2.4.3 Specific Collection Requirements	29
3.2.5 Multifamily Complex and Commercial Recyclables Collection	30
3.2.5.1 Subject Materials	30
3.2.5.2 Containers	30
3.2.5.3 Specific Collection Requirements	30
3.2.6 Multifamily Complex and Commercial Customer Organics Collection	31
3.2.6.1 Subject Materials	31
3.2.6.2 Containers	31
3.2.6.3 Specific Collection Requirements	31
3.2.7 Drop-Box Container Garbage Collection	32
3.2.7.1 Subject Materials	32
3.2.7.2 Containers	32
3.2.7.3 Specific Collection Requirements	32
3.2.8 Temporary (Non-Event) Container Customers	32
3.2.9 Special Event Services	33
3.2.10 City Services	33
3.2.11 City-Sponsored Community Events	34
3.2.12 Snow Plowing Services	34
3.2.13 Curbside Storm Clean-up	34
3.2.14 On-call Bulky Waste Collection	35
3.2.13 Excluded Services	35
3.3 COLLECTION SUPPORT AND MANAGEMENT	35
3.3.1 General Customer Service	35
3.3.2 Specific Customer Service Requirements	36
3.3.2.1 Customer Service Representative Staffing	36
3.3.2.2 City Customer Service	37
3.3.2.3 Service Recipient Complaints and Requests	37
3.3.2.4 Handling of Customer Calls	37
3.3.2.5 Corrective Measures	38
3.3.2.6 Contractor Internet Website	38

**Comprehensive Garbage, Recyclables, and Organics
Collection Contract
Table of Contents**

3.3.2.7 Full Knowledge of Garbage, Recyclables, and Organics Programs Required.....	38
3.3.2.8 Monitoring and Evaluation	39
3.3.2.9 Customer Communications.....	39
3.3.3 Customer Billing Responsibilities.....	39
3.3.4 Reporting	41
3.3.4.1 Monthly Reports	41
3.3.4.2 Annual Reports.....	42
3.3.4.3 Ad Hoc Reports.....	43
3.3.4.4 Other Reports.....	43
3.3.5 Promotion and Education.....	43
4. COMPENSATION	44
4.1 COMPENSATION TO THE CONTRACTOR.....	45
4.1.1 Rates.....	45
4.1.2 Itemization on Invoices.....	45
4.2 COMPENSATION TO THE CITY	46
4.2.1 Fees Paid to City	46
4.3 COMPENSATION ADJUSTMENTS	46
4.3.1 Annual CPI Modification.....	46
4.3.2 Periodic Adjustments.....	47
4.3.3 Changes in Disposal or Organics Processing Sites.....	47
4.3.4 Other Modifications	48
4.3.4.1 New or Changes in Existing Taxes.....	48
4.3.4.2 Changes in Service Provision.....	48
4.4 CHANGE IN LAW.....	48
4.5 COMPENSATION ADJUSTMENTS APPROVAL	49
5. FAILURE TO PERFORM, REMEDIES, TERMINATION.....	49
5.1 PERFORMANCE FEES	49
5.2 CONTRACT DEFAULT	52
6. NOTICES.....	53
7. GENERAL TERMS	53
7.1 COLLECTION RIGHT	53
7.2 ACCESS TO RECORDS.....	54
7.3 INSURANCE.....	54
7.3.1 Minimum Scope of Insurance.....	54
7.3.2 Minimum Amounts of Insurance	55
7.3.3 Deductibles and Self-Insured Retentions.....	55
7.3.4 Other Insurance Provisions.....	55
7.3.5 Acceptability of Insurers.....	56
7.3.6 Verification of Coverage.....	56
7.3.7 Subcontractors	56
7.4 PERFORMANCE BOND	56
7.5 INDEMNIFICATION	57
7.5.1 Indemnify and Hold Harmless	57

**Comprehensive Garbage, Recyclables, and Organics
Collection Contract
Table of Contents**

7.5.2 Industrial Insurance Immunity Waiver	57
7.6 CONFIDENTIALITY OF INFORMATION	57
7.7 ASSIGNMENT OF CONTRACT	58
7.7.1 Assignment or Pledge of Money by the Contractor	58
7.7.2 Assignment, Subcontracting, Delegation of Duties	58
7.7.3 MERGER OR SALE OF CONTRACTOR OPERATIONS	59
7.8 LAWS TO GOVERN/VENUE	59
7.9 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS	59
7.10 PERMITS AND LICENSES	59
7.11 RELATIONSHIP OF PARTIES	60
7.12 CONTRACTOR’S RELATIONSHIP WITH CUSTOMERS.....	60
7.13 BANKRUPTCY	60
7.14 RIGHT TO RENEGOTIATE/AMEND	60
7.15 FORCE MAJEURE	60
7.16 ILLEGAL PROVISIONS	61
7.17 WAIVER.....	61
7.18 INCORPORATION OF CONTRACTOR’S PROPOSAL IN RESPONSE TO CITY’S RFP	61
7.19 DISPUTES RESOLUTION.....	62
7.20 ENTIRETY	62
ATTACHMENTS	62
Attachment A: City Service Area	
Attachment B: Contractor Rates	
Attachment C: Recyclables List	
Attachment D: Rate Modification Example	

This Comprehensive Garbage, Recyclables, and Organics Collection contract (“Contract”) is entered into by and between the City of Maple Valley, a municipal corporation of the State of Washington (“City”), and Recology CleanScapes, Inc. (“Contractor”), to provide for the collection of Garbage, Recyclables, and Organics from Single-family Residences, Multifamily 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 conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Organics collection services to all residents, businesses, and institutions located within the City Service Area; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City conducted a thorough and exhaustive competitive process; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had the right at any time during the process to reject any or all of the competitors, regardless of their proposals or prices; and

WHEREAS, having completed the competitive process, the City has selected the best candidate to provide the services outlined in the competitive process; and

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the services as requested in the competitive process; and

WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the competitive process and included below;

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

AGREEMENT

This Comprehensive Garbage, Recyclables, and Organics Collection Contract (hereafter, “Contract”) is made and entered into this _____ day of _____, 2014 (hereafter the “Date of Execution”), by and between the City of Maple Valley, a municipal corporation (hereafter, the “City”), and Recology CleanScapes, Inc. a Washington corporation (hereafter, the “Contractor”).

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: 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.

Cart: The word “Cart” means a Contractor-provided 20-, 32-, 45-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Organics. Carts shall be rodent and insect proof and kept in sanitary condition by the Contractor at all times.

Change of Control: The term “Change of Control” means any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership that transfers 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract shall not constitute a Change in Control.

City: The word “City” means the City of Maple Valley. As used in the Contract, use of the term “City” may include reference to the City Manager, or his/her designated representative.

City Service Area: The term “City Service Area” means the service boundaries indicated in Attachment A as of the Date of Commencement of Service, as revised from time to time in accordance with Section 3.1.2.

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.

Contractor: The word “Contractor” means Recology CleanScapes, Inc. which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Organics.

Container: The word “Container” means any Micro-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

County: The word “County” means King County in Washington State.

Curb or Curbside: The words “Curb” or “Curbside” refer to the Customers' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking.

Customer: The word “Customer” means all users of the services provided by the Contractor as contained herein, including property owners, managers, and tenants.

Date of Commencement of Service: The term “Date of Commencement of Service” is September 1, 2014, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

Date of Execution: The term “Date of Execution” means the date that this Contract is executed by all signatories.

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.

Driveway: The word “Driveway” means a privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

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.

Extra Unit: The term “Extra Unit” means excess material that does not fit in the Customer’s primary Container. In the case of Cart services, an Extra Unit is 32-gallons, and may be contained in either a tote bag for Yard Debris or plastic bag for Garbage, or Garbage can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is one (1) cubic yard.

Food Scraps: The term “Food Scraps” means all compostable pre- and post-consumer food waste, 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 products accepted by the Contractor’s selected composting site. Food Scraps shall not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Organics 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 for the frequency of collection provided by the Contractor.

Franchise Fee: The term “Franchise Fee” means a City-defined percentage tax that is included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Franchise Fee is separate from and distinct from any itemized utility, sales or other taxes that may be assessed from time to time.

Garbage: The word “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or “sharps” used for the administration of medication are included in the definition of Garbage, provided that they are placed within a sealed secure container as agreed upon by the City and the Contractor. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Organics.

Garbage Can: The term “Garbage Can” means a City-approved Container that is a water-tight galvanized sheet-metal or 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. All Containers shall be rodent and insect proof and kept in sanitary conditions by their owner at all times.

Hazardous Waste: The term “Hazardous Waste” means any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as

such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 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 WAC 173-303-040 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; and
- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

King County Disposal System: The term “King County Disposal System” means the areas owned, leased, or controlled by King County, Washington (per the November 22, 1988, Solid Waste Interlocal Agreement or as hereafter amended) for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan.

Micro-can: The word “Micro-can” means a water-tight plastic ten (10) gallons in capacity Container; fitted with two sturdy handles, one on each side; and, fitted with a tight cover.

Mixed Paper: The term “Mixed Paper” means magazines, newspaper or newsprint, junk mail, phone books, bond or ledger grade paper, corrugated cardboard, paperboard packaging, 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.

Multifamily Complex: The term “Multifamily Complex” means multiple-unit Residences with five (5) or more attached or unattached units billed collectively for Garbage collection service.

On-call: The term “On-call” means the provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

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

Private Road: The term “Private Road” means a privately-owned and maintained way that allows for access by a service vehicle 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” refers to the preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The word “Recyclables” means the materials designated in Attachment C as being part of a Residential or Commercial Recycling collection program.

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

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.

Single-family Residence: The term “Single-family Residence” means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed 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, Yard Debris, Food Scraps, and other materials.

Strike Contingency Plan: The term “Strike Contingency Plan” means the plan that the Contractor will develop pursuant to Section 3.1.20 of this Contract.

Textiles: The word “Textile” means all clean, dry clothing and household items (e.g. sheets, towels, table cloths, etc.) intended for Recycling rather than reuse.

Transition and Implementation Plan: The term “Transition and Implementation Plan” means the plan that the Contractor will develop pursuant to Section 3.1.23 of this Contract.

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

Yard Debris: The term “Yard Debris” means leaves, grass, and clippings of woody, as well as fleshy plants. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked whole Christmas trees cut to less than six (6) feet in height are acceptable.

1. TERM OF CONTRACT

The term of this Contract is seven years, starting on the Date of Commencement of Service. The City may, at its option, extend the Contract up to an additional two (2) two-year extensions. The original terms and conditions of this Contract, or as amended at the time of the extension, shall govern throughout any period of extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not less than one hundred eighty (180) days prior to the expiration of the Contract term.

2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, and constitutes a valid and legally binding and enforceable obligation of the Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities as are necessary for the performance of its obligations under this Contract.
- *Compliance With Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact whatsoever on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the City Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of continuing to collect all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the City Service Area that may be built out or developed during the term of this Contract but whose specific location is unknown at this time.

