

Comprehensive Garbage, Recyclables, and Compostables Collection Contract



**City of Sammamish
And
Rabanco Ltd., dba Republic Services of Bellevue**

January 1, 2017 – December 31, 2025

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Collection Contract
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This Comprehensive Garbage, Recyclables, and Compostables Collection Contract ("Contract") is entered into by and between the City of Sammamish, a municipal corporation of the State of Washington ("City"), and Rabanco Ltd., dba Republic Services of Bellevue ("Contractor"), to provide for the collection of Garbage, Recyclables, and Compostables 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 Compostables 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 Compostables Collection Contract (hereafter, "Contract") is made and entered into this 19th day of January, 2016 (hereafter the "Date of Execution"), by and between the City of Sammamish, a municipal corporation (hereafter, the "City"), and Rabanco Ltd., dba Republic Services of Bellevue, a Washington corporation (hereafter, the "Contractor").

DEFINITIONS

Administrative Fee: The term “Administrative Fee” means a City-defined percentage fee 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.

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, stumps, or items that cannot be safely lifted by two collection employees onto a collection vehicle.

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 Compostables. Carts shall be rodent and insect resistant and kept in sanitary condition by the Contractor at all times.

Change of Control: The term “Change of Control” means any single transaction or series of related transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity, or by an affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest 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, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

City: The word “City” means the City of Sammamish, King County Washington. As used in the Contract, use of the term “City” may include reference to the Mayor, 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 Rabanco Ltd., dba Republic Services of Bellevue, which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Compostables.

Container: The word “Container” means any Micro-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, and shall include both loose and compacting Containers.

County: The word “County” means King County, 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 (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer 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 January 1, 2017, 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.

Excluded Materials: Means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste materials.

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 plastic bag or Garbage can. In the case of Containers for Garbage 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 Compostables collection program may be changed from time to time upon mutual agreement of the parties to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

Garbage: The word “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, cold bagged 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 for personal use can be included in the definition of Garbage, provided that they are placed within a sealed secure container and in conformance with current Health District sharps

management policy and as agreed upon by the City and the Contractor. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Compostables.

Garbage Can: The term “Garbage Can” means a Container that is a water-tight, rodent and insect resistant galvanized sheet-metal or plastic container kept in a usable, safe and sanitary condition by their owners at all times that does not exceed 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.

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 functional elements owned, leased, or controlled by King County, Washington (per the City’s Solid Waste Interlocal Agreement with King County) 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.

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

Office Hours: The term “Office Hours” means the period 7:00 am to 6:00 pm, Pacific Standard Time.

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.

Compostables: The word “Compostables” 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.

Putrescible Waste: The term “Putrescible Waste” means Garbage that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to be capable of attracting or providing food for animals, including but not limited to food waste, used diapers and pet waste.

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 as being part of a Residential or Commercial Recycling collection program, as listed in Attachment C.

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

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.

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, branches and clippings of woody, as well as fleshy plants and trees. Materials larger than four (4) inches in diameter, 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.

1. TERM OF CONTRACT

The term of this Contract is nine years, starting on the Date of Commencement of Service and ending on December 31, 2025.

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 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, at any time contain or will 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.

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

Any areas annexed into the City during the term of this Contract shall be addressed outside of this Contract through separate franchise or other arrangement. Unless the Contractor is providing solid waste collection service within the annexed area under a permit from the WUTC at the time of annexation, the City shall have no obligation to offer such annexed areas to be served by the Contractor nor shall the Contractor have an obligation to service such areas. If the Contractor is providing solid waste collection service within the annexed area under a permit from the WUTC at the time of annexation, then RCW 35.13.280 shall govern the respective rights and obligations of the parties with respect to solid waste collection service.

Any area annexed into the City prior to the term of this Contract shall be subject to the terms and conditions of the controlling franchise applicable to that annexation area at the time of annexation. When the controlling franchise's term for each individual annexation area expires, that annexation area shall then be provided service under the authority, terms and conditions of this Contract. The City and Contractor mutually agree and acknowledge that the service area associated with the Klahanie annexation dated January 1, 2016 shall not be brought under the authority, terms and conditions of this Contract except by mutual agreement between the City and 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 to be used only for requested service on 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 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 Contractor collections within the city shall be made between the hours of 7:00 a.m. and 6:00 p.m. on the consistent weekday, unless the City authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with make-up collections, and holiday, inclement weather schedules and Commercial Customer preferences.

3.1.5 Employee Conduct

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

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 promptly investigate 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. In that event, the Contractor shall immediately remove that person from further performance of work under this Contract.

3.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers lacking the ability to place containers at the Curb, at no additional charge. To be eligible for this service, there shall be no other person capable of setting out Containers living or residing at the Residence of the Customer applying for this service.

3.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (typically New Year's Day, Thanksgiving Day, and Christmas Day). When those 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 Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling shall be included in written program materials, on the Contractor's web site, and via press releases to general news media in the Sammamish area by the Contractor the week prior to the holiday affecting service.

3.1.8 Inclement Weather

The Contractor shall monitor winter weather conditions and shall take all reasonable measures to minimize Customer inconvenience. Those measures may include, but are not limited to, pre-placing equipment at a City-provided site the night before a potential inclement weather incident to limit arterial access problems on hills.

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 collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone, text or e-mail of the areas not to be served by 6:00 a.m. on the same business day. 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 when collections are finished for that 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 Compostables from Customers with interrupted service on the following day (Monday, in the case of missed Friday collections). 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 the local newspapers and radio stations (including Sammamish area daily 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 defined 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. In addition, the Contractor shall credit Customers for the non-disposal component of the missed services.

3.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to repeated damage to Contractor-provided containers, repeated suspect claims of timely 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 problem Customers. However, the Contractor may deny or discontinue service to a problem 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 whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

This section shall not apply to delinquent accounts.

3.1.10 Missed Collections

If Garbage, Recyclables, or Compostables 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 Compostables 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 next business day. 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 Compostables collection shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. The collection of Garbage, Recyclables, and Compostables from 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 all Source-separated Recyclables collected and compost all Source-separated Compostables collected, unless express prior written permission is provided by the City. The City's goal is to maintain a contamination level of no greater than ten percent (10%) by volume for collected Recyclables and no greater than three percent (3%) by volume for collected Compostables. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable or Compostable materials being misdirected to a market or disposal where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise Recyclable or Compostable materials destined for disposal; and

- Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials do not cross-contaminate other separated Recyclable materials that are incompatible for the intended market consumer, rendering materials non-recyclable.

The City and Contractor agree that the Contractor is being fully compensated to recycle or compost materials to the highest level possible in keeping with specifications of market consumers. To this end, maximum cost-effective recovery is a primary objective, rather than minimizing the Contractor's costs for recycling or composting processing. To support this effort, the Contractor shall maintain a quality assurance program to ensure that collected materials from Residential sources are as clean as reasonably possible and that Customers are continually educated and provided feedback by the Contractor on the quality of their Recyclables and Compostables set out for collection..

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 Compostables shall be collected from each Single-family Residence no later than ninety (90) days prior to the Date of Commencement of Service. Likewise, the Contractor shall indicate, on maps acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and Compostables from each Multifamily Complex and Commercial Customer.

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. Upon City approval, 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 from the City written approval of a collection day change prior to Contractor's notification of the Multifamily Complex customer or Commercial Customer, and of the form of any notice of such change to be given to affected Multifamily Complex or Commercial Customers, which approval the City shall not unreasonably withhold or delay. 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 model year 2012 or later natural gas collection vehicles, provided that primary fleet collection vehicles used in the performance of this contract shall be no greater than ten years old, based on model year. Back-up vehicles used fewer than thirty (30) operating days per calendar year may be older, 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 Compostables collection shall have a switchable placard that clearly indicates that they are Compostables 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 Compostables 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 cleaned up or removed within three (3) hours of 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 drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion 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 [number]” with a local direct number provided to the Contractor’s operations staff. 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, and drivers shall use, 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 Compostables 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 Extra Units, 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.

