

**Comprehensive Garbage, Recyclables, and Organics  
Collection Contract  
FINAL**

**City of Clyde Hill  
And  
Rabanco, Ltd, dba Republic Services of Bellevue**

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**July 1, 2021 – June 30, 2029**

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This Comprehensive Garbage, Recyclables, and Organics Collection contract ("Contract") is entered into by and between the City of Clyde Hill, 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 Organics from Single-family Residences 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 granted a franchise to the Contractor in 1990 to provide Garbage, Recyclables and Yard Debris collection services to residents, businesses, and institutions located within the City Service Area; and

WHEREAS, the City's franchise agreement has expired and both parties desire to enter into a new agreement to provide Garbage, Recyclables and Yard Debris collection services to residents, businesses, and institutions located within the City Service Area; and

WHEREAS, the Contractor represents that it has the experience, resources, and expertise necessary to perform the services as requested by the City; and

WHEREAS, the City desires to enter into this contract with the Contractor for the services outlined;

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

## **AGREEMENT**

This Comprehensive Garbage, Recyclables, and Organics Collection Contract (hereafter, "Contract") is made and entered into this 27 day of June, 2021 (hereafter the "Date of Execution"), by and between the City of Clyde Hill, a municipal corporation (hereafter, the "City"), and Rabanco, Ltd, dba Republic Services of Bellevue, a Washington corporation (hereafter, the "Contractor").

## **DEFINITIONS**

**Bulky Waste:** The term "Bulky Waste" means discrete items of Garbage of a size or shape that precludes collection in regular collection containers. Bulky Waste includes: large appliances, such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers, water heaters, furniture, such as chairs or sofas, televisions, mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

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

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

**City:** The word "City" means the City of Clyde Hill, King County, Washington. As used in the Contract, use of the term "City" may include reference to the City Administrator, or his/her designated representative.

**City Service Area:** The term "City Service Area" means the corporate limits of the City as of the Date of Commencement of Service, and as thereafter amended by the City, which shall automatically be incorporated herein and govern by this Contract with no further action from the parties.

**Clean Wood:** The term "Clean Wood" means all scrap wood, dimensional lumber, plywood, pallets, small crates, and other clean, un-treated and un-painted wood generated in Residential quantities.

**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 Organics.

**Container:** The word "Container" means any Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

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

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

**Date of Commencement of Service:** The term "Date of Commencement of Service" is July 1, 2021, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

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

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



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

**Drop-box Container:** The term “Drop-box Container” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

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

**Food Waste:** The term “Food Waste” 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 Waste shall not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Organics collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

**Garbage:** The word “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, cold 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 “medical sharps” used for the administration of medication are included in the definition of Garbage, so long as they are managed and disposed of in accordance with the King County Solid Waste Division disposal requirements. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Organics.

**Garbage Can:** The term “Garbage Can” means a City-approved container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in sanitary conditions by their owner at all times.

**Gross Revenues:** The term “Gross Revenues” means the value proceeding or accruing by reason of the Contractor’s business activities and services provided under the terms of this Contract.

**Hazardous Waste:** The term “Hazardous Waste” means any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended

by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;

- B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

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

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

**Missed Pick-up:** The term "Missed Pick-up" means:

- A. for Single-family Residential Customers if a Cart is set out for collection by 7 a.m. on the day of collection and is not collected by 8 p.m. on the day that it was scheduled to be collected. If a Single-family Residential Customer calls on the day of collection, and the Cart is collected that day by 8 p.m., it will not be considered a Missed Pick-up. Any Cart collected after 8 p.m. of the day of regular scheduled collection regardless of whether the customer calls or not will be considered a Missed Pick-up.
- B. for Commercial Customers if a Container is reasonably accessible and is not collected by the end of the normal service day on the day that it was scheduled to be collected. If a Commercial Customer calls on the day of collection, and the Container is collected by the end of that service day, it will not be a Missed Pick-up. Any Container collected on a subsequent day of regular scheduled collection regardless of whether the customer calls or not will be considered a Missed Pick-up.

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

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

**Organics:** The word "Organics" means Yard Debris and Food Waste separately or combined.

**Private Road:** The term "Private Road" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

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

**Recycling:** The word “Recycling” refers to the preparation, collection, transport, processing, and marketing of Recyclables.

**Recyclables:** The word “Recyclables” means aluminum cans, foil and food containers; corrugated cardboard; glass containers; Mixed Paper; newspaper; recyclable plastic containers that have contained non-hazardous products; recyclable plastic films and plastic bags; polycoated cartons; Scrap Metals; tin cans; small electronics; small appliances; Textiles; and such other materials that the City determines to be recyclable.

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

**Scrap Metals:** The term “Scrap Metals” means ferrous and non-ferrous metals.

**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 Waste, and other materials.

**Strike Contingency Plan:** The term “Strike Contingency Plan” means the plan that the Contractor will develop pursuant to Section 3.1.18 of this Contract.

**Textiles:** The word “Textile” means all clean, dry clothing and household items (e.g. sheets, towels, table cloths, etc.) placed in marked, clear, tied plastic bags and placed at the curb for on-call collection.

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

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

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

## 1. TERM OF CONTRACT

The term of this Contract is ninety six (96) months, starting on July 1, 2021 and ending on June 30, 2029. The City and Contractor may mutually agree to extend the Contract an additional seven (7) years. Any extension granted shall be under the original terms and conditions of this Contract or as the Contract may have been amended at the time of the extension. To exercise the option

to extend this Contract, written notice shall be exchanged by the City and the Contractor no less than one hundred eighty (180) days prior to the expiration of the Contract term.

## **2. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, and constitutes a valid and legally binding and enforceable obligation of 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**

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract.