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 City Service Area

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

3.1.2 Annexation

If, during the term of the Contract, 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, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificate applicable to those areas shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all 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. The term during which the Contractor shall service any future annexation areas shall be seven (7) years from the date of annexation, notwithstanding the term set forth in Section 1 of this Contract. If, during this seven (7) year period, this Contract terminates for any reason, and a new service provider is engaged to provide collection services under the terms of a new collection contract, the Contractor agrees to provide the services outlined in the new contract to customers in the annexed area in accordance with the provisions of that new collection contract at the unit prices set forth in that new collection contract, through the duration of the seven (7) year period, unless such area has been transferred to the new service provider prior to the end of that seven (7) year period.

If, during the term 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, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. 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 such annexed territory under this Contract.

In the event that additional territory is added to the Contract Service Area, the City acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and therefore, shall not charge performance fees as outlined in Section 5.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

3.1.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are only to be applied to those customers who request collection service on their own Driveways and are prohibited on Private Roads.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request the City to evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customers and may require a road damage waiver agreement in a form previously approved by the City. In such event, if the Customers refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customers will only be serviced from the closest Public Road access. Such determination that damage is probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.

3.1.4 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Should a customer notify the Contractor of a missed collection not later than 6:00 p.m., the Contractor may perform collection until 8:00 p.m.; otherwise collection shall occur on the day following the Customer's regular collection, including Saturdays. Saturday collection is allowed to the extent consistent with missed collection recovery, holiday and inclement weather schedules. Saturday collections for Single-family Residential Customers shall not be made before 9:00 a.m.

All collections from Commercial Customers and all Customers within Commercial and Mixed Use Building zones may be made between the hours of 5:00 a.m. and midnight provided that service to those Customers shall not disturb Residential Customers in adjoining Residential zoned areas, nor violate the provision of the City's noise code, MVMC Chapter 9.05, as amended. Collections from Commercial Customers within audible distance of Residential Customers outside of the Commercial and Mixed Use Building zones shall be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the City's noise code contained in MVMC Chapter 9.05, as amended. The City's noise code, as amended from time to time, may result in the further restriction of these terms and hours of collection. Collections from Commercial Customers shall occur based on Customer needs and prior arrangement Monday through Friday, with Saturday collections allowed only as needed to maintain adequate service.

3.1.5 Employee Conduct

Contractor employees collecting Garbage, Recyclables, or Organics 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, Contractor employees shall only use regular pedestrian walkways and paths, and return directly to the street after

replacing empty Containers. Contractor 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 the Contract, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer. At the City's option and direction, Contractor employees shall work and/or train with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, so that they are able to identify and contact the appropriate agency when suspicious activities are observed.

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 begin to investigate upon receipt of any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. 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 of the employee shall be addressed by the Contractor immediately.

3.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables, and Organics to Single-family Residence Customers in cases where no household member has the ability to place containers at the Curb, at no additional charge.

3.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as those observed by the King County Transfer Stations (typically New Year's Day, Thanksgiving Day, and Christmas Day). When those observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-family Residence and Multifamily Complex Garbage, Recyclables, or Organics earlier than the regular collection day due to an observed holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday information shall be included in written program materials, on the Contractor's web site, and via press releases to general news media in the City Service Area by the Contractor the week prior to the holiday affecting service.

3.1.8 Inclement Weather

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property. In that event, the Contractor shall only collect in those areas that do not pose a danger. The Contractor shall notify the City by telephone of the areas not to be served by 6:00 a.m. on the same business day as the inclement weather event prevents such service. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City not later than 12:00 p.m. (noon) on the same business day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide automated notification calls, texts, or e-mails (at Customers' preference) to all missed Customers by 3:00 p.m., including information on when their next collection is expected.

The Contractor shall collect Garbage, Recyclables, and Organics from Customers with interrupted service on the Customer's next regularly schedule collection day for the specific service missed. When service is resumed, the Contractor shall collect reasonably accumulated excess volumes of materials equal to what would have been collected on the missed collection day from Customers at no extra charge.

Weather policies shall be included in program information provided to Customers. On each inclement weather day, the Contractor shall release notices to Recology CleanScapes City of Maple Valley website, the local newspapers and radio stations (including the Voice of the Valley, Maple Valley Reporter newspapers, and KING AM, KIRO, KOMO, and KUOW radio stations) notifying residents of the modification to the collection schedule. The City may specify additional media outlets for Contractor announcements at the City's discretion.

If Garbage collection is interrupted for two consecutive weeks (for example: Wednesday Customers are missed for two consecutive Wednesdays) due to inclement weather, the Contractor shall provide two City-approved collection locations within the City Service Area where any Residential Customer, regardless of collection day, may bring their Garbage for drop-off at no additional cost to the Customer. One site shall be designated by the City and one shall be arranged by the Contractor. These sites shall remain open for collection until regularly scheduled service resumes for those missed areas.

3.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, in rare cases, 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, non-payment, repeated damage to Contractor-provided containers, repeated claims of 7 a.m. set-out followed by demands for return collection at no charge, repeated unsubstantiated 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 Customers. However, the Contractor may deny or discontinue service to a Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and if reasonable efforts to accommodate the Customer and provide services have occurred but failed. Such notice shall also be given to the Customer with information as to the Customer's appeal rights. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision within the applicable 30 day time-frame for appeal, the City may, at its discretion, intervene in the dispute and make a determination as to whether the denial or discontinuation of service was based on a disruption or conflict that made continued service to the Customer unreasonable. In this event, the decision of the City's Public Works Director or their designee 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.

If the City implements mandatory collection at some future time, the Contractor shall continue billing Customers with discontinued service at the lowest service level for that class of Customer, unless otherwise instructed in writing by the City

3.1.10 Missed Collections

If Garbage, Recyclables, or Organics are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Organics that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer on the same day if notified by 12:00 p.m., otherwise the collection shall occur on the next day. Customers giving notice after 12:00 p.m. on Friday shall receive a make-up collection the next day on Saturday between 9:00 a.m. and 1:00 p.m. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 3.3.4).

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall be permitted to charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

3.1.11 Same Day Collection

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

3.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all Source-separated Recyclables and Organics collected, unless express prior written permission is provided by the City. The Contractor shall use vehicles and processing systems that minimize unnecessary breakage and cross-contamination of materials. At the direction of the City, the Contractor shall provide at least ninety-five percent (95%) of the collected Recyclables to the recyclable buyers with no greater out-throws, prohibited materials, and allowable contamination as defined in the Institute of Scrap Recycling Industries “*Scrap Specifications Circular 2013 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock, Plastic Scrap, Electronics Scrap, Tire Scrap*” or successor circular or guidelines. Disposal of contaminants that are not Source-separated Recyclables shall be tracked by the Contractor as to volume, weight, and percentage of materials collected on a monthly basis and included in the monthly reports. The landfilling, incineration, or other disposal of uncontaminated Source-separated Recyclables or Organics by the Contractor is expressly prohibited without the express prior written approval of the City.

The Contractor shall conduct thorough due diligence to ensure that all scrap electronics or small appliances are appropriately handled by fully-permitted and properly operated recycling or disposal facilities, and are shipped to legitimate end-users for remanufacturing into new products. The Contractor

shall make its records and due diligence findings available to the City upon request, and shall assist the City should the City perform its own investigations on the handling and disposition of collected scrap electronics or small appliances.

The direct land application of Organics is allowed, provided that the land application occurs at agronomic rates and is expressly permitted or approved by the local health district jurisdiction and other relevant regulatory agencies. Organics delivered for acceptance at a composting facility or transfer facility shall comply with State and local regulations applicable to that facility.

Visually obvious contaminants included with either Source-separated Recyclables or Organics that exceeds thresholds for that collection stream shall not be collected, and shall be left in the Customer's Container with a prominently displayed written notification tag (per Section 3.1.10) explaining the reason for rejection. The Customer shall be provided the option of cleaning the rejected materials to meet the standards for that material or requesting that the material be collected as Garbage as an "extra." In either case, the materials shall be collected on the next regular collection cycle unless the Customer pays for a return trip.

3.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Organics shall be collected from each Single-family Residence. Likewise, the Contractor shall indicate, on maps acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and Organics from each Multifamily Complex and Commercial Customer. The Contractor collection routes shall not cross municipal boundaries, provided that Contractor collection vehicles used within the City may be used elsewhere if they are emptied before and after such other use and the Contractor has obtained prior City approval in writing. If a collection route services any Customer outside the City Service Area without prior written approval from the City, the Contractor shall be liable for performance fees as described in Section 5.1.

The Contractor may change the day of Single-family Residence collection by giving written notice to the City at least forty-five (45) days prior to the effective date of the proposed change and obtaining written approval from the City. Should the City approve the proposed change, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes for the collection day. Seven (7) days prior to the approved day change, the Contractor shall tag all affected Customers' Garbage Containers, as well as notify all affected Customers via email and robo-call of the pending changes. Upon completing collections the week prior to the change, the Contractor shall update their website with a new collection area map that highlights affected areas. The Contractor shall collect double the normal Garbage amount for no additional fee for one week following implementation to ensure that missed Customers are not charged extra. The Contractor shall obtain the prior written approval from the City of the notice to be given to Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing the notice and any revised City educational materials that inform these Customers of their collection day.

The Contractor may change the day of Multifamily Complex or Commercial Customer collection by giving at least fourteen (14) days written notice of pending changes of collection day to the affected Customers. The Contractor shall obtain written approval from the City of the collection day change prior to notification of the Multifamily Complex customer or Commercial Customer, and shall obtain the prior written approval from the City of any notice to be given to Multifamily Complex or Commercial Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing any notifications and any revised City educational materials that inform these Customers of their collection day.

3.1.14 Vehicle and Equipment Type/Age/Condition/Use

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, shall be 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.

Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and it is expected that the Contractor will make such vehicles available to ensure smooth and effective collection services throughout the City Service Area.

Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for Organics collection shall have a switchable placard that clearly indicates that they are Organics collection vehicles. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. The use of unauthorized switchable placards, or lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 5.1. Vehicles used in the performance of this Contact shall only be used for the collection of materials they are otherwise designated for.

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. 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. Vehicles shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Organics leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or City streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used within the City Service Area until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to them being removed from service shall be immediately cleaned up or removed after being noticed by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City-designated spill hotline of any spills that enter the City's stormwater system. Failure by the Contractor to clean-up or remove the discharge immediately upon observation or notification to the satisfaction of the City shall be cause for performance fees, as described in Section 5.1. The Contractor shall notify the City and Customer of any leakage from non-Contractor-owned Containers immediately so that those spills may be addressed in a timely manner.

The Contractor shall maintain all vehicles used in the City Service Area in a manner intended to achieve reduced emissions and particulates, noise levels, operating cost, and fuel use.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles or on special placards attached to vehicles. City approval shall be in writing and solely within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away, stating "Driving or Spillage Complaints? Call **425-413-8800**," or as amended by the City. The vehicle inventory number shall be displayed adjacent to this message.

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 equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The resulting data shall be uploaded to the Contractor's Customer service database no less than hourly to allow Customer service personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

3.1.15 Container Requirements and Ownership

All collection services provided under this Contract specifically include the costs of the associated Garbage, Recycling and Organics Container and the cost of Contractor-provided Containers are incorporated in the Garbage fees included in Attachment B, unless Container rental for a particular service is specifically listed in Attachment B, such as rent for Drop-box Containers.

Single-family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

In the event the Customer uses a Garbage Can for Extras, the Contractor shall handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the size capacity and material preparation requirements of the Container. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name.