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 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.

3.1.15.1 Garbage, Recyclables, and Compostables Carts

The City assigns its ownership rights and interest in the previous contractor’s in-place Cart inventory to the Contractor. For the purposes of this Contract, these in-place Carts distributed by the previous contractor shall be maintained to Contract standards, with the exception that Carts placed in service by the previous contractors shall be considered Contract compliant, even if they are a different color than required by the City for new Containers.

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 Compostables Carts for the respective level of Recyclables or Compostables collection. Carts used under the City's previous contracts and assigned to the Contractor may vary in size and those Carts 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.

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 Compostables) 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, based on 10-year straight-line depreciation, 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 equipped with a tight-fitting screened or solid cover operated by a winch in good repair. 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.

As between the Contractor and the City, all 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

At the end of the Contract term or in the event the Contract is terminated for any reason, 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. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercise of its 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

Contractor-provided Containers used for the collection of Garbage, Recyclables and Compostables shall be specified in writing by the City no later than one hundred and eighty days prior to the Date of Commencement of Service, and shall apply only to new Containers delivered to Customers, not Containers placed at Customer locations under the City's previous collection contract.

All Garbage Carts, Recycling Carts, and Compostables 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.

The Contractor shall re-label all existing Carts assigned to the Contractor by the City from the previous contractor with City-approved and Contractor-provided labels no later than March 31, 2017. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors.

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 five (5) years or upon Customer or the City's request for any particular Container. The City may waive the five-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers. Labels and molded or screened information on all other Containers shall be replaced by the Contractor when faded, damaged, or upon City or Customer request.

Newly distributed Contractor-provided Containers provided under this Contract shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name.

3.1.15.5 Container Weights

The Contractor may charge an overweight fee for Micro-cans or Garbage Carts exceeding two (2) pounds per gallon of Container capacity and Garbage Cans exceeding fifty-five (55) pounds, 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 Compostables 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 Compostables 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.

3.1.15.6 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers upon service cancellation within seven (7) days of the final paid collection service date or upon three (3) days of specific Customer, property manager, property owner, or City request. The contents of Containers removed after a Customer's final paid collection service shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables 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.

3.1.15.7 Container Placement

The Contractor shall provide Container placement direction to Customers in educational and promotional materials to minimize the blocking of driveways and sidewalks in such a way that might hinder or block pedestrians.

The Contractor shall collect from areas mutually agreed upon by the Contractor and 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.

3.1.16 Inventory of Vehicles and Facilities

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 cleaned up or removed by the Contractor at its sole expense. The Contractor shall provide initial notification to the City within four hours, document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City within one business day of the initial incident. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1. The Contractor expressly acknowledges that it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any Contractor-supplied Container observed by the Contractor, Customer or City to be leaking shall be replaced by the Contractor within one business day of the Contractor's observation, Customer request or notification from the City. In the event that leakage from Customer-owned Containers or Containers leased from third parties is observed by the Contractor, the Contractor shall immediately inform the City and Customer of the leakage.

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 and the City each 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. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

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 Compostables 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 associated with services performed under this Contract, 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 cover 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 one week 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 temporary Drop-box Containers or 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 one week following the initiation of the disruption.

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. 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 Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in City-approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

The Contractor shall provide a Customer credit for all service missed equal to the Customers' regular rate minus the disposal component on the Customer's next regular invoice and shall proactively inform Customers of this policy in Contractor communications to Customers.

The City and Contractor agree that the following special City compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay the City monthly by the tenth day of the following month:

1. An amount equal to the Administrative Fee reduction due to the Customer credits for reduction in service so that the City does not experience any Administrative Fee revenue loss due to those Customer credits.
2. An additional City cost reimbursement amount of one thousand dollars (\$1,000.) for each day of Labor Disruption to reimburse City staffing and other costs for managing the impacts of the Labor Disruption;

3. A performance fee of two thousand dollars (\$2,000.) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
4. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
5. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

The performance fees listed as 2 through 5, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees or otherwise is not provided by the Contractor. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees or otherwise at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the daily performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Customers receiving substantially equivalent service on that day. 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 these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan 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.

Fees paid by the Contractor under the terms of this Section 3.1.20 are not regular performance fees 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 Compostables 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 site plans to ensure that those designs and plans incorporate:

- Garbage, Recyclables, and Compostables 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.

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 repair or replace the same or pay the City for repairs. 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 promptly, 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 ninety (90) 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 Compostables (including Yard Debris) collection workers who serviced City of Sammamish routes for the previous hauler(s) at the time that the previous collections contract(s) expired and 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 Teamsters 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 payment 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 Performance Review

The City may, at its option, conduct a review of the Contractor's performance under this Contract. If conducted, the 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. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) days of completion. 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. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the service failure or proceed with the contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.

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.

The City may, at its option, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. The City shall bear the costs of staff, City-retained consultants and performance incentives (if used) and the Contractor shall bear the costs of staff and route costs to perform the monitoring.

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 City offices, at the City's option, on an every-other-weekly basis during the first six months of the contract and monthly or as requested by the City 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 equipment, processing facilities, route and Customer service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal Office Hours and shall be supervised by the Contractor's staff.

3.1.27 Collection/Disposal Restrictions

All Garbage collected under this Contract, as well as residues from processing Garbage, Recyclables and Compostables, shall be delivered to the King County Disposal System to the extent necessary for City to comply with its Interlocal Agreement with King County, unless otherwise directed in writing by the City..

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected 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.

Title to and liability for any Hazardous Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews (including but not limited to any household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and radioactive material) and that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Hazardous Waste or any such other materials is received.

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 Emergency Response

The Contractor shall provide the City with the use of the Contractor's reasonable available 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.

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

Sunken can service, where a Customer maintains a below-grade vault to hold their Container of any size, is prohibited under this Contract. On Customer request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Cart with no Putrescible Wastes. Customers subscribing at this service level will continue to receive regularly scheduled Curbside Recycling and Compostables 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 two business days 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.

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.

The Contractor shall advise Customers on appropriate strategies for addressing wildlife problems, including providing information on Customer behavioral changes, additional containerization, appropriate set-out times and locations and, when necessary, shall provide enhanced carts at no additional cost to resolve particular problems with small wildlife. The Contractor shall also offer bear-resistant Carts to requesting Customers at the additional rental and service fee detailed in Attachment B.

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. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, 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 newly-distributed Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 64

or 32-gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart. In-place Carts assigned to the Contractor from the previous contractor may vary in size, however, Customers may request a smaller or larger Cart regardless of the Cart size originally provided to the Customer.

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 weekly on the same day as each household's Garbage and Compostables 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.

3.2.3 Single-family Residence Compostables Collection

3.2.3.1 Subject Materials

Acceptable Compostables contained in the Customer's initial Compostables Cart shall be collected at no additional charge from all Garbage Customers. Contaminated or oversized Compostables 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 Compostables Carts to Customers as part of the service at no additional charge. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Compostables Carts on request to those Single-family Residence Customers requiring less capacity than provided by the default Compostables Cart. Compostables Carts shall be delivered by the Contractor to all Customers within seven (7) days of the Customer's initial request or signing up for Garbage service. In-place Carts assigned to the Contractor from the previous contractor may vary in size, however, Customers may request a smaller or larger Cart regardless of the Cart size originally provided to the Customer.

Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft paper bags 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."

3.2.3.3 Specific Collection Requirements

Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all subscribing Customers. Collections shall be made from 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 Compostables each week from participating Customers. Compostables 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 Compostables 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 Compostables without extra charge.

The Contractor shall provide annual holiday tree collection during the first two regular collection days in January at no additional charge for all Single-family and Multifamily Customers. Clean uncontaminated (e.g. no tinsel) trees up to six feet in length shall be collected without further preparation. The Contractor may require Customers to cut longer trees in half or as needed to meet processor requirements.

Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial Compostables 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 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.

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.