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

If, during the term of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract.

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

### **3.1.3 Service to Residences on Private Roads and Driveways**

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are 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 to evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate

service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective customers and may require a damage waiver agreement that has been previously approved by the City, or decline to provide service on those Private Roads.

### **3.1.4 Hours/Days of Collection**

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

### **3.1.5 Employee Conduct**

The Contractor's employees collecting Garbage, Recyclables, or Organics shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor employees shall 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 company emblem visible to the average observer. At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall 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. Removal of the employee shall be addressed by the Contractor immediately.

### **3.1.6 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 Garbage, Recyclables, or Organics 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 information shall be included in written program materials, on the Contractor's web site, and via press releases to general news media in the Clyde Hill area by the Contractor the week prior to the holiday affecting service.

### **3.1.7 Inclement Weather**

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone of the areas not to be served by 5:30 a.m. on the same business day. The Contractor shall provide automated notification calls, texts, or e-mails (at Customer's preference) to all missed Customers by 3:00 p.m., including information on when their next collection is expected. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City not later than 2:00 p.m. on the same business day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls.

The Contractor shall collect Garbage, Recyclables, and Organics from Customers with interrupted service on their next regular collection day. 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 the Bellevue Reporter and Seattle Times 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 a City-approved collection location 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. This site will remain open for collection until regularly scheduled service resumes for those missed areas.

By November 1 of each year, beginning with November 1, 2021, the Contractor shall submit to the City in writing an inclement weather plan that is consistent with all the provisions of this section of the Contract, outlining how the Contractor plans to provide service during inclement weather events in accordance with the requirements of this section and the terms of this Contract. The inclement weather plan shall be subject to the City's written approval.

### **3.1.8 Suspending Collection from Problem Customers**

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, non-payment, repeated damage to Contractor-provided containers, repeated 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 if 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.

### **3.1.9 Missed Collections**

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

The failure of the Contractor to collect Garbage, Recyclables, or Organics that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer on the same day if notified by 6:00 p.m., otherwise the collection shall occur on the next day, except for Single-family Residential Customers whose normal collection day is Friday, who missed materials may be collected on Saturday.

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.

### **3.1.10 Same Day Collection**

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

### **3.1.11 Requirement to Recycle and Compost**

The Contractor shall recycle or compost all Source-separated Recyclables and Organics collected, unless express prior written permission is provided by the City. The Contractor shall use vehicles and processing systems that minimize unnecessary breakage and cross-contamination of materials. At the direction of the City, the Contractor shall provide at least ninety-five percent (95%) of the collected Recyclables to the recyclable buyers with no greater out-throws, prohibited materials, and allowable contamination as defined in the Institute of Scrap



Recycling Industries "Scrap Specifications Circular 2013 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock, Plastic Scrap, Electronics Scrap, Tire Scrap" or successor circular or guidelines. Disposal of contaminants that are not Source-separated Recyclables shall be tracked by the Contractor as to volume, weight, and percentage of materials collected on a monthly basis and included in the monthly reports. The landfilling, incineration, or other disposal of uncontaminated Source-separated Recyclables or Organics by the Contractor is expressly prohibited without the express prior written approval of the City.

The Contractor shall recycle domestically all potentially-toxic materials from scrap electronics or small appliances collection, unless otherwise previously authorized in writing by the City. The Contractor shall conduct thorough due diligence to ensure that all scrap electronics or small appliances are appropriately handled by fully-permitted and properly operated recycling or disposal facilities, and are shipped to legitimate end-users for remanufacturing into new products. The Contractor shall make its records and due diligence findings available to the City upon request, and shall assist the City should the City perform its own investigations on the handling and disposition of collected scrap electronics or small appliances.

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

Visually obvious contaminants included with either Source-separated Recyclables or Organics that exceeds thresholds for that collection stream shall not be collected, and shall be left in the Customer's Container with a prominently displayed written notification tag (per Section 3.1.10) explaining the reason for rejection. Untagged materials shall be considered an unwarranted missed collection, and shall be cause for one (1) month's free service for Single-family Residence Customers on their next regular bill and one (1) week's free service for Commercial Customers on their next regular bill. The Customer shall be provided the option of cleaning the rejected materials to meet the standards for that material or requesting that the material be collected as Garbage as an "extra." In either case, the materials shall be collected on the next regular collection cycle unless the Customer pays for a return trip.

### **3.1.12 Routing, Notification and Approval**

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Organics shall be collected from each Single-family Residence. Likewise, the Contractor shall indicate, on maps acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and Organics from each Commercial Customer.

The Contractor may change the day of Single-family Residence collection by giving written notice to all affected customers at least fourteen (14) days prior to their existing collection day.

### **3.1.13 Vehicle and Equipment Type/Age/Condition/Use**

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 used in the performance of this Contract shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. Vehicles used in the performance of this Contract shall only be used for the collection of materials for which they are designated.

Equipment shall be maintained in good working condition at all times. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Yard Debris leachate) or oils (lubricating, hydraulic or fuel) are discharged to customer premises or any Private Road or Public Street. Any equipment not meeting these standards shall not be used within the City until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles prior to them being removed from service shall be cleaned up or removed immediately 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. Failure by the Contractor to immediately clean-up or remove the discharge to the satisfaction of the City shall be cause for performance fees, as described in Section 5.1.2.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, and customer service telephone number and website address, unless otherwise approved by the City. All collection vehicles shall be labeled with a sign on the rear, with lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away, stating "Driving or Spillage Complaints? Call 425-452-4762," or as amended by the City. The truck 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.

### **3.1.14 Container Requirements and Ownership**

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

Single-family Residence and Commercial