3.1.15.1 Garbage, Recyclables, and Organics Carts

The City shall assign its interest in the previous contractor's in-place Cart inventory for the duration of this Contract. The Contractor shall re-label all existing Carts by October 1, 2014, with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors. For the purposes of this Contract, these in-place Carts distributed by

the previous contractor shall be considered Contractor-provided Containers and shall be managed and maintained as are the Contractor's other Containers purchased specifically for this Contract.

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 5.

The Contractor shall provide 10-gallon Micro-cans or 20-, 32, 45-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, and 32, 64-, and 96-gallon Recyclables and Organics Carts for the respective level of Recyclables or Organics collection. Cart sizes may vary up to eight percent (8%) in volume capacity from the stated sizes (e.g. 35, 60 and 96 gallon carts are acceptable) and will be considered contract-compliant. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed screening or label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All Cart colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory, and shall be a color consistent with the collection material it is used for and subject to the requirements of Section 3.1.15.4. All Carts must have materials preparation instructions and telephone and website contact information either screened or printed on a sticker on the lid.

Replacement Carts and Carts provided to new Customers during the term of the Contract may be previously used, but shall be clean, in good condition and with new or near-new instructional decals in-place prior to Cart distribution.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; 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 contain 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), and procedures to follow to minimize potential fire problems. The Contractor shall ensure that Carts have permanent serial numbers to assist with the tracking and recovery of lost or stolen carts.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Organics) and forward written or electronic repair notices that day 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 an accident, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or City.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart more frequently than a time period allowing for reasonable wear and tear during the term of the Contract or due to negligence or misuse, the Contractor may charge the Customer for the depreciated value of the Cart and shall forward in writing the Customer's name and address to the City with a full explanation of incident(s). In the event that the problem continues, the Contractor may discontinue service to that Customer; provided the City provides previous written approval.

3.1.15.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install 1-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their use

for storage and collection of Garbage or Recyclables within three (3) days of the Customer's request. Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance with the rates listed in Attachment B. The Contractor may not charge Customers any fees, charges, rates, or any expenses in connection with Drop-box Container service other than those rental rates listed in Attachment B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 3-cubic yards and under; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; 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 winch in good repair. Each type of Container (i.e., Garbage or Recyclables) shall be painted a color consistent with the collection stream it is used for, subject to the requirements of Section 3.1.15.5, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

The Contractor shall contact the City's Fire Marshal and obtain a determination concerning the conditions under which plastic Detachable Containers may be used. The Contractor shall use plastic Detachable Containers at all locations where allowed by the City's Fire Marshal to minimize noise impacts. Each plastic Detachable Container shall be marked with an additional sticker warning Customers and the Contractor's staff where the Container may not be placed as determined by the City's Fire Marshal.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) before being supplied to a Customer who had not used it earlier. 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 or taken over by the Contractor and was in use if the City, Health Department inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard.

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 by front load, rear load, or Drop-box Container collection vehicles to be eligible for collection. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

3.1.15.3 Ownership

In the event the Contract is terminated, all Containers used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Compactor Drop-boxes and Drop-boxes and Detachable Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

Upon written notice to the Contractor, the City may elect to assign this potential ownership of said Containers to a third-party. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their “as-is, where-is” condition and without any express or implied warranty by the 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 3.1.15.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

3.1.15.4 Container Colors and Labeling

The existing gray Cart with colored lids shall be retained in-place and continue to be used through the end of their useful life. Replacement containers shall meet the following color requirements. Contractor-provided Containers used for the collection of Recyclables, shall be blue. Contractor-provided Containers used for the collection of Organics shall be green. Contractor-provided Containers used for the collection of Garbage shall be gray. Specific Container colors shall be approved in writing by the City prior to the Contractor’s order of new Containers.

All Garbage Carts, Recycling Carts, and Organics Carts shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and website address, either screened or printed on a sticker on the lid and shall be subject to the prior written approval of the City. Cart and Container size shall be clearly screened, molded-in, molded-on, imprinted, or otherwise labeled on each Cart and Container provided by the Contractor. Information shall be screened on, molded-in, or molded-on the Carts, or printed on durable UV-resistant label stock squarely affixed to each Cart. All screening, molding, or labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the screen, molding, or label on the Carts and Containers shall be subject to the City’s prior written approval.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and a website address, either screened or printed on a sticker, all subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: “Leaky dumpster? Damaged Lid?” and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City’s prior written approval.

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor once every two (2) years or upon Customer or the City’s request. Labels and molded or screened information on Single-family Containers shall be redone by the Contractor when faded, damaged, or upon City or Customer request. The City may waive the two-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers.

3.1.15.5 Container Tracking and Inventory

The Contractor shall maintain a continuously updated electronic inventory of all Containers used in the performance of this Contract. The database shall include the following fields:

1. Serial Number (either manufacturer or Contractor assigned, and displayed in a visible location on the Container);
2. Container Size;
3. Container Color;

4. Purchase Date;
5. Purchase Cost;
6. Current Condition;
7. Date of Last Inspection for Detachable Containers and Drop-box Containers; and,
8. Location (address and account number).

The database shall be exportable to Microsoft Excel or other standard format specified by the City, and shall be electronically transmitted to the City along with the Contractor's monthly report.

3.1.15.6 Container Weights

The Contractor may charge an overweight fee for Micro-cans or Garbage Carts exceeding two (2) pounds per gallon of Container capacity, unless a Customer has flagged their account for no extras or overweight collection. In that case, the Contractor may refuse collection and tag the Container with an explanation and the actual measured weight of the overweight Container.

If a Recycling or Organics Cart exceeds the limits specified for Garbage Carts, the Contractor shall collect the Cart if it can safely do so, and provide notification to the Customer via written tag or phone call that they must reduce the Cart weight to continue to receive collection. The Contractor shall not be required to collect subsequent overweight Carts provided that an actual Cart weight is measured and provided in writing to the Customer and the City. Overweight fees shall not apply to Recycling or Organics Carts.

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 weight limits.

3.1.15.7 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers upon service cancellation within seven (7) days of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or City request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Organics shall be delivered for composting) at the Contractor's, not Customer's, cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

3.1.16 Inventory of Equipment, Vehicles, Facilities, and Reserve Carts and Containers

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

3.1.17 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 on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials that occurs during collection shall be immediately upon observation or notification reported to the City and cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately and, likewise, expressly acknowledge sole responsibility for any local, state, or federal violations, which may result from said leakage or spillage.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

3.1.18 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology 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 City-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the Contractor agrees to negotiate in good faith and in accordance with Section 7.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 3.3.4.1.

3.1.19 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 manner, continue to collect Garbage, Recyclables, and Organics to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

3.1.20 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement, the Contractor shall provide the City with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to ensure continuation of Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within four (4) days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of Contractor staffed temporary Drop-box Container or Contractor staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within four (4) days.
5. Billing policies to refund or credit the service component of rates for all services not delivered to Customers. Service credits may exclude the disposal component of rates, as those materials are assumed to be collected either through temporary Drop-Box sites or upon resumption of curbside service.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate any or its entire Strike Contingency Plan. Upon this notification, the four (4) day countdown will be deemed commenced and a state of Labor Disruption is officially declared. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

In the event that a disruption lasts more than one week, the Contractor shall provide Contractor staffed Drop-box Containers or Contractor staffed packer trucks for Customer use for each affected material stream in City-approved locations throughout the affected route areas.

Once a Labor Disruption is initiated, a four (4) day 'grace' period will be allowed prior to assessment of Performance Fees. Performance fees on the Contractor pursuant to Section 5.1 shall be assessed starting for all services normally scheduled, beginning on the third day following the initiation of any disruption. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of performance fees.

The Contractor's failure to comply with the provisions of this section shall be subject to a special fee of twenty thousand dollars (\$20,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the

Contractor's receipt of the City invoice. This fee is not a regular performance fee for the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold referenced in Section 5.2 (6).

3.1.21 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available assistance with site planning and building design review to either the City and/or property owners/managers. The assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building owners/managers when realigning Garbage, Recyclables, and Organics services. All assistance shall be provided by the Contractor in a timely manner so as to not delay the planning and review process.

Assistance shall include, but not be limited to reviewing and providing comments on building designs and plans to ensure that those designs and plans incorporate:

- design and planning of Garbage, Recyclables, and Organics removal areas and their location upon the site of the proposed construction or remodeling project;
- adequate floor and vertical space for the storage and collection of Containers for all materials;
- adequate access for vehicles to collect and empty Containers, including overhead clearance, turning radius, and access that does not require backing across sidewalks or violating any City code;
- avoidance of surface water drains and ditches when considering Container locations and developing strategies for containment of any potential leaks; and,
- strategies to reduce interior and exterior noise and emissions.

All communications regarding this process shall be conducted electronically via email. The Contractor shall keep a record of all such communications that can be easily referenced for a minimum of the duration of this Contract or as required by the City's public disclosure requirements, whichever is longer.

3.1.22 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 by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall be obligated to repair said damage at the Contractor's sole expense, or pay the City for all costs associated with repairing said damage so that the City can be made whole. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying the City immediately in writing, call the City to inform them of such matter. If the Contractor fails to do so immediately upon observation or notification as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the Contract. The City shall not be liable for any damage to property or person caused by the actions of the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

3.1.23 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation

Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for City prior review and written approval.

3.1.24 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give hiring preference to any Garbage, Recyclables, or Organics (including Yard Debris) collection workers who have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment.

Upon the hiring of a displaced collection worker represented by local 117 or 174, the Contractor shall be required to keep the displaced worker whole in regard to the workers pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payments made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under the Contractor's bargaining agreement.

3.1.25 Annual Performance Review

The City may, at its option, conduct an annual performance review of the Contractor's performance under this Contract. If conducted, the annual performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract and, at the City's option, a Customer satisfaction survey.

The review of the Contractor's performance shall include a comparison of the Contractor's actual performance over the course of the prior year being evaluated against the requirements and standards established in this Contract.

The results of the performance review shall be presented to the Contractor in a timely fashion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies found. The Contractor shall have sixty (60) days from its receipt of this notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may give written notice to the Contractor of failure to perform, and give the Contractor six (6) months' notice of Contract termination. The City's determination of the Contractor's failure to perform shall not be arbitrary or capricious.

The costs of the development and implementation of any action plan required under this Section 3.1.25 or Section 5.1 shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

3.1.26 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or the City offices, at the City's option, on an every-other-weekly basis during the first six months of the contract, and then monthly throughout the term of the Contract, to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City and the Contractor. The Contractor also shall provide full access to Contractor's equipment, processing facilities, route and Customer service data, safety records, and any other applicable information to allow City to conduct effective periodic monitoring of Contractor operations.

3.1.27 Collection/Disposal Restrictions

All Garbage collected under this Contract, as well as residues from processing Recyclables and Organics, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from King County Customers and instead prominently tagged with a written notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 5.1. The City shall not be liable or legally responsible in any way for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any such damage or legal implications resulting from said collection.

The Contractor shall not knowingly, or as a result of gross negligence, collect or dispose of Hazardous Waste or other hazardous 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 for such materials. Failure to do so will be grounds for performance fees as provided in Section 5.1. The City shall not be liable to legally responsible for the Contractor's knowing, or grossly negligent, collection or disposal of Hazardous Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. The Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said collection.