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..

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 with hard-to-access Containers that require the Contractor to wait for Customer Container relocation or specialized Contractor equipment to relocate Containers for dumping may charge those Customers additional access and/or hourly fees consistent with Attachment B.

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 may deny a Customer collection if Excluded Materials or other materials that do not conform to the definition of Recyclables or do not meet Specifications are placed in a Container.

3.2.6 Multifamily Complex and Commercial Customer Compostables Collection

The Contractor shall provide Cart-based Compostables 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 Compostables from any requesting Multifamily Complex or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Contaminated or oversized Compostables 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. Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer's initial request.

3.2.6.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Compostables 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.

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.

3.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of 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. Drop-box Containers shall be delivered to Customers within one business day of their initial request.

The Contractor may charge additional time or mileage only upon the Customer's prior approval and only when the Customer directs material to a facility other than the closest King County disposal facility. For example, Garbage that contains materials that are not accepted at King County transfer stations, but are

still subject to County flow control direction to a designated or licensed facility other than the closest transfer station. In that case, the Contractor shall inform the Customer of the additional charges to transport the material to the proper 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 Compostables. No additional fees other than those included in Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables 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 Compostables service.

3.2.9 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Compostables 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 Compostables at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Compostables diversion is achieved.

The Contractor shall provide special event services as a bundle, with each event provided collection of Garbage, Recyclables, and Compostables. 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 and Recyclables and Compostables collection with the same collection frequency as provided to Single-family Residential Customers to the following City-owned municipal facilities as a part of this Agreement and at no additional charge:

FACILITY	ADDRESS
City Hall	801 228 th Avenue SE

Beaver Lake Lodge	25201 SE 24 th Street
Beaver Lake Park	2526 244 th Avenue SE
Beaver Lake Shop	25005 SE 24 th Street
East Sammamish Park (ESP)	21300 NE 16 th Street
Maintenance & Operations Center	1801 244 th Ave NE
Pine Lake Park	2405 228 th Ave SE
Sammamish Community & Aquatic Center	831 228 th Ave SE

The City may add facilities and parks in addition to those listed above, provided that no more than one additional facility or park may be added per year without additional compensation to the Contractor.

In cases in which Garbage, Recyclables or Compostables is generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Attachment B. For example, the City would pay Contractor for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations otherwise will 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 and clean-ups at no charge to the City or users. Container capacity shall be coordinated with City or 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:

- **Neighborhood and Code Enforcement Clean-up Support:** In areas designated by the City, Contractor shall support clean-up events and storm clean-up with up to 6 (six) 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/composting/recycling and other fees.
- **Contractor Community Support:** The Contractor shall provide no less than twenty thousand dollars (\$20,000.) of services annually to the Sammamish community, including but not limited to sponsorships, collection services, support to community organizations, scholarships or other community-support activities. The Contractor shall include a summary of community support activities in its annual report, including date of service or payment, organization name and organizational contact.

- **Collection at Special Events:** Contractor shall provide without charge, Garbage, Recycling and Compostables Containers and collection during the following events:
 - Fourth on the Plateau
 - Sammamish Days
 - Very Merry Sammamish
 - Concerts in the Park

At any time during the term of this Contract, the City may add or delete from the City-Sponsored Special Events in addition to those listed above, provided that if the number of Special Events exceeds five (5) events every year, the Contractor may receive additional compensation for those additional events in an amount to be negotiated with the City. 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 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.

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.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a minimum of one (1) Customer service number specifically set up to handle calls from Sammamish Customers only. The Contractor's call center shall be open during Office Hours, excluding the holidays described in Section 3.1.7. 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. 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 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 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 promptly answer and handle complaints and service. 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.

The Contractor shall also have designated operations and service experts that are knowledgeable and able to take action on issues for each of the service sectors, including but not limited to: Single-family Residences; Multifamily Complexes; Commercial Customers; and Customer and billing. Whomever the Contractor identifies for each of the roles described in this section shall be immediately accessible by City staff to address emerging problems as needed, and shall return City messages (telephone, text or e-mail) within four (4) hours of the City's leaving or sending a message.

Should the Contractor 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 thirty (30) 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 thirty (30) 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 in up to 3 languages, other than English, to be identified by the City. 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 Compostables 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 Compostables 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 Compostables preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have 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 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 shall be billed pro-rata for actual services received.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;

- Generating bills printed double-sided, on a minimum of thirty percent (30%) 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 automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any automated Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts for specific Customer sectors, subject to reimbursement from the City if additional postage costs apply;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, properly subscribe and de-subscribe "take no extra" flagged Customers 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 upon request. 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.

3.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be reasonably 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, Compostables, 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, average hold time, total number of abandoned calls, abandonment rate, 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 Compostables, 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 and a description of the methodology used to determine contamination or residual levels (e.g. sample loads from an individual route truck, aggregate samples from all loads delivered to a facility, etc.).
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.

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 summary of community support activities, including date of service or payment, value of contribution, organization name and organizational contact.
3. 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 Compostables collection programs.
4. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
5. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
6. 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.
7. 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.
8. A list of Multifamily Complexes eligible for Recycling and Compostables 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 Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
9. 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.
10. 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).
11. A log of plans reviewed per Section 3.1.21

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; provided that such reports do not require the Contractor in the aggregate to expend more than fifty (50) staff hours per year to complete. 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 such format and with such software compatibility as reasonably may be specified by City.

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 and approval 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 Compostables 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 January 2018, 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 offering to perform 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 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, 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.

In event that a Customer places Excluded Materials or Unacceptable Materials in a Container and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by the City. Actual costs shall include additional transportation, handling and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

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, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs.

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 contract fees shall not be itemized separately on Customer invoices.

All Recyclables collection costs and revenues shall be included in the Garbage collection rates for all Customers and are included in the Customer rates listed in Attachment B.

Charges for excess Garbage or Compostables, Multifamily Complex and Commercial Compostables 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 charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component.

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.

If the City implements an Administrative Fee, the Contractor shall pay to the City an Administrative Fee on or before the fifteenth (15th) day of each month during the term of this Contract, starting on February 15, 2017. The Administrative Fee shall be based on the gross revenues received by the Contractor from Customers under this Agreement since the last Administrative Fee payment (or start of the Contract in the case of the initial Administrative Fee payment), excluding Drop-box disposal fees. The Contractor's obligations to pay the Administrative 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, may include the Administrative Fee and Customers shall not be separately charged an itemized Administrative Fee.

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 Administrative Fee percentage rate may be implemented, eliminated, or changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 4.3.1. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2016), 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 one hundred percent (100%) 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 charge for 2018 will be based on the CPI for the twelve (12) month period ending June 30, 2017.

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

Rates shall be adjusted annually, beginning January 1, 2018. 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, 2017. 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, 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 bid 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 Compostables Processing Sites

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal, including full disclosure of relevant cost impacts, for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The Contractor's rates pursuant to this Contract in such a case shall be adjusted so as to pass through any resulting additional costs incurred by or savings to the Contractor. The City and Contractor agree to negotiate in good faith and to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is unable to find a processing site for all collected Compostables, 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 Compostables, 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 Compostables or the site that was originally used for processing Compostables 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

Except as otherwise expressly provided for by this Contract, Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees other than directed by the City subject to 4.3.3, 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 or fees 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 and the Contractor's Customers shall receive the benefit of fifty percent (50%) 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 shall take such other steps as are reasonably feasible and appropriate to protect the confidential nature of Contractor's documents.

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 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 promptly clean-up or collect leaked or spilled materials after notification by the City.	Twice the cost of cleanup to the City or King County, plus five hundred dollars (\$500) per incident.
4	Repeated leakage or spillage from Contractor vehicles or of vehicle contents after City notification to the Contractor of the problem.	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 one thousand dollars (\$1,000) 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.	One thousand dollars (\$1,000) per block segment if collection is not performed by the following day.
8	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
9	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
10	Failure to deliver Garbage, Recyclables or Compostables 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.
11	Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per incident.
12	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
13	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.
14	Collection of Recyclables, Yard Debris, or Compostables in a vehicle designated for Garbage collection without the express written permission of the City.	Five thousand dollars (\$5,000) per vehicle, per incident, with no maximum.
15	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 all service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
16	Failure to deliver Garbage, Recycling and Compostables 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.