Garbage collected by the Contractor may be processed to recover recyclable material, provided that the residual is disposed in accordance with the City's Inter-local Agreements with King County as it currently exists as of the Date of Execution of this Contract or as thereafter amended, or as otherwise directed by the City in writing, and the Contractor receives prior written approval from the City of the Contractor's procedures and policies for diverting Garbage for processing. 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, or such other disposal fee as the City directs the Contractor to use in writing, and shall charge hauling fees no higher than provided for in Attachment B.

3.1.28 Container Weight Review and Modification

The City and Contractor shall annually review calculated Container weights. The Contractor shall provide the City with its Container weight calculations not later than October 1st of each year, with the first calculations due on October 1, 2015. The Contractor's calculations shall be based on the prior weights for the September through August period and shall allocate actual collection tonnage across all Container sizes using a City-approved methodology, with data validation provided by on-board truck scale weights when available.

The City may also choose to independently confirm Container weights through a sampling of Container weights. If the City elects to perform a Container weight study, the Contractor shall coordinate its collection routes and operations to accommodate the study, the results of which may, at the City's sole option, be used to update the disposal components listed in Attachment B of this Contract.

3.1.29 Emergency Response

The Contractor shall provide the City with the use of the Contractor's labor and equipment for assistance in the event of a City disaster or emergency declaration. Contractor services shall be provided immediately upon City directions and paid at the Contract rates in Attachment B.

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 3.3.4. The Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

3.2 Collection Services

3.2.1 Single-family Residence Garbage Collection

3.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-family Residence Customers in, and adjacent to, Micro-cans, Garbage Cans, bags and Garbage Carts. The Contractor shall offer carry-out service to Disabled Customers at no charge (per Section 3.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. Sunken can service is prohibited by this Contract.

3.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. Micro-cans and Garbage Carts shall be delivered by the Contractor to Single-family Residence Customers within seven (7) days of the Customer's initial request.

3.2.1.3 Specific Collection Requirements

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

1. 10-gallon Micro-can
2. 20-gallon Garbage Cart
3. 32-gallon Garbage Cart
4. 45-gallon Garbage Cart
5. 64-gallon Garbage Cart
6. 96-gallon Garbage Cart

On Customer request, the Contractor shall also offer Customers monthly collection of one 32-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 and Organics services.

Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence 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. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set out location and in accordance with all other Contractor responsibilities set forth in this Contract.

Carry-out charges shall be assessed in twenty-five (25) foot increments only to those Customers for whom the Contractor must move a Container over five (5) feet to reach the curb at the collection vehicle's nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Micro-can, Garbage Can, or Garbage 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, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra

Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Garbage collection to every-other-week. In the event that the City implements this reduced collection frequency, the Single-Family Garbage rates in Attachment B shall be reduced by \$1.46/month plus the City's then-current Franchise Fee and corresponding State B&O tax on the Franchise Fee related to this reduction, subject to the rate modification provisions of Section 4.3.

3.2.2 Single-family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residences Customers as part of basic Garbage collection services, without extra charge. As operational or recycling processing improvements are made, Contractor agrees to expand the defined list of Residential Recyclables, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Attachment C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Attachment C list.

3.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. 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 Single-family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart.

Recycling Carts shall be delivered by the Contractor to new Single-family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request.

3.2.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur every-other-weekly on the same day as each household's Garbage and Organics collection. 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, non-disruptive 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 subscribing Single-family Residence Customers for Garbage service. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Attachment C.

The Contractor shall monitor the quality of Recyclables set out for collection, and regularly report to the City the quality of collected Recyclables. 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 written notice ticket or “oops tag” to involvement of management staff from either the City or Contractor as appropriate. Every other month, Contractor’s staff shall conduct visual audits of Carts on select routes. Customers with significant levels of contamination (25% or more) will receive a letter and instructions from the Contractor about proper Recycling. Customers with Recyclables consistently or significantly contaminated will be contacted by phone to provide additional education and to resolve the issue. If contamination is not corrected after numerous attempts to educate and help the Customer, then the Contractor may request in writing from the City permission to remove the Customer from Recycling service. The City’s permission will not be unreasonably withheld.

Contractor’s drivers shall leave written notice tickets or “oops tags” on Recycling Carts contaminated with 10% or more unrecyclable materials based on a visual audit. Customers that receive three (3) or more written notice tags or “oops tags” per quarter (three months) shall be contacted by phone to resolve the issue as described above.

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Recycling collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Garbage rates in Attachment B shall be increased by \$1.62/month plus the City’s then-current Franchise Fee and corresponding State B&O tax on the Franchise Fee related to this reduction, subject to the rate modification provisions of Section 4.3.

3.2.3 Single-family Residence Organics Collection

3.2.3.1 Subject Materials

Organics shall be collected every-other-week from all Single-family Residence Customers who subscribe for that service and pay the extra charge.

Contaminated or oversized Organics materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate written problem notice explaining why the material was rejected.

3.2.3.2 Containers

The Contractor shall provide Organics Carts to subscribing Customers at no charge. The default Organics Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Organics Carts on request to those Single-family Residence Customers requiring less capacity than provided by the default Organics Cart. The Contractor shall provide the first Organics Cart to each Customer at no charge. The Contractor shall also provide a smaller capacity non-Cart Container ranging from 10-15 gallons in capacity for Customers wishing to use a smaller Container only for Food Scraps instead of a Cart. The model Container used for this option shall be approved in writing by the City prior to the Contractor purchasing inventory.

Excess Yard Debris material that does not fit in an Organics Cart shall be bundled or placed in Kraft paper bags, cardboard box, reusable tote or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container’s contents as “Yard Debris.” The Contractor shall maintain and have available for Customers a list of local retail stores that carry acceptable Kraft paper bags and reusable Yard Debris totes. The list of local retail stores shall be provided on the Contractor’s website and available to Customers by mail.

Organics Carts shall be delivered by the Contractor to new Single-family Residence Customers, Customers requesting a replacement Organic Cart, and Customers that had previously rejected their Organics Cart within seven (7) days of the Customer's initial request.

The Contractor shall maintain and have available for Single-family Residence Customers a list of local retail stores that carry acceptable biodegradable plastic or other material bags for Customers to use for the accumulation of Food Scraps to be placed in the Organics Carts. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall also make acceptable biodegradable plastic or other material bags available at its customer service center.

3.2.3.3 Specific Collection Requirements

Organics shall be collected every-other-weekly on the same day as each household's Garbage and Recyclables collection from all Single-family Residence Customers. Collections shall be made from Single-family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect up to ninety-six (96) gallons of Organics each week from participating Single-family Residence Customers. Organics in excess of that limit may be charged as Extra Units in 32-gallon increments, as included in Attachment B. Customers may also subscribe for an additional Organics Cart at the lower rate provided in Attachment B. For the two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be accepted with regular quantities of Organics without extra charge.

Organics may be placed in Carts, Kraft paper bags or reusable tote bags, cardboard boxes, bundles, or relabeled Garbage Cans next to the initial Organics Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall monitor the quality of Organics set out for collection, and regularly report to the City the quality of collected Organics. Either party may inspect or sample set-out or collected Organics. Any deficiencies in Organics 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 written notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate. Every other month, Contractor's staff shall conduct visual audits of Carts on select routes. Customers with any single item of glass or plastic or significant levels of contamination (20% or more) will receive a letter and instructions about proper preparation. Customers with Organics consistently or significantly contaminated will be contacted by phone to provide additional education and to resolve the issue. If contamination is not corrected after numerous attempts to educate and help the Customer, then the Contractor may request in writing from the City permission to remove the Customer from Organics service. The City's permission will not be unreasonably withheld.

Contractor's drivers shall leave written notice tickets or "oops tags" on Organics Carts contaminated with any single item of glass or plastic or 20% or more non-compostable materials based on a visual audit. Customers that receive three (3) or more written notice tags or "oops tags" per month shall be contacted by the Contractor by phone to resolve the issue as described above.

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 in accordance with all other Contractor responsibilities set forth in this Contract.

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Organics collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Garbage rates in Attachment B shall be increased by \$2.59/month plus the City's then-current Franchise Fee and corresponding State B&O tax on the Franchise Fee related to this reduction, subject to the rate modification provisions of Section 4.3.

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or next to Containers.

3.2.4.2 Containers

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and included in Attachment B.

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.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily 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.

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

Multifamily Complex and Commercial 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 by front load, rear load, or Drop-box Container collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured 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.

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers 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 vehicle access possible. For Multifamily Complex or Commercial Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Multifamily Complex or Commercial Customers to ensure that the

Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Multifamily Complex or Commercial Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Multifamily Complex or Commercial Customer as to what constitutes a “significantly sloped hill” or a “safety hazard” shall be submitted in writing to the City, and the City’s decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Roll-out charges shall be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over five (5) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service in accordance with the rates listed in Attachment B.

3.2.5 Multifamily Complex and Commercial Recyclables Collection

3.2.5.1 Subject Materials

All Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall be collected as part of the basic Garbage collection services, without extra charge without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

3.2.5.2 Containers

The Contractor shall provide Recycling Containers at no charge to all Multifamily Complex and Commercial Customers requesting Containers.

The Contractor shall recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer’s initial request.

3.2.5.3 Specific Collection Requirements

Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion.

The Contractor shall collect from areas mutually agreed upon by the Contractor and Multifamily Complex or Commercial Customer with the least slope and best truck access possible. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately prior

to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a “significantly sloped hill” or a “safety hazard” shall be submitted in writing to the City, and the City’s decision shall be final. The Contractor’s crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed and in accordance with all other Contractor responsibilities set forth in this Contract.

3.2.6 Multifamily Complex and Commercial Customer Organics Collection

The Contractor shall provide Cart-based Organics collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis, in accordance with the service levels selected by the Customer and at the service rates set forth in Attachment B.

3.2.6.1 Subject Materials

The Contractor shall provide collection of Organics from any requesting Multifamily Complex or Commercial Customer, subject to that Customer’s continued compliance with material preparation requirements. Contaminated or oversized Organics materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

3.2.6.2 Containers

Containers shall be provided to subscribing Customers at no additional charge. Organics Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer’s initial request.

Multifamily Complex and Commercial 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 by the Contractor’s Organics collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured 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.

3.2.6.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Organics collection shall occur at least weekly or more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall collect Organics from areas mutually agreed upon by the Contractor and the Customer with the least slope and best vehicle access possible. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require the Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a “significantly sloped hill” or a “safety hazard” shall be submitted in writing to the City, and the City’s

decision shall be final. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

3.2.7 Drop-Box Container Garbage Collection

3.2.7.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer and the service rates set forth in Attachment B.

3.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 3.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty containers by the Contractor to new and temporary Customers within three (3) business days after the Customer's initial request.

Customers may elect to own or secure Drop-box 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 by the Contractor's Drop-box Container collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured 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.

3.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of delivering empty and collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container.

The Contractor may charge additional time or mileage only upon the Customers prior approval and only when the Customer direct material to a facility other than the closes King County disposal facility.

3.2.8 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within twenty-four (24) hours after the Customer's initial request. The charges for all temporary Containers shall be included in Attachment B. The charges for temporary Detachable Container service as listed in Attachment B shall include delivery, collection, distance, and disposal or processing for Recyclables or Organics. No additional fees other than those included in Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or Organics collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Organics service.