	Action or Omission	Performance fees
17	Failure to include City authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables 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.
18	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.
19	Inability to reach the Contractor's staff via the emergency telephone number.	Five hundred dollars (\$500) per incident.
20	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 five hundred dollars (\$500) per incident.
21	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
22	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, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. 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 the Contract should, including but not limited to, any of the following occur:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract for reasons other than a labor disruption addressed in Section 3.1.20;
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;

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 Manager
City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

To Contractor: General Manager
Republic Services of Bellevue
1600 127th Ave NE
Bellevue, WA 98005

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 Compostables placed in designated Containers and set out in the regular collection locations within the City Service Area. 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 Compostables 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 Compostables 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 Compostables once these materials are placed in Contractor-provided or City-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Compostables 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 twenty thousand dollars (\$20,000) during any consecutive six (6) month period.
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 3.1.20.
8. The Contractor fails to correct performance failures identified through the City's performance review in a timely manner pursuant to Section 3.1.25.

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 Compostables 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.

7.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that, upon reasonable notice, shall be available 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, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 4.4.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within ten (10) 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 insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

7.3.1 Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Pollution liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Public Entity shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy

precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed. The Public Entity shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

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, and a five million dollars (\$5,000,000) general aggregate.
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

The Contractor is responsible for payment of any liability deductible.

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.

The coverage shall state that the Contractor's 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.

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

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 Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement 20 26 07 04.

7.3.7 ACORD Form

The Contractor shall provide the City an "ACORD" form of Certificate of Insurance upon request and it must include the following:

"Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance within 48 hours upon receipt of insurer's notification to that effect to the City of Sammamish, by certified mail."

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 one million dollars (\$1,000,000). 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

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7.6 Confidentiality of Information

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

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor in writing 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 such notification within which to seek a court order prohibiting the release of the records. The City assumes no contractual obligation to enforce any exemption. Nevertheless, if the Contractor within such 10-day period initiates action for a court order prohibiting the release of any records, the City agrees to await a determination with respect to the matter before releasing the applicable records.

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. The requirements of this section shall not apply to the grant of a general security interest in the Contractor’s assets to secure the Contractor’s obligations under any loan or credit facility entered into by the Contractor or the Contractor’s parent.

7.7.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract any of the services provided under this Contract that directly affect Customers 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 wishes to change the trade name under which it does business within the City Service Area, the Contractor shall designate to the City the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, 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 trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. 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 material violation of the provisions of this section shall be grounds for termination or suspension of the Contract by the City, and may result in the Contractor's 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 an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on the day and at the time the order for relief is entered.

7.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. 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.

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

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 RFB

The Contractor’s bid submittal, dated October 27, 2015, submitted in response to the City’s Request for Bids, 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 bid and all associated clarifications and supplemental bid materials. In the case of conflict between the Contractor’s bid 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.

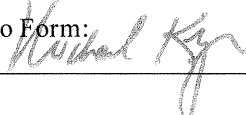
WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