3.2.9 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Organics Containers to Customers sponsoring special events within the City Service Area at the rates listed in Attachment B. The Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Organics at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Organics diversion is achieved. The Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes and tonnages of materials disposed of, and diverted for recycling and composting.

The Contractor shall provide special event services as a bundle, with each event provided collection of Garbage, Recyclables, and Organics. The provision of Garbage-only service is discouraged, and shall be offered on a case-by-case basis only upon prior written approval of the City.

3.2.10 City Services

The Contractor shall provide weekly Garbage, Recyclables and Organics 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
City Hall	22017 SE Wax Road, Ste 200
Lake Wilderness Lodge and Park Maintenance Facility	22500 SE 248 th St.
Lake Wilderness Golf Course	25400 Witte Rd SE
Greater Maple Valley Community and The Den Youth Center	22010 SE 248 th St.
Public Works Maintenance Facility	23717 SE 264 th St
The Lake Wilderness Arboretum	22500 SE 248 th St

At any time during the term of this Contract, the City may add facilities and parks 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.

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.

3.2.11 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:

- **Code Enforcement and Community Clean-up Support:** In residential areas designated by the City, Contractor shall support clean-up events with up to 10 Drop-box Containers per year. Contractor shall provide 10-40 yard Drop-box containers (or other sizes approved by the City) without charge to the City. Contractor shall waive delivery, rental, disposal and other fees.
- **Collection at Special Events:** Contractor shall provide without charge, Garbage, Recycling and Compostables Containers and collection during the following events:
 - Maple Valley Days
 - Independence Day Celebration
 - Annual Fishing Derby
 - Music or Movies in the Park

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one event every year, the Contractor may negotiate compensation for those additional events. 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.

3.2.12 Snow Plowing Services

Following winter storm events the City may elect to have the Contractor provide support to City snow removal and/or de-icing and sanding efforts. Upon e-mail or written notice from the City, the Contractor shall equip its vehicles with plow and/or sanding equipment and provide services as specifically directed by City operations staff. Services shall be charged at the rate provided in Attachment B, based on total truck time used, including time traveling to and from plow or sanding routes.

3.2.13 Curbside Storm Clean-up

Upon written or e-mailed City request, the Contractor shall provide a City-wide curbside storm event clean-up for windfall Yard Debris. The event shall be jointly publicized by the City and the Contractor and shall be made available to all Single-family Residences, including both Customers and non-Customers. Under this service, all Single-family Residences may set out up to two (2) cubic yards of un-containerized, compostable Yard Debris on a designated day of collection. Branches shall be cut into six (6) foot or smaller lengths and be not greater than four (4) inches in diameter. All material shall be placed within five (5) feet of the curb. The Contractor may utilize collection vehicles different than those

regularly used to perform collection and will not be subject to the age and emissions standards listed in Section 3.1.14, but shall be presentable, in safe working order and shall be subject to all other conditions of that Section 3.1.14. The City shall pay the Contractor the rate provided in Attachment B, per event.

3.2.14 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer.

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Attachment B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

Bulky Waste must be placed at the Curb by the Customers. The Contractor shall notify the Customer of the specific date that their item will be collected, the charge that will be made to their next bill, and where the item should be placed for collection.

The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 3.1.4, 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, non-disruptive and quiet manner and in accordance with all other Contractor responsibilities set forth in this Contract.

3.2.13 Excluded Services

This Contract does not include the collection or disposal of Hazardous Waste.

3.3 COLLECTION SUPPORT AND MANAGEMENT

3.3.1 General Customer Service

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- Answering Customer telephone calls and e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing; and,
- Maintaining and updating regularly as necessary a user-friendly internet website.

These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges set forth in Attachment B.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base within King County. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's customer service office and call center shall be accessible by a local area code (currently "425") and prefix phone number. The Contractor shall maintain a minimum of two (2) Customer service numbers specifically set up to handle calls from Maple Valley Customers only. One phone line shall handle calls from Single-family Residences and the other shall handle calls from Multifamily Complex and Commercial Customers. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays and Sundays. The holiday collection schedule described in Section 3.1.7 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center 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. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency. The Contractor shall have a representative, or an answering service to contact such representative, available at the Customer emergency telephone number during all hours other than normal office hours.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for City-use during all hours, including normal office hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.2

3.3.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from at least two (2) incoming telephone calls from City Customers at one time, and in addition a telephone answering system capable of accepting an additional minimum of two (2) incoming telephone calls from City Customers at one time. During office hours, Customers shall not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but shall be routed directly to a Customer service representative. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than telephone, including letters, e-mails, text messages or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, 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 transition and implementation period shall be subject to prior City review and approval.

3.3.2.2 City Customer Service

The Contractor shall maintain staff that has management level authority to provide a point of contact for the majority of City inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

- Assisting City staff with promotion and outreach to Single-family Residences, Multifamily Complexes, Commercial Customers, and special events;
- Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and,
- Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues.

Should the Contract fail to meet the expectations for customer service to the City as described herein, the Contractor shall be assessed performance fees in accordance with Section 5.1.

3.3.2.3 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 voice mail or 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 phone call, letter, or internet communication, 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 from the Microsoft Office suite of software to the City with the monthly report.

3.3.2.4 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office – both the Customer Service Office and the Customer Service Center – is closed.

A Customer calling into the Customer service phone lines and placed on hold shall hear either City-specific messages or messages that are applicable and not misleading to City Customers.

3.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

3.3.2.6 Contractor Internet Website

The Contractor shall provide a user-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, day of collection map that is dated as of the last change and always current, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt. The website shall offer Customers the option to receive and pay their service bills on-line through a secured bill payment system that enables Customers to make one-time or ongoing payments via credit card or checking/savings account at no extra charge.

The website design shall be usability tested and then submitted for City approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to City requests for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request. Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website within six (6) hours of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into Spanish. Upon City request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

3.3.2.7 Full Knowledge of Garbage, Recyclables, and Organics Programs Required

The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-family Residence, Multifamily Complex and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables, and Organics 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 Recyclables and Organics preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service. The Contractor shall provide the City with internal customer service representative training and support information specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to City Customers. Any revisions to these materials shall be approved in writing (via e-mail) by the City prior to being used by customer service representatives.

The Contractor shall also provide the City with no less than Five (5) phantom billing accounts representing various sectors to facilitate City monitoring of Customer communications and billing protocols. These phantom accounts shall be established in conjunction with the City and shall be accessible to the City and managed as if the City were a normal Customer using these accounts.

3.3.2.8 Monitoring and Evaluation

The Contractor shall have a City-approved program in place to monitor and evaluate the quality of Customer service provided by Customer service representatives. The program must be submitted to the City for review no later than three (3) months prior to the Date of Commencement of Service. The program may include "secret shopper," direct call monitoring by supervisors, analysis of call management reports, surveys or other methods to ensure high quality customer service.

The results of the monitoring and evaluation program shall be provided to the City at least twice each year on a schedule acceptable to the City, and shall include a description of any remediation plans, activities and results.

3.3.2.9 Customer Communications

The City and Contractor recognize that Customer preferences for their method of communication may change during the term of this Contract and agree to adjust customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

3.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed at least quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters including, but not limited to the service period, invoice date, due date, late fee date, reminder date(s), container removal, and stop service date shall be submitted to the City in writing and is subject to written approval by the City. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees included as Attachment B. The Contractor may bill to Customers late payments and "non-sufficient

funds” check charges, as well as the costs of bad debt collection, at rates and/or amounts that have been previously approved in writing by the City, and are included in Attachment B rates.

Customers may temporarily suspend collection services due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual services received.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Organics collection bills for all Customers;
- Generating bills printed double-sided, on a minimum of one hundred percent (100%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer’s current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;
- Accepting payment in person from Customers at its principal office location and Customer Service Center as described in Section 3.3.2, and on-line at the Contractor’s website. Customers shall be able to make payments by cash, check, or debit/credit card at physical locations;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. Customer shall be provided with withdrawal or transfer date options and one option shall be to pay the day prior to when late fees are due. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts for specific Customer sectors;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Organics 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 six (6) years from the end of the fiscal year in accordance with the City’s record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;
- 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; and
- Implementing rate changes as specified in Section 4.3.

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 (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the Customer service database via e-mail or electronic media on a monthly basis. The City shall have unlimited rights to use the Customer service database, including, but not limited to, developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) 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.

The City reserves the right to review and approve in writing the bill template used by the Contractor as to format and design to ensure Customer satisfaction, and at the City's request, the Contractor shall pay for and conduct a focus group evaluation of the billing format and design, with results available a minimum of three (3) months prior to the Date of Commencement of Service, so that recommended changes may be made to the billing format and design prior to implementation of collection services on the Date of Commencement of Service.

3.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at City request at no cost to the City. In addition, the Contractor shall allow City staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or Yard Debris/Organic Waste facility certified weight slips, and Customer charges and payments.

3.3.4.1 Monthly Reports

On a monthly basis, within thirty (30) days of the last day of each month, the Contractor shall provide a report containing the following information for the previous month:

1. A billing summary that provides the number of Customers billed at each service level (e.g. by container size, extra services) for each service sector (e.g., Single-family Residence, Multifamily Complex, Commercial Customers and Drop-box hauls by Container size), the total number of Customers for each type of service by sector, Customer receipts by each service level, and total billings.
2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name,, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Organics, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
3. Reports from the Contractor's Customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within twenty (20)

seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.

4. Website utilization report showing total number of Customers paying their bills on-line, total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Organics, quantities collected (in tons) for each collection sector. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables market prices, contamination levels and processing residues disposed as Garbage.
7. A list of current disposal or processing fees per ton for each material collected.
8. A description of any vehicle accidents or infractions.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages related for City services and events.
11. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

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, and volume of, Recyclables and Organics collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.

5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size and serial number of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Organics collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Organics service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Organics service.
8. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
9. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twelve (12) 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. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

3.3.4.4 Other Reports

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 shall be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site commercial Recycling and Organics technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City.

The Contractor shall annually contact, by telephone or site visit, the manager or owner of each Multifamily Complex site to encourage recycling participation, address concerns, space or contamination problems, offer additional or on-going education or training to tenants, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and

work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall every two (2) years during the duration of the Contract, beginning in September 2016, follow-up with each Commercial Customer by telephone or in person to address additional concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor shall attempt to reach each Commercial Customer by telephone no more than two (2) times, with a minimum of one (1) week separating each attempted telephone call, at which time, if unsuccessful, shall conduct a site visit to the Commercial Customer if a local business. The Contractor's educational efforts to Commercial Customers shall include performing waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection containers, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, upon request of a Commercial Customer or a tenant business, and at the Contractor's expense, conduct a site visit within one week of the request to review existing services, determine recycling potential, and assess space constraints for additional carts or containers.

Any additional promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks City review period shall be provided in all cases by the Contractor to allow sufficient time for City review and approval.

3.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 3.1.15.3, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

The Contractor shall provide a detailed Customer list in an electronic format acceptable to the City, including Customer name, contact information (i.e., telephone number and e-mail address, if available), service address, mailing address, collection service levels and frequencies, day of collection and Container rental service levels to the successive contractor within seven (7) days of initial request by the City.

Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

4. COMPENSATION

4.1 Compensation to the Contractor

4.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily 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. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

The City is not required under this Contract to make any payments to the Contractor for services performed, or for any other reason, except as specifically described in this Contract or for services the City obtains as a Customer.

In the event that the Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

4.1.2 Itemization on Invoices

City, County, and Washington State solid waste taxes and sales taxes, if applicable and allowed, shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The City Franchise Fee shall not be itemized separately on Customer invoices.

All Recyclables collection costs and revenues shall be included in the Garbage collection rates for Single-family, Multifamily Complex and Commercial Customers, and are included in the Customer rates listed in Attachment B.

Charges for excess Garbage or Organics, Organics collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Attachment B.

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers and those costs are included in the rates provided in Attachment B. In no case shall Customers be separately charged sales taxes paid by the Contractor on its equipment and Containers.

4.2 Compensation to the City

4.2.1 Fees Paid to City

The Contractor shall pay to the City a one-time fee of twenty-five thousand dollars (\$25,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City a Franchise Fee on or before the last working day of each month during the term of this Contract, starting on October 15, 2014. The franchise fee shall be based on all Contractor receipts posted since the last Franchise Fee payment (or start of the Contract in the case of the initial Franchise Fee payment), excluding Drop-box disposal fees. The initial Franchise Fee shall be assessed at 2.3% of gross revenues posted by the Contractor since the last Franchise Fee payment period. The Contractor's obligations to pay the Franchise Fee shall extend past the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The rates included in Attachment B, as modified during the term of this Contract, include the Franchise Fee and Customers shall not be separately charged an itemized Franchise Fee. Attachment D contains an example of how the Franchise Fee is included in rates, and lists the Contractor's service rate, the City's share of the retail rate, the State excise tax associated with the Franchise Fee, and the combined retail rate. Any adjustments to the Franchise Fee rate shall be calculated in a manner consistent with the example shown in Attachment D.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's actual receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming customer billing rates, Contractor receipts for services provided under this Contract and bad debt recovery.

The Franchise 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. The City shall notify the Contractor of the new Franchise 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 Franchise Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5%), 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.

4.3 Compensation Adjustments

4.3.1 Annual CPI Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B, excluding waste disposal fees, for each level of service shall increase or decrease each year by eighty percent (80%) of the annual percentage change in the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on

the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charges for 2016 will be based on the CPI for the twelve (12) month period ending June 30, 2015.

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.

If the City has requested a Garbage Container weight study to be conducted, its completion shall be required within thirty (30) days prior to the rate adjustment request in order to receive the annual CPI modification described in this Section. The Garbage Container weight study format and methodology shall be agreed to by the Contractor and the City, and conducted under the supervision of the City. The Container weights included in Attachment B shall be used for rate adjustments until a City-requested Container weight study is completed.

Rates shall be adjusted annually, beginning January 1, 2016. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2015. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period and the Contractor shall lose the right to appeal this action.

On City review and verification, the new rates shall take effect on January 1st of the following year, and Customers shall be notified by November 15th, forty-five (45) days prior to the new rate going into effect. Should ratepayers not receive notification by November 15th, due to missed deadlines by the Contractor or failure of the City to verify the rates, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment D.

4.3.2 Periodic Adjustments

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in County disposal fees for Garbage. 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 by the Contractor in its proposal or as modified in accordance with Section 3.1.29, and included in Attachment B of this Contract.

An example of rate modifications due to disposal fee changes is provided in Attachment D.

4.3.3 Changes in Disposal or Organics Processing Sites

If the County's Algona, Enumclaw and Bow Lake transfer stations become unavailable for more than one week and the Contractor is required to haul Garbage to an alternative County disposal location in excess of twenty (20) miles from the intersection of Highways 516 and 169, the Contractor shall be allowed additional compensation at \$3.00 per additional mile per truck trip above the fifteen (15) mile each way threshold, upon City approval which shall not be unreasonably withheld. The City and Contractor shall mutually agree upon the methodology and format for assessing the additional charges. The per-mile rate listed in this section shall be subject to the Section 4.3.1 annual CPI adjustment.

If the Contractor is required by the City or other governmental authority to use an Organics processing site other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The

City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings. In the event that the Contractor is unable to find a processing site for all collected Organics, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected Organics, such as Food Scraps, from the Contract and the City and Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Organics or the site that was originally used for processing Organics is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

4.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, changes in Organics processing fees, the value or processing costs of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system.

4.3.4.1 New or Changes in Existing Taxes

If new City, County, or Washington State taxes are imposed or the rates of existing taxes are changed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) threshold and if so, to determine the amount and the method of adjustment.

In the event that road or bridge tolls are implemented that affect the Contractor's operations under this Contract, the City and Contractor agree to enter into good faith negotiations to adjust compensation accordingly, without meeting the five thousand dollar (\$5,000) cost threshold referenced in the preceding paragraph.

4.3.4.2 Changes in Service Provision

In the event that either the Contractor or City initiates any changes in how Contract services are provided that reduce Contractor costs, including, but not limited to, such measures as taking advantage of the regional direct disposal rate, the Contractor shall promptly notify the City in writing of such reduced costs and rates shall be reduced within thirty (30) days of the subject change so that the City shall receive the benefit of eighty percent (80%) of the cost savings.

4.4 Change in Law

Changes in federal, State, or local laws or regulations that result 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 sole option. If the City requires review of 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 Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

4.5 Compensation Adjustments Approval

Any compensation or fee adjustments as provided for in Section 4 shall be approved or disapproved by the City.

5. 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 specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees and Section 5.2 details default provisions and procedures.

5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present a documented incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. Performance fees shall include, but are not limited to:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.4, except as expressly permitted by the City in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	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, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five thousand dollars (\$5,000) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials, or failure to report a Contractor-caused spill to the City, immediately upon observation or notification of said spill or leakage	Twice the cost of cleanup to the City or King County, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	Two hundred fifty dollars (\$250) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.

	Action or Omission	Performance fees
6	Failure to collect missed materials within one (1) business day after notification.	One hundred dollars (\$100) per incident to a maximum of five thousand dollars (\$5,000) per vehicle per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
7	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Five thousand dollars (\$5,000) per block segment if collection is performed the following day; ten thousand dollars (\$10,000) if not collected by the following day.
8	Collection as Garbage of Source-separated Recyclables, Yard Debris, or Organics in clearly identified containers, bags, or boxes.	Five thousand dollars (\$5,000) per incident, up to a maximum of Five thousand dollars (\$5,000) per vehicle, per day.
9	Rejection of Garbage, Recyclables, Yard Debris or Organics without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers, within twenty-four (24) hours of request, to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Organics Containers, within seven (7) days of request, to Single-family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers, vehicles and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Collection of Recyclables, Yard Debris, or Organics in a vehicle designated for Garbage collection without the express written permission of the City.	Ten thousand dollars (\$10,000) per vehicle, per incident, with no maximum.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Failure to provide emergency response services within forty-eight (48) hours of initial request, unless prevented by a Force Majeure event as provided for in Section 7.15.	Ten thousand dollars (\$10,000) each day services are not provided as requested, up to a

	Action or Omission	Performance fees
		maximum of two hundred thousand dollars (\$200,000).
19	Failure to deliver Garbage, Recycling and Organics Containers to all existing Multifamily Complex and Commercial Customers as requested on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
20	Failure to include City authorized instructional/ promotional materials when Garbage, Recycling, and/or Organics Containers are delivered to Single-family Residences, or failure to affix required City authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
21	Failure to separate collection of materials from City Service Area Customers from non-city service area customers without prior written approval from the City.	Two thousand dollars (\$2,000) per route, plus one thousand dollars (\$1,000) per month until the route is City Service Area only or a request for approval has been submitted in writing and approved in writing by the City.
22	Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.14.	One hundred dollars (\$100) per placard per vehicle per day. Two thousand dollars (\$2,000) per route, plus one thousand dollars (\$1,000) per month until the route is City Service Area only or a request for approval has been submitted in writing and approved in writing by the City.
23	Inability to reach the Contractor's staff via the emergency telephone number.	Five hundred dollars (\$500) per incident.
24	Charging Multifamily Complex Customers or Commercial Customers for Recycling services that otherwise should be provided at no additional charge.	Refund of fees paid by the Customer plus one thousand dollars (\$1,000) per incident.
25	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
26	Failure to collect Garbage, Recyclables or Organics from a Customer placed on the chronic miss list.	One hundred dollars (\$100) per incident, with no maximum. Five hundred dollars (\$500) per Container type, size, and color below the minimum. Fifty dollars (\$50) per Container.
27	Failure to meet with City staff as described in Section 3.1.26 more than two (2) consecutive weeks.	One hundred dollars (\$100) per incident, with no maximum.
28	Failure to re-paint vehicles with new name, logo, and color within two (2) years of the effective date of a merger or sale. Failure to implement a company name change within one (1) year of the effective date of a merger or sale. Failure to designate the name under which the Contractor will be doing business in writing to the City within thirty (30) days of the	Five hundred dollars (\$500) per month per vehicle, with no maximum. Five hundred dollars (\$500) per month per unchanged item. Twenty-five dollars (\$25) per day, with no maximum.

	Action or Omission	Performance fees
	effective date of a merger or sale.	
29	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

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 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 5.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to 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, and shall accrue penalty charges of eight (8.0%) percent of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. The decision of the City shall be final.

5.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the Contractor shall be in default of this Contract should any of the following occur:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Organics, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, 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, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance with this Contract creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract; or
6. The Contractor is assessed performance fees in excess of ten thousand dollars (\$10,000) during any consecutive six (6) month period.

The City reserves the right to pursue any remedy available at law or in equity 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 any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then 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 the Contractor's performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond 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.

In the event that the surety on the Contractor's performance bond 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 contract with another party or any other means.

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond 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, Recyclables or Organics collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

6. NOTICES

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

To City: City of Maple Valley _____
David W. Johnston _____
P O Box 320 _____
Maple Valley, WA 98038 _____

To Contractor: Recology CleanScapes, Inc.
117 South Main Street, Suite 300
Seattle, WA 98104

7. GENERAL TERMS

7.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Recyclables and Organics placed in designated Containers and set out in the regular collection locations within the City Service Area during the term of the Contract. The City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

This Contract provision shall not apply to Garbage, Recyclables, or Organics self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business; to Yard Debris generated and hauled by private landscaping services; or to Organics hauled by common or private carriers.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Organics once these materials are placed in Contractor-provided or City-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Organics. Likewise, a tipping or acceptance fee charged for Recyclables or Organics, and a tipping or disposal fee for associated residuals shall be the financial responsibility of the Contractor.

7.2 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 seven (7) years thereafter, maintain in an office in King County 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 Organics 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.

7.3 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance as set forth below. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract 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.

7.3.1 Minimum Scope of Insurance

The 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. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent)

for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage 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 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. Contractor's Pollution Liability insurance coverage ("occurrence" form) covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo.

7.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) per accident.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$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. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

7.3.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and previously approved in writing by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

7.3.4 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. The City, its officials, employees, and volunteers shall be named additional insured's on the Contractor's insurance policy.
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.

Each insurance policy required by the insurance provisions of this Contract shall provide the required

3. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City

7.3.5 Acceptability of Insurers

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

7.3.6 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract. A copy of the complete policy shall be provided upon execution. The City reserves the right to require certified copies of all required insurance policies at any time. The Contractor shall provide new/updated certificates of insurance each year when the policy renews.

7.3.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's insurance policy.

7.4 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). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) 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.

7.5 Indemnification

7.5.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, 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, injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting there from, arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:

1. The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage, or destruction caused by or resulting from the sole negligent acts or actions of the City, its officers, agents, or employees.
2. Should a court of competent jurisdiction determine that this Agreement 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.

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor (and if the Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall be entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to 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. The City shall be entitled to recover its reasonable attorney's fees incurred in enforcing Section 7.5.

7.5.2 Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor 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 that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

7.6 Confidentiality of Information

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract are a public record under the Public Disclosure Act, Chapter 42.56 RCW, and are subject to mandatory disclosure upon request by any person.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor regarding the public records request, as allowed by Chapter RCW 42.56.540. Per City policy, the Contractor shall be provided ten (10) business days after notification to seek a court order prohibiting the release of the records. The City assumes no contractual obligation to enforce any exemption.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) calendar day's prior written 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.

7.7.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the city's sole discretion.

In the event of an assignment, sub-contracting, 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 services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities 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.

Supplier agreements for vehicles, part, fuels, and other general supplies are exempt from this reporting requirement.

For the purposes of this Contract, any Change of 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.

7.7.3 Merger or Sale of Contractor Operations

In the event the Contractor undergoes a name change for any reason, the name change as perceived by the public shall be completed within one (1) year from the effective date of the merger or sale. The Contractor shall designate the name, logo, and colors under which it will be doing business in writing to the City within thirty (30) days of the effective date of the merger or sale. All items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new name, logo, and colors within two (2) years of the effective date of the merger or sale. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 5.1.2.

7.8 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.

7.9 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

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.

7.10 Permits and Licenses

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract 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.

7.11 Relationship of Parties

The City and Contractor intend that an independent City/Contractor relationship shall be created by 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.

7.12 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when 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 Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's term. The Contractor shall provide the City a detailed list of all such separate agreements with Customers upon City request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

7.13 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.

7.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or any contract amendments at its discretion or based on any change in county, state or federal law, rule or regulation, that would materially modify the terms and conditions of the contract. The City may also renegotiate this Contract should any Washington State, 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 agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 3.1.18, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

7.15 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 God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, accident to machinery, equipment or materials, 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, and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence (“Force Majeure”). 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 and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone or email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor’s obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 3.1.8.

7.16 Illegal Provisions

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

7.17 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.

7.18 Incorporation of Contractor’s Proposal in Response to City’s RFP

The Contractor’s proposal, dated December 3, 2013, submitted in response to the City’s Request for Proposals, is incorporated by reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor’s proposal and all associated clarifications and supplemental proposal materials. In the case of conflict between the Contractor’s proposal and this Contract, the provisions of this Contract shall prevail. The City may approve changes to vehicle and Container make, model and specifications at the City’s discretion.

7.19 Disputes Resolution

The parties shall attempt to resolve any and all disputes to the mutual satisfaction of both parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall, within one (1) year of first notification of such dispute, be submitted to non-binding mediation before a mediator selected from a list of mediators acceptable to both the City and the Contractor. All costs of mediation, including the City's attorney's fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation.

7.20 Entirety

This Contract and the attachments affixed hereto are herein incorporated by reference and represent the entire agreement or contract terms between 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.

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

RECOLOGY CLEANSAPES INC.

By
Title PRESIDENT & CEO

CITY OF MAPLE VALLEY

By
City Manager

Approved as to Form:

By
City Attorney

Attachments

- Attachment A: City Service Area
- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Rate Modification Example

Attachment B

	Service Level	Disposal Fee	Collection Fee	Total Service Fee
Monthly	One 32 gallon Garbage Cart	\$ 1.63	\$ 4.99	\$ 6.62
	One 10 gallon Micro-Can	\$ 1.91	\$ 6.49	\$ 8.40
Weekly Residential Curbside Service	One 20 gallon Garbage Cart	\$ 2.94	\$ 7.56	\$ 10.50
	1 32/35 gallon Garbage Cart	\$ 4.70	\$ 9.29	\$ 14.00
	1 45-gallon Garbage Cart	\$ 6.62	\$ 9.94	\$ 16.55
	1 60/64-gallon Garbage Cart	\$ 9.41	\$ 11.59	\$ 21.00
	1 90/96-gallon Garbage Cart	\$ 14.11	\$ 13.88	\$ 28.00
	Additional 32 Gallon Cans (weekly svc)	\$ 4.70	\$ 8.23	\$ 12.94
	Extras (32 gallon equivalent)			\$ 4.61
	Miscellaneous Fees:			
	EoW Compostables service (1st 32 Cart)			\$ 7.16
	EoW Compostables service (1st 64 Cart)			\$ 7.62
	EoW Compostables service (1st 96 Cart)			\$ 8.08
	EoW Compostables service (addtn' 96 Cart)			\$ 6.00
	Yard Debris extra (32 gallon equiv)			\$ 3.00
	Recycling Only (no garbage service)			\$ 5.16
	Return Trip			\$ 7.64
	Carry-out Charge, per 25 ft, per month			\$ 1.06
	Drive-in Charge, per month			\$ 6.60
	Overweight/Oversize container (per p/u)			\$ 3.28
	Redelivery of containers			\$ 10.24
	Cart Cleaning (per cart per event)			\$ 8.27
On-Call Bulky Waste Collection	White Goods, except refrigerators			\$ 20.47
	Refrigerators/Freezers			\$ 30.71
	Sofas, Chairs			\$ 20.47
	Mattresses			\$ 20.47
Weekly Commercial & Multifamily Can and Cart	One 20 gallon Mini-Can	\$ 2.94	\$ 10.53	\$ 13.47
	1 32 gallon Garbage Can/Cart	\$ 4.70	\$ 13.87	\$ 18.57
	2 32-gallon Garbage Can/64 gallon Cart	\$ 9.41	\$ 19.41	\$ 28.82
	3 32 gallon Garbage Can/96 gallon Cart	\$ 14.11	\$ 25.50	\$ 39.61
	Extras (32 gallon equivalent)			\$ 4.61
	Miscellaneous Fees:			
	Weekly Yard Debris/Foodwaste service			\$ 8.28
	Return Trip			\$ 7.64
	Carry-out Charge, per 25 ft, per month			\$ 4.36
	Drive-in Charge, per month (per month)			\$ 6.14

Attachment B

	Gate and/or unlock fee (per month)			\$ 6.14
	Container roll-out, >10 feet (per month)			\$ 3.07
	Overweight/Oversize container (per p/u)			\$ 3.28
	Redelivery of container			\$ 10.24
	Cart Cleaning (per cart per event)			\$ 8.27
Weekly Commercial & Multifamily Detachable Container (compacted)	1 Cubic Yard Container	\$ 113.82	\$ 334.24	\$ 448.06
	1.5 Cubic Yard Container	\$ 170.74	\$ 358.58	\$ 529.31
	2 Cubic Yard Container	\$ 227.65	\$ 382.92	\$ 610.57
	3 Cubic Yard Container	\$ 341.47	\$ 431.77	\$ 773.24
	4 Cubic Yard Container	\$ 455.29	\$ 480.56	\$ 935.85
	6 Cubic Yard Container	\$ 682.94	\$ 719.99	\$ 1,402.93
Commercial and Multifamily Detachable Container (loose)	1 Cubic Yard, 1 pickups/week	\$ 32.52	\$ 52.09	\$ 84.61
	1 Cubic Yard, 2 pickups/week	\$ 65.04	\$ 104.22	\$ 169.27
	1 Cubic Yard, 3 pickups/week	\$ 97.56	\$ 156.34	\$ 253.90
	1 Cubic Yard, 4 pickups/week	\$ 130.08	\$ 208.48	\$ 338.57
	1 Cubic Yard, 5 pickups/week	\$ 162.61	\$ 260.63	\$ 423.24
	1.25/1.5 Cubic Yard, 1 pickups/week	\$ 48.78	\$ 70.80	\$ 119.58
	1.25/1.5 Cubic Yard, 2 pickups/week	\$ 97.56	\$ 141.62	\$ 239.19
	1.25/1.5 Cubic Yard, 3 pickups/week	\$ 146.34	\$ 212.49	\$ 358.83
	1.25/1.5 Cubic Yard, 4 pickups/week	\$ 195.13	\$ 283.30	\$ 478.43
	1.25/1.5 Cubic Yard, 5 pickups/week	\$ 243.91	\$ 354.18	\$ 598.08
	2 Cubic Yard, 1 pickups/week	\$ 65.04	\$ 85.85	\$ 150.89
	2 Cubic Yard, 2 pickups/week	\$ 130.08	\$ 171.75	\$ 301.84
	2 Cubic Yard, 3 pickups/week	\$ 195.13	\$ 257.65	\$ 452.77
	2 Cubic Yard, 4 pickups/week	\$ 260.17	\$ 343.54	\$ 603.71
	2 Cubic Yard, 5 pickups/week	\$ 325.21	\$ 429.44	\$ 754.65
	3 Cubic Yard, 1 pickups/week	\$ 97.56	\$ 125.52	\$ 223.08
	3 Cubic Yard, 2 pickups/week	\$ 195.13	\$ 251.11	\$ 446.23
	3 Cubic Yard, 3 pickups/week	\$ 292.69	\$ 376.67	\$ 669.36
	3 Cubic Yard, 4 pickups/week	\$ 390.25	\$ 502.27	\$ 892.52
	3 Cubic Yard, 5 pickups/week	\$ 487.82	\$ 627.82	\$ 1,115.64
	4 Cubic Yard, 1 pickups/week	\$ 130.08	\$ 161.52	\$ 291.60
	4 Cubic Yard, 2 pickups/week	\$ 260.17	\$ 323.06	\$ 583.23
	4 Cubic Yard, 3 pickups/week	\$ 390.25	\$ 484.64	\$ 874.89
	4 Cubic Yard, 4 pickups/week	\$ 520.34	\$ 646.19	\$ 1,166.53
	4 Cubic Yard, 5 pickups/week	\$ 650.42	\$ 807.78	\$ 1,458.20
	6 Cubic Yard, 1 pickups/week	\$ 195.13	\$ 259.29	\$ 454.42
6 Cubic Yard, 2 pickups/week	\$ 390.25	\$ 518.62	\$ 908.88	
6 Cubic Yard, 3 pickups/week	\$ 585.38	\$ 777.95	\$ 1,363.33	