**RABANCO LTD.
dba REPUBLIC SERVICES OF BELLEVUE**

By 
Michael Huycke

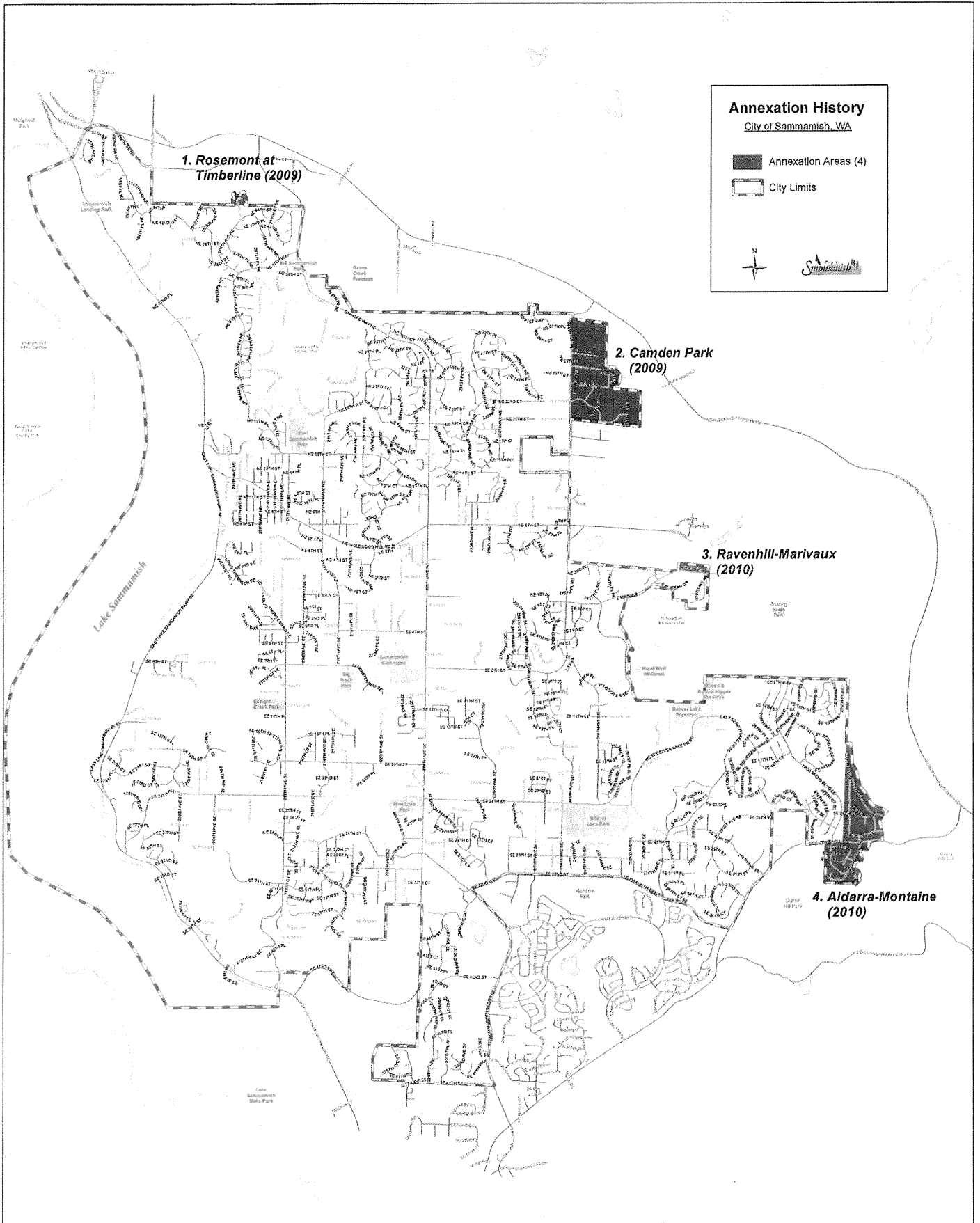
CITY OF SAMMAMISH

By 
Ben Yazici, 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

Contract Attachment B
Monthly Rates Unless Otherwise Specified

Monthly	Service Level	Pounds Per Container	Disposal Fee	Collection Fee	Total Base Bid	Alternative #3	Alternative #4	Alternative #5	Total w/out City Fee
	One 32 gallon Garbage Cart	23.00	\$ 1.38	\$ 16.71	\$ 18.09	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 24.75
	One 10 gallon Micro-Can	8.00	\$ 2.08	\$ 17.00	\$ 19.08	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 25.74
	One 20-gallon Garbage Cart	12.50	\$ 3.25	\$ 17.66	\$ 20.91	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 27.57
	1 32/35-gallon Garbage Cart	19.00	\$ 4.94	\$ 19.75	\$ 24.69	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 31.35
	1 45-gallon Garbage Cart	25.00	\$ 6.50	\$ 21.50	\$ 28.00	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 34.66
	1 60/64-gallon Garbage Cart	33.00	\$ 8.59	\$ 24.09	\$ 32.68	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 39.34
	1 90/96-gallon Garbage Cart	44.00	\$ 11.45	\$ 28.39	\$ 39.84	\$ 6.30	\$ 0.47	\$ (0.11)	\$ 46.50
	Additional 32 Gallon Cans (weekly svc)	19.00	\$ 4.94	\$ 7.06	\$ 12.00				\$ 12.00
	Extras (32 gallon equivalent)	23.00	\$ 1.38	\$ 2.62	\$ 4.00				\$ 4.00
	Miscellaneous Fees:								
	Recycling Only (no garbage service)				\$ 9.50				\$ 9.50
	Subscription Compostables Service (default 96-gal Cart)				\$ 8.00	\$ (8.00)			\$ -
	60/64-gallon Compostables Service - cart				\$ 8.00	\$ (8.00)			\$ -
	32/35-gallon Compostables Service - cart				\$ 8.00	\$ (8.00)			\$ -
	20-gallon Compostables Service - cart				\$ 7.00	\$ (7.00)			\$ -
	10-gallon Compostables Service - manual container				\$ 7.50	\$ (7.50)			\$ -
	Extra Yard Debris (32 gallon bag/bundle/can)				\$ 3.00				\$ 3.00
	2nd and Additional 96-Gallon Yard Waste Cart				\$ 6.00				\$ 6.00
	Bear-resistant Cart - Additional Monthly Rental				\$ 5.00				\$ 5.00
	Bear-resistant Cart - Additional Monthly Service Surcharge				\$ 5.00				\$ 5.00
	Return Trip				\$ 6.00				\$ 6.00
	Roll-out Charge, per 25 ft, per cart, per time				\$ 3.00				\$ 3.00
	Drive-in Charge, per month				\$ 6.00				\$ 6.00
	Overweight/Oversize container (per p/u)				\$ 3.00				\$ 3.00
	Redelivery of one or more containers				\$ 10.00				\$ 10.00
	Cart Cleaning (per cart per cleaning)				\$ 10.00				\$ 10.00
	Sunken Can Surcharge per month, Roll-out fee also applies				\$ 7.50				\$ 7.50
	Non-CFC Containing Large Appliances ("white goods"), per item				\$ 20.00				\$ 20.00
	Refrigerators/Freezers/Air Conditioners per item				\$ 30.00				\$ 30.00
	Sofas, Chairs, per item				\$ 20.00				\$ 20.00
	Mattresses, Boxsprings, per item				\$ 20.00				\$ 20.00
	One 20-gallon garbage Cart	\$ 13.75	\$ 3.58	\$ 22.66	\$ 26.24				\$ 26.24
	1 32/35-gallon Garbage Cart	20.90	\$ 5.44	\$ 24.75	\$ 30.18				\$ 30.18
	1 45-gallon Garbage Cart	27.50	\$ 7.15	\$ 26.50	\$ 33.65				\$ 33.65
	1 60/64-gallon Garbage Cart	36.30	\$ 9.44	\$ 29.09	\$ 38.54				\$ 38.54

**Contract Attachment B
Monthly Rates Unless Otherwise Specified**

	1 90/96-gallon Garbage Cart	48.40	\$	12.59	\$	33.39	\$	45.98	\$	45.98
	Extras (32-gallon equivalent)	23.00	\$	5.98	\$	2.62	\$	4.00	\$	4.00
	Ancillary Fees:									
	Weekly 64-gal Cart Yard Debris/Foodwaste service							\$ 15.35		\$ 15.35
	Return Trip							\$ 6.00		\$ 6.00
	Roll-out Charge, per addin' 25 ft. per cart, per p/u							\$ 1.50		\$ 1.50
	Redelivery of containers							\$ 10.00		\$ 10.00
	Cart Cleaning (per cart per cleaning)							\$ 10.00		\$ 10.00
Weekly	1 Cubic Yard Container	378	\$	98.34	\$	195.00	\$	293.34	\$	293.34
Commercial	1.5 Cubic Yard Container	567	\$	147.52	\$	210.00	\$	357.52	\$	357.52
Detachable	2 Cubic Yard Container	756	\$	196.69	\$	225.00	\$	421.69	\$	421.69
Container	3 Cubic Yard Container	1,134	\$	295.03	\$	240.00	\$	535.03	\$	535.03
(compacted)	4 Cubic Yard Container	1,512	\$	393.37	\$	255.00	\$	648.37	\$	648.37
	6 Cubic Yard Container	2,268	\$	590.06	\$	285.00	\$	875.06	\$	875.06
Commercial	1 Cubic Yard, 1 pickup/week	108	\$	28.10	\$	105.00	\$	133.10	\$	133.10
Detachable	1 Cubic Yard, 2 pickups/week	108	\$	56.20	\$	199.50	\$	255.70	\$	255.70
Container	1 Cubic Yard, 3 pickups/week	108	\$	84.29	\$	294.00	\$	378.29	\$	378.29
(loose)	1 Cubic Yard, 4 pickups/week	108	\$	112.39	\$	388.50	\$	500.89	\$	500.89
	1 Cubic Yard, 5 pickups/week	108	\$	140.49	\$	483.00	\$	623.49	\$	623.49
	1.5 Cubic Yard, 1 pickup/week	162	\$	42.15	\$	120.00	\$	162.15	\$	162.15
	1.5 Cubic Yard, 2 pickups/week	162	\$	84.29	\$	228.00	\$	312.29	\$	312.29
	1.5 Cubic Yard, 3 pickups/week	162	\$	126.44	\$	336.00	\$	462.44	\$	462.44
	1.5 Cubic Yard, 4 pickups/week	162	\$	168.59	\$	444.00	\$	612.59	\$	612.59
	1.5 Cubic Yard, 5 pickups/week	162	\$	210.74	\$	552.00	\$	762.74	\$	762.74
	2 Cubic Yard, 1 pickups/week	216	\$	56.20	\$	135.00	\$	191.20	\$	191.20
	2 Cubic Yard, 2 pickups/week	216	\$	112.39	\$	256.50	\$	368.89	\$	368.89
	2 Cubic Yard, 3 pickups/week	216	\$	168.59	\$	378.00	\$	546.59	\$	546.59
	2 Cubic Yard, 4 pickups/week	216	\$	224.79	\$	499.50	\$	724.29	\$	724.29
	2 Cubic Yard, 5 pickups/week	216	\$	280.98	\$	621.00	\$	901.98	\$	901.98
	3 Cubic Yard, 1 pickup/week	324	\$	84.29	\$	150.00	\$	234.29	\$	234.29
	3 Cubic Yard, 2 pickups/week	324	\$	168.59	\$	285.00	\$	453.59	\$	453.59
	3 Cubic Yard, 3 pickups/week	324	\$	252.88	\$	420.00	\$	672.88	\$	672.88
	3 Cubic Yard, 4 pickups/week	324	\$	337.18	\$	555.00	\$	892.18	\$	892.18
	3 Cubic Yard, 5 pickups/week	324	\$	421.47	\$	690.00	\$	1,111.47	\$	1,111.47
	4 Cubic Yard, 1 pickup/week	432	\$	112.39	\$	165.00	\$	277.39	\$	277.39
	4 Cubic Yard, 2 pickups/week	432	\$	224.79	\$	313.50	\$	538.29	\$	538.29
	4 Cubic Yard, 3 pickups/week	432	\$	337.18	\$	462.00	\$	799.18	\$	799.18

Contract Attachment B
Monthly Rates Unless Otherwise Specified

4 Cubic Yard, 4 pickups/week	432	\$ 449.57	\$ 610.50	\$ 1,060.07		\$ 1,060.07
4 Cubic Yard, 5 pickups/week	432	\$ 561.96	\$ 759.00	\$ 1,320.96		\$ 1,320.96
6 Cubic Yard, 1 pickup/week	648	\$ 168.59	\$ 195.00	\$ 363.59		\$ 363.59
6 Cubic Yard, 2 pickups/week	648	\$ 337.18	\$ 370.50	\$ 707.68		\$ 707.68
6 Cubic Yard, 3 pickups/week	648	\$ 505.77	\$ 546.00	\$ 1,051.77		\$ 1,051.77
6 Cubic Yard, 4 pickups/week	648	\$ 674.36	\$ 721.50	\$ 1,395.86		\$ 1,395.86
6 Cubic Yard, 5 pickups/week	648	\$ 842.94	\$ 897.00	\$ 1,739.94		\$ 1,739.94
8 Cubic Yard, 1 pickup/week	864	\$ 224.79	\$ 225.00	\$ 449.79		\$ 449.79
8 Cubic Yard, 2 pickups/week	864	\$ 449.57	\$ 427.50	\$ 877.07		\$ 877.07
8 Cubic Yard, 3 pickups/week	864	\$ 674.36	\$ 630.00	\$ 1,304.36		\$ 1,304.36
8 Cubic Yard, 4 pickups/week	864	\$ 899.14	\$ 832.50	\$ 1,731.64		\$ 1,731.64
8 Cubic Yard, 5 pickups/week	864	\$ 1,123.93	\$ 1,035.00	\$ 2,158.93		\$ 2,158.93
Extra loose cubic yard in container, per pickup	108	\$ 28.10		\$ 10.00		\$ 10.00
Extra loose cubic yard on ground, per pickup	108	\$ 28.10		\$ 20.00		\$ 20.00
						\$ -
						\$ -
				\$ 1.60		\$ 1.60
				\$ 10.00		\$ 10.00
				\$ 20.00		\$ 20.00
				\$ 10.00		\$ 10.00
						\$ -
						\$ -
				\$ 1.60		\$ 1.60
				\$ 10.00		\$ 10.00
				\$ 20.00		\$ 20.00
				\$ 10.00		\$ 10.00
						\$ -
						\$ -
				\$ 187.35		\$ 187.35
				\$ 187.35		\$ 187.35
				\$ 187.35		\$ 187.35
				\$ 192.30		\$ 192.30
				\$ 198.30		\$ 198.30
				\$ 207.25		\$ 207.25
				\$ 247.35		\$ 247.35
				\$ 267.00		\$ 267.00
				\$ 299.00		\$ 299.00
				\$ 317.80		\$ 317.80
				\$ 339.00		\$ 339.00
						\$ -
						\$ -
				\$ 44.55		\$ 44.55
				\$ 52.80		\$ 52.80
				\$ 57.53		\$ 57.53
				\$ 78.76		\$ 78.76
Detachable Container Ancillary Fees (per occurrence):						
Stand-by Time (per minute)				\$ 1.60		\$ 1.60
Container Cleaning (per yard of container size)				\$ 10.00		\$ 10.00
Redelivery of Containers				\$ 20.00		\$ 20.00
Return Trip				\$ 10.00		\$ 10.00
Service Level (based on pick ups)						
Non-compacted 10 cubic yard Drop-box	\$ 2.80	\$ 70.00	\$ 98.50	\$ 187.35		\$ 187.35
Non-compacted 15 cubic yard Drop-box	\$ 2.80	\$ 70.00	\$ 98.50	\$ 187.35		\$ 187.35
Non-compacted 20 cubic yard Drop-box (5 customer)	\$ 2.80	\$ 70.00	\$ 98.50	\$ 187.35		\$ 187.35
Non-compacted 25 cubic yard Drop-box (2 customer)	\$ 2.80	\$ 70.00	\$ 98.50	\$ 192.30		\$ 192.30
Non-compacted 30 cubic yard Drop-box (2 customer)	\$ 2.80	\$ 70.00	\$ 98.50	\$ 198.30		\$ 198.30
Non-compacted 40 cubic yard Drop-box (2 customer)	\$ 2.80	\$ 70.00	\$ 98.50	\$ 207.25		\$ 207.25
Compacted 10 cubic yard Drop-box			\$ 98.50	\$ 247.35		\$ 247.35
Compacted 20 cubic yard Drop-box (6 customers)			\$ 98.50	\$ 267.00		\$ 267.00
Compacted 25 cubic yard Drop-box			\$ 98.50	\$ 299.00		\$ 299.00
Compacted 30 cubic yard Drop-box (2 customers)			\$ 98.50	\$ 317.80		\$ 317.80
Compacted 40 cubic yard Drop-box			\$ 98.50	\$ 339.00		\$ 339.00
	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge		
2 Yard detachable container	216.00	\$ 12.98	\$ 44.55	\$ 57.53		\$ 57.53
4 Yard detachable container	432.00	\$ 25.96	\$ 52.80	\$ 78.76		\$ 78.76
Commercial Drop-box Collection						
Temporary						

Attachment B

Contract Attachment B
Monthly Rates Unless Otherwise Specified

		648.00	\$ 38.94	\$ 58.50	\$ 97.44	\$ 97.44
Collection Hauling	6 Yard detachable container			\$ 58.50	\$ 97.44	\$ 97.44
	8 Yard detachable container	864.00	\$ 51.91	\$ 63.00	\$ 114.91	\$ 114.91
	Non-compacted 10 cubic yard Drop-box				\$ 197.35	\$ 197.35
	Non-compacted 20 cubic yard Drop-box				\$ 197.35	\$ 197.35
	Non-compacted 30 cubic yard Drop-box				\$ 208.30	\$ 208.30
	Non-compacted 40 cubic yard Drop-box				\$ 217.25	\$ 217.25
	Service Level		Delivery Fee	Daily Rental	Monthly Rental	
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 78.50	\$ 2.00	\$ 40.00	\$ 40.00
	4 Yard detachable container		\$ 78.50	\$ 2.10	\$ 42.00	\$ 42.00
	6 Yard detachable container		\$ 78.50	\$ 2.20	\$ 44.00	\$ 44.00
	8 Yard detachable container		\$ 78.50	\$ 2.40	\$ 48.00	\$ 48.00
	Non-compacted 10 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00	\$ 75.00
	Non-compacted 20 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00	\$ 75.00
	Non-compacted 30 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00	\$ 75.00
	Non-compacted 40 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00	\$ 75.00
	Drop-box Ancillary Fees				Per Event	
	Return Trip				\$ 25.00	\$ 25.00
	Stand-by Time (per minute)				\$ 1.60	\$ 1.60
	Container cleaning (per yard of container size)				\$ 10.00	\$ 10.00
	Drop-box directed to other facility (per one-way mile)				\$ 3.00	\$ 3.00
	Solid Lid on drop-box (additional rental fee per month)				\$ 75.00	\$ 75.00
	Drop-box turn around charge				\$ 10.00	\$ 10.00
Hourly Rates					Per Hour	
					\$ 150.00	\$ 150.00
					\$ 150.00	\$ 150.00
					\$ 135.00	\$ 135.00
					\$ 55.00	\$ 55.00
Misc. Charges	Late Fee					1% of total, \$1 minimum
	NSF Fee					\$ 20.00