Attachment B

	6 Cubic Yard, 4 pickups/week	\$ 780.50	\$ 1,037.27	\$ 1,817.78
	6 Cubic Yard, 5 pickups/week	\$ 975.63	\$ 1,296.60	\$ 2,272.23
	8 Cubic Yard, 1 pickup/week	\$ 260.17	\$ 337.22	\$ 597.38
	8 Cubic Yard, 2 pickups/week	\$ 520.34	\$ 674.48	\$ 1,194.81
	8 Cubic Yard, 3 pickups/week	\$ 780.50	\$ 1,011.73	\$ 1,792.23
	8 Cubic Yard, 4 pickups/week	\$ 1,040.67	\$ 1,349.00	\$ 2,389.67
	8 Cubic Yard, 5 pickups/week	\$ 1,300.84	\$ 1,686.26	\$ 2,987.10
	Extra loose cubic yard, per pickup			\$ 12.13
Commercial Drop-box Collection	Service Level	Monthly Rent	Delivery Charge	Haul Charge
	Non-comp 10 cubic yard DB	\$ 71.65	\$ 92.12	\$ 134.72
	Non-comp 15 cubic yard DB	\$ 71.65	\$ 92.12	\$ 149.26
	Non-comp 20 cubic yard DB	\$ 71.65	\$ 92.12	\$ 163.80
	Non-comp 25 cubic yard DB	\$ 71.65	\$ 92.12	\$ 182.80
	Non-comp 30 cubic yard DB	\$ 81.88	\$ 92.12	\$ 201.33
	Non-comp 40 cubic yard DB	\$ 81.88	\$ 92.12	\$ 230.38
	Compacted 10 cubic yard Drop-box		\$ 92.12	\$ 195.51
	Compacted 15 cubic yard Drop-box		\$ 92.12	\$ 224.58
	Compacted 20 cubic yard Drop-box		\$ 92.12	\$ 253.65
	Compacted 25 cubic yard Drop-box		\$ 92.12	\$ 293.81
	Compacted 30 cubic yard Drop-box		\$ 92.12	\$ 332.92
	Compacted 40 cubic yard Drop-box		\$ 92.12	\$ 391.05
Multifamily Drop-box Collection	Service Level	Monthly Rent	Delivery Charge	Haul Charge
	Non-comp 10-15 cubic yard DB	\$ 71.65	\$ 92.12	\$ 133.14
	Non-comp 20 cubic yard DB	\$ 71.65	\$ 92.12	\$ 144.92
	Non-comp 25 cubic yard DB	\$ 71.65	\$ 92.12	\$ 156.70
	Non-comp 30 cubic yard DB	\$ 81.88	\$ 92.12	\$ 189.03
	Non-comp 40 cubic yard DB	\$ 81.88	\$ 92.12	\$ 212.59
	Compacted 10 cubic yard Drop-box		\$ 92.12	\$ 189.59
	Compacted 15 cubic yard Drop-box		\$ 92.12	\$ 213.68
	Compacted 20 cubic yard Drop-box		\$ 92.12	\$ 236.70
	Compacted 25 cubic yard Drop-box		\$ 92.12	\$ 260.27
	Compacted 30 cubic yard Drop-box		\$ 92.12	\$ 305.75
	Compacted 40 cubic yard Drop-box		\$ 92.12	\$ 352.88
	Drop Box Miscellaneous Fees (per occurrence):			
	Return Trip			\$ 10.46
	Roll-out Container over 10 feet (per p/u)			\$ 3.14

Attachment B

	Unlock Container (per p/u)			\$ 1.57
	Gate Opening (per p/u)			\$ 1.57
	Service Level	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	4 Yard detachable container	\$ 30.04	\$ 79.87	\$ 72.06
	6 Yard detachable container	\$ 45.06	\$ 80.57	\$ 113.00
	8 Yard detachable container	\$ 60.09	\$ 81.26	\$ 141.35
	Non-compacted 10 cubic yard Drop-box			\$ 136.98
	Non-compacted 20 cubic yard Drop-box			\$ 136.98
	Non-compacted 30 cubic yard Drop-box			\$ 146.49
	Non-compacted 40 cubic yard Drop-box			\$ 146.49
	Service Level	Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	4 Yard detachable container	\$ 76.77	\$ 3.07	\$ 51.18
	6 Yard detachable container	\$ 76.77	\$ 3.07	\$ 51.18
	8 Yard detachable container	\$ 76.77	\$ 3.07	\$ 51.18
	Non-compacted 10 cubic yard Drop-box	\$ 92.12	\$ 5.12	\$ 71.65
	Non-compacted 20 cubic yard Drop-box	\$ 92.12	\$ 5.12	\$ 71.65
	Non-compacted 30 cubic yard Drop-box	\$ 92.12	\$ 5.12	\$ 81.88
	Non-compacted 40 cubic yard Drop-box	\$ 92.12	\$ 5.12	\$ 81.88
Event Services				Cost/Day
	Set of (3) 96-gal Carts, per event day			\$ 25.59
	Miscellaneous Fees:			Per Event
	Return Trip			\$ 25.59
	Stand-by Time (per minute)			\$ 1.35
	Drop-box turn around charge			\$ 10.24
	Service			Per Hour
Hourly Rates	Rear/Side-load packer + driver			\$ 127.94
	Front-load packer + driver			\$ 127.94
	Drop-box Truck + driver			\$ 127.94
	Additional Labor (per person)			\$ 56.29
Additional Services	Curbside Storm Clean-up	\$ 9,837.50		Per Event
	On-call Snow Plowing	\$95		Per Hour

Attachment C

Recyclable Item	Curb	Call in Handling Instructions	Limitations	Single-Family	Multi-Family	Commercial
Aluminum (Cans, pie "tins", foil, and other aluminum parts.)	X	Place in cart.		X	X	X
Tin cans (All food and beverage tin cans.)	X	Place in cart.		X	X	X
Corrugated Cardboard	X	Flatten boxes. Place in cart or secure (e.g. box or bundle) and set next to cart.		X	X	X
Glass containers (Clear or colored jars and bottles.)	X	Empty, remove lids and place in cart.		X	X	X
Paper (mixed office paper, colored paper, newspaper, magazines, phone books, catalogs)	X	Place in cart.		X	X	X
Paper Containers (paper cups - soda, coffee; paper food cartons - milk, juice, soy, soup)	X	Empty, place in cart.		X	X	X
Plastic Bags & Films (Clean, dry shopping, newspaper, and drycleaning bags.)	X	Place all plastic bags and film inside of one bag and tie to secure.		X	X	X
Plastic Containers (Bottles, cups, jugs, tubs, lids >3", food containers and trays, plant pots and similar.)	X	Empty, place in cart.		X	X	X
Rigid Plastics (5g buckets, PVC pipes, laundry baskets, plastic lawn furniture, Big Wheels, coolers, Nalgene bottles, PVC pipe < 2 feet long.)	X	Cart customers: Place items in cart, or next to cart. One dimension of the object must be < 2 feet. Container customers: Place items in container. Seal uncontaminated oil in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	Cart customers: Call to collect large (i.e., all dimensions are > 2 feet) items.	X	X	X
Motor Oil	X	Wrap tubes in newspaper and secure with tape. Place bulbs in a sealed bag.	LIMIT: 3 gallons per collection	X		
Fluorescent Tubes and Bulbs	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 2 tubes/bulbs per collection. LIMIT: 10 tubes/bulbs per year. Tubes must be no longer than 4ft.	X		
Used Cooking Oil (FOG)	X	Place clean, dry clothing and household textiles in clear plastic bag.	LIMIT: 3 gallons per drop-off or pick-up. LIMIT: 10 gallons per year.	X	Call in only	
Textiles	X	Place rechargeable and non-rechargeable batteries in separate, sealed bags. Set on top of cart.		X	Call in only	
Household Batteries (Alkaline, Sulfon, and rechargeable)	X	Set on top of or next to cart.	LIMIT: 2'X2'X2' or smaller and less than 60lbs	X	Call in only	
Small Appliances (microwave ovens, toaster ovens, irons, etc.)	X	Place in a clear plastic bag. Set on top of or next to cart.	LIMIT: 2'X2'X2' or smaller and less than 60lbs	X	Call in only	
Small Electronics (2'X2' or smaller) (Computer equipment, audio equipment, TVs, cell phones, MP3 players, VCRs and other equipment containing circuit boards)	X	Place in cart or secure (e.g., bundle, box) next to cart.	Limit: Less than 6ft and 65lbs. Less than 5% non-metal components.	X	X	X
Scrap Metal (Any ferrous or non-ferrous scrap metal items (e.g., tins, aluminum lawn chair frames, pipes, fencing, or other.)	X	Place in a clear plastic bag. Weigh down to prevent movement. Call in and set next to cart on specified day.	NO packing peanuts.	X	Call in only	
Styrofoam Blocks	X	Call to request special free pick-up		Call in only	Call in only	
Car Seats	X	Call to request special free pick-up		Call in only	Call in only	
Bicycles & Bike Parts	X	Place in boxes and deliver to store. **CS will provide a 4yd dumpster to each Maple Valley School once per year upon request.		X	X	
Hard-Cover Books	X	Cylinders must be empty. Place in box next to cart. DO NOT place cylinders in cart.	Only cylinders, no tanks.	X	Call in only	
Small Propane Cylinders	X	On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Attachment B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request. Call to request special container (2 to 40yd). Tonnage and haul fees apply.	Limit 3'X3'X3' and no more than 65 pounds. Any subsequent bulky item pickups will be charged per Attachment B	X	Call in only	X
Bulky Items (Refrigerators, freezers, washer/dryer, water heater, stove/range, range hoods, sofas, chairs, other furniture, mattresses, and large (i.e., greater than 3'X3'X3') electronics and TVs.)	X			X		
Construction & Demolition Debris (Wood waste, dry wall, concrete, brick, roofing, carpet, etc. Complete list in proposal.)	X			X	X	X

Attachment D

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:

$$NCC = PCC \times [1 + (((nCPI - oCPI) / oCPI) \times 0.80)]$$

- 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 2015.

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; 0.015 used for this example).

For example, using an initial one 35-gallon cart rate of \$14.00 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$120 to \$140 per ton starting on January 1, 2016, the old disposal component is \$4.70, and the State Excise Tax rate is 0.015, the January 2016 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$9.29 \times \left[1 + \frac{(144.3-143.2)}{(143.2)} \times 0.80 \right] = \$9.35$$

$$\text{New Disposal Component} = [\$4.70 \times (140/120)] \text{ plus excise tax adjustment of } \$0.01 = \$5.49$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$9.35 plus \$5.49, equaling \$14.84.

Franchise Fee Adjustment

The Collection Fee Component of the rates shown in Attachment B include an embedded 2.3 % Franchise Fee at the start of the Contract. The retail rates (“Total Service Fee” on Attachment B) include the contractor’s disposal fee component and the combined contractor service component + the City’s Franchise Fee, calculated as follows:

$$\text{Retail Rate} = \text{DC} + \text{CC} + \text{Franchise Fee} + \text{excise tax on Franchise Fee}$$

$$\text{Franchise Fee} = (\text{DC} + \text{CC}) \times 0.023$$

$$\text{Business and Occupation (B\&O) Tax Adjustment} = \text{Franchise Fee} \times 0.015$$

Where:

DC = Disposal Component retained by the Contractor

CC= Collection Component retained by the Contractor

Example (60/64 Gallon Residential Cart rate during first year of contract):

$$\text{Retail Rate} = \$9.41 + \$11.11 + ((9.41+11.11) \times 0.023) + (((9.41+11.11) \times 0.023) \times 0.015)$$

Thus the initial Retail Rate indicated in Attachment B is \$20.52 plus the Franchise fee of \$0.47 plus excise tax on the Franchise fee of \$0.01 totaling \$21.00.

In the event the City Franchise Fee is adjusted, the Franchise Fee portion of the Contractor's Collection Fee Component shall be adjusted upward or downward to reflect the changed percentage and associated excise tax in a manner that retains the Contractor's Collection Fee Component compensation to ensure that the Contractor remains whole.