Attachment B

	Service Level	Pounds Per Container	Disposal Fee	Collection Fee	Total Service Fee
Monthly	One 32 gallon Garbage Cart	23.00	\$ 1.38	\$ 23.37	\$ 24.75
Weekly	One 10 gallon Micro-Can	8.00	\$ 2.08	\$ 23.66	\$ 25.74
Residential	One 20-gallon Garbage Cart	12.50	\$ 3.25	\$ 24.32	\$ 27.57
Curbside	1 32/35-gallon Garbage Cart	19.00	\$ 4.94	\$ 26.41	\$ 31.35
Service	1 45-gallon Garbage Cart	25.00	\$ 6.50	\$ 28.16	\$ 34.66
	1 60/64-gallon Garbage Cart	33.00	\$ 8.59	\$ 30.75	\$ 39.34
Total Garbage	1 90/96-gallon Garbage Cart	44.00	\$ 11.45	\$ 35.05	\$ 46.50
Customers:	Additional 32 Gallon Cans (weekly svc)	19.00	\$ 4.94	\$ 7.06	\$ 12.00
#REF!	Extras (32 gallon equivalent)	23.00	\$ 1.38	\$ 2.62	\$ 4.00
	Miscellaneous Fees:				
	Recycling Only (no garbage service)				\$ 9.50
	Subscription Compostables Service (default 96-gal Cart)				\$ -
	60/64 -gallon Compostables Service - cart				\$ -
	32/35-gallon Compostables Service - cart				\$ -
	20-gallon Compostables Service - cart				\$ -
	10-gallon Compostables Service - manual container				\$ -
	Extra Yard Debris (32 gallon bag/bundle/can)				\$ 3.00
	2nd and Additional 96-Gallon Yard Waste Cart				\$ 6.00
	Bear-resistant Cart - Additional Monthly Rental				\$ 5.00
	Bear-resistant Cart - Additional Monthly Service Surcharge				\$ 5.00
	Return Trip				\$ 6.00
	Roll-out Charge, per 25 ft, per cart, per time				\$ 3.00
	Drive-in Charge, per month				\$ 6.00
	Overweight/Oversize container (per p/u)				\$ 3.00
	Redelivery of one or more containers				\$ 10.00
	Cart Cleaning (per cart per cleaning)				\$ 10.00
	Sunken Can Surcharge per month, Roll-out fee also applies				\$ 7.50
On-Call	Non-CFC Containing Large Appliances ("white goods"), per item				\$ 20.00
Bulky	Refrigerators/Freezers/Air Conditioners per item				\$ 30.00
Waste	Sofas, Chairs, per item				\$ 20.00
Collection	Mattresses, Boxsprings, per item				\$ 20.00
Weekly	One 20-gallon garbage Cart	\$ 13.75	\$ 3.58	\$ 22.66	\$ 26.24
Commercial	1 32/35-gallon Garbage Cart	20.90	\$ 5.44	\$ 24.75	\$ 30.18
Can and	1 45-gallon Garbage Cart	27.50	\$ 7.15	\$ 26.50	\$ 33.65
Cart	1 60/64-gallon Garbage Cart	36.30	\$ 9.44	\$ 29.09	\$ 38.54
	1 90/96-gallon Garbage Cart	48.40	\$ 12.59	\$ 33.39	\$ 45.98
	Extras (32-gallon equivalent)	23.00	\$ 5.98	\$ 2.62	\$ 4.00
	Ancillary Fees:				
	Weekly 64-gal Cart Yard Debris/Foodwaste service				\$ 15.35
	Return Trip				\$ 6.00
	Roll-out Charge, per addtn'l 25 ft, per cart, per p/u				\$ 1.50
	Redelivery of containers				\$ 10.00
	Cart Cleaning (per cart per cleaning)				\$ 10.00

Attachment B

Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	378	\$ 98.34	\$ 195.00	\$ 293.34
	1.5 Cubic Yard Container	567	\$ 147.52	\$ 210.00	\$ 357.52
	2 Cubic Yard Container	756	\$ 196.69	\$ 225.00	\$ 421.69
	3 Cubic Yard Container	1,134	\$ 295.03	\$ 240.00	\$ 535.03
	4 Cubic Yard Container	1,512	\$ 393.37	\$ 255.00	\$ 648.37
	6 Cubic Yard Container	2,268	\$ 590.06	\$ 285.00	\$ 875.06
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	108	\$ 28.10	\$ 105.00	\$ 133.10
	1 Cubic Yard, 2 pickups/week	108	\$ 56.20	\$ 199.50	\$ 255.70
	1 Cubic Yard, 3 pickups/week	108	\$ 84.29	\$ 294.00	\$ 378.29
	1 Cubic Yard, 4 pickups/week	108	\$ 112.39	\$ 388.50	\$ 500.89
	1 Cubic Yard, 5 pickups/week	108	\$ 140.49	\$ 483.00	\$ 623.49
	1.5 Cubic Yard, 1 pickup/week	162	\$ 42.15	\$ 120.00	\$ 162.15
	1.5 Cubic Yard, 2 pickups/week	162	\$ 84.29	\$ 228.00	\$ 312.29
	1.5 Cubic Yard, 3 pickups/week	162	\$ 126.44	\$ 336.00	\$ 462.44
	1.5 Cubic Yard, 4 pickups/week	162	\$ 168.59	\$ 444.00	\$ 612.59
	1.5 Cubic Yard, 5 pickups/week	162	\$ 210.74	\$ 552.00	\$ 762.74
	2 Cubic Yard, 1 pickups/week	216	\$ 56.20	\$ 135.00	\$ 191.20
	2 Cubic Yard, 2 pickups/week	216	\$ 112.39	\$ 256.50	\$ 368.89
	2 Cubic Yard, 3 pickups/week	216	\$ 168.59	\$ 378.00	\$ 546.59
	2 Cubic Yard, 4 pickups/week	216	\$ 224.79	\$ 499.50	\$ 724.29
	2 Cubic Yard, 5 pickups/week	216	\$ 280.98	\$ 621.00	\$ 901.98
	3 Cubic Yard, 1 pickup/week	324	\$ 84.29	\$ 150.00	\$ 234.29
	3 Cubic Yard, 2 pickups/week	324	\$ 168.59	\$ 285.00	\$ 453.59
	3 Cubic Yard, 3 pickups/week	324	\$ 252.88	\$ 420.00	\$ 672.88
	3 Cubic Yard, 4 pickups/week	324	\$ 337.18	\$ 555.00	\$ 892.18
	3 Cubic Yard, 5 pickups/week	324	\$ 421.47	\$ 690.00	\$ 1,111.47
	4 Cubic Yard, 1 pickup/week	432	\$ 112.39	\$ 165.00	\$ 277.39
	4 Cubic Yard, 2 pickups/week	432	\$ 224.79	\$ 313.50	\$ 538.29
	4 Cubic Yard, 3 pickups/week	432	\$ 337.18	\$ 462.00	\$ 799.18
	4 Cubic Yard, 4 pickups/week	432	\$ 449.57	\$ 610.50	\$ 1,060.07
	4 Cubic Yard, 5 pickups/week	432	\$ 561.96	\$ 759.00	\$ 1,320.96
	6 Cubic Yard, 1 pickup/week	648	\$ 168.59	\$ 195.00	\$ 363.59
	6 Cubic Yard, 2 pickups/week	648	\$ 337.18	\$ 370.50	\$ 707.68
	6 Cubic Yard, 3 pickups/week	648	\$ 505.77	\$ 546.00	\$ 1,051.77
	6 Cubic Yard, 4 pickups/week	648	\$ 674.36	\$ 721.50	\$ 1,395.86
	6 Cubic Yard, 5 pickups/week	648	\$ 842.94	\$ 897.00	\$ 1,739.94
	8 Cubic Yard, 1 pickup/week	864	\$ 224.79	\$ 225.00	\$ 449.79
	8 Cubic Yard, 2 pickups/week	864	\$ 449.57	\$ 427.50	\$ 877.07
	8 Cubic Yard, 3 pickups/week	864	\$ 674.36	\$ 630.00	\$ 1,304.36
8 Cubic Yard, 4 pickups/week	864	\$ 899.14	\$ 832.50	\$ 1,731.64	
8 Cubic Yard, 5 pickups/week	864	\$ 1,123.93	\$ 1,035.00	\$ 2,158.93	
	Extra loose cubic yard in container, per pickup	108	\$ 28.10	\$ -	\$ 10.00
	Extra loose cubic yard on ground, per pickup	108	\$ 28.10	\$ -	\$ 20.00
	Detachable Container Ancillary Fees (per occurrence):				
	Stand-by Time (per minute)				\$ 1.60

Attachment B

	Container Cleaning (per yard of container size)				\$ 10.00
	Redelivery of Containers				\$ 20.00
	Return Trip				\$ 10.00
	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial Drop-box Collection	Non-compacted 10 cubic yard Drop-box	\$ 2.80	\$ 70.00	\$ 98.50	\$ 187.35
	Non-compacted 15 cubic yard Drop-box	\$ 2.80	\$ 70.00	\$ 98.50	\$ 187.35
	Non-compacted 20 cubic yard Drop-box (5 customer	\$ 2.80	\$ 70.00	\$ 98.50	\$ 187.35
	Non-compacted 25 cubic yard Drop-box (2 customer	\$ 2.80	\$ 70.00	\$ 98.50	\$ 192.30
	Non-compacted 30 cubic yard Drop-box (2 customer	\$ 2.80	\$ 70.00	\$ 98.50	\$ 198.30
	Non-compacted 40 cubic yard Drop-box (2 customer	\$ 2.80	\$ 70.00	\$ 98.50	\$ 207.25
	Compacted 10 cubic yard Drop-box			\$ 98.50	\$ 247.35
	Compacted 20 cubic yard Drop-box (6 customers)			\$ 98.50	\$ 267.00
	Compacted 25 cubic yard Drop-box			\$ 98.50	\$ 299.00
	Compacted 30 cubic yard Drop-box (2 customers)			\$ 98.50	\$ 317.80
	Compacted 40 cubic yard Drop-box			\$ 98.50	\$ 339.00
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	2 Yard detachable Container	216.00	\$ 12.98	\$ 44.55	\$ 57.53
	4 Yard detachable container	432.00	\$ 25.96	\$ 52.80	\$ 78.76
	6 Yard detachable container	648.00	\$ 38.94	\$ 58.50	\$ 97.44
	8 Yard detachable container	864.00	\$ 51.91	\$ 63.00	\$ 114.91
	Non-compacted 10 cubic yard Drop-box				\$ 197.35
	Non-compacted 20 cubic yard Drop-box				\$ 197.35
	Non-compacted 30 cubic yard Drop-box				\$ 208.30
	Non-compacted 40 cubic yard Drop-box				\$ 217.25
	Service Level		Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 78.50	\$ 2.00	\$ 40.00
	4 Yard detachable container		\$ 78.50	\$ 2.10	\$ 42.00
	6 Yard detachable container		\$ 78.50	\$ 2.20	\$ 44.00
	8 Yard detachable container		\$ 78.50	\$ 2.40	\$ 48.00
	Non-compacted 10 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00
	Non-compacted 20 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00
	Non-compacted 30 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00
	Non-compacted 40 cubic yard Drop-box		\$ 98.50	\$ 3.75	\$ 75.00
	Drop-box Ancillary Fees				Per Event
	Return Trip				\$ 25.00
	Stand-by Time (per minute)				\$ 1.60
	Container cleaning (per yard of container size)				\$ 10.00
Drop-box directed to other facility (per one-way mile)				\$ 3.00	
Solid Lid on drop-box (additional rental fee per month)				\$ 75.00	
Drop-box turn around charge				\$ 10.00	

Attachment B

Hourly Rates	Service				Per Hour
		Rear/Side-load packer + driver			
	Front-load packer + driver				\$ 150.00
	Drop-box Truck + driver				\$ 135.00
	Additional Labor (per person)				\$ 55.00
Misc. Charges	Late Fee				
	NSF Fee				

ATTACHMENT C - RECYCLABLES LIST

Recyclable Item	Curb	Call in	Handling Instructions	Limitations
Aluminum - all clean aluminum cans, clean aluminum foil, trays, "pie tins," and clean aluminum food containers.	X		Place in recycling Container.	
Appliances (large) - refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers, water heaters.		X	Call to request pick-up.	3 total per household during contract life. Limited to Single-Family households.
Appliances (small) - microwave ovens, toaster ovens		X	Call to request pick-up.	Limited to Single-Family households.
Fluorescent Tubes and Bulbs	X		Wrap tubes in newspaper and secure with tape. Mark "Fluorescent Tubes." Place bulbs in a sealed bag. Place next to recycling Container.	Limit: 2 tubes per collection, 10 tubes per year. Tubes must be no longer than 4'. Limited to Single-Family households.
Glass Containers - All colored or clear jars and bottles that are rinsed and have lids removed.	X		Empty, remove lids and place in recycling Container.	
Household Batteries - all alkaline, button, and rechargeable batteries.	X		Place rechargeable and non-rechargeable batteries in separate, sealed clear bags. Set on top of recycling Container.	Limited to Single-Family households.
Paper - all clean mixed paper, colored paper, newsprint, magazines, phone books, catalogues, and advertising supplements delivered with newspapers.	X		Place in recycling Container.	
Paper Containers - all empty paper cups used for soda or coffee, and empty paper food cartons used for milk, juice, soy, or soup.	X		Empty, place in recycling Container.	
Plastic Bags and Films - all clean, dry plastic shopping or produce bags, and plastic films contained within a plastic bag.	X		Place all plastic bags and film inside of one bag and tie to secure.	Contaminated plastic bags, such as cheese and meat wrappers, bags with paper labels, and bags with food or other residues are excluded.
Plastic Containers - All plastic bottles, jugs, tubs, lids $\geq 3"$, and containers, including plastic drink cups, clamshell take-out containers, food containers and trays, and plant pots, which have been rinsed.	X		Empty, place in recycling Container.	Plastic bottles, jugs, tubs, or containers that have contained hazardous or toxic products, such as motor oil or pesticides, are excluded.
Polycoated Cartons and Boxes - all plastic coated cartons, beverage cups, and boxes.	X		Flatten. Place in recycling Container or bundle and place next to recycling Container.	
Rigid Plastics - all 5-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, Big Wheels, coolers, and Nalgene bottles.	X	X Large Items	Place items in recycling Cart, or next to recycling Cart. One dimension of the object must be $< 2'$.	Call to collect large (i.e., all dimensions are $> 2'$) items. Limited to Single-Family households.
Scrap Metal - all ferrous and non-ferrous scrap metal, including lids $\geq 3"$, that are free of wood, plastic, rubber, and other contaminants.	X	X Large Items	Small items: Place in recycling Container or secure (e.g., bundle, box) next to recycling Container. Large items: Call to request pick-up.	Small items: Less than 2' and 60 lbs. Less than 5% non-metal components. Large items: Call to collect large (i.e., at least one dimension is $< 2'$) items
Tin cans - all clean food and beverage tin cans, and tin lids $\geq 3"$.	X		Place in recycling Container.	
Used Cooking Oil (FOG)	X	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Container.	Limit: 3 gallons per pick-up. Limit: 10 gallons per year. Limited to Single-Family households.
Wood scraps		X	Clean, unpainted untreated wood, plywood, pallets, dimensional lumber and crates; some metal fittings and nails allowed. Material must be placed in a cardboard box next to the recycling container and labeled Wood Waste.	Limited to Single-Family households.

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 sum of the collection and Administrative Fee components listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left[1 + \frac{nCPI - oCPI}{oCPI} \right]$$

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, 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 2017.

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 32-gallon cart rate of \$31.35 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$130 to \$140 per ton starting on January 1, 2018, the old disposal component is \$4.94, and the State Excise Tax rate is 0.015, the January 2018 Customer charge for one 32-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$26.41 \times \left[1 + \frac{(144.3-143.2)}{(143.2)} \right] = \mathbf{\$26.61}$$

New Disposal Component Step A calculation (as on previous page):

$$[\$4.94 \times (140/130)] = \$5.32$$

Step B calculation (as on previous page):

$$\$5.32 + [(\$5.32 - \$4.94) \times 0.015] = \mathbf{\$5.33}$$

Thus, the new Customer charge for one 32-gallon cart per week Residential Curbside service will be the **\$26.61** collection component plus the **\$5.33** disposal component, equaling **\$31.94**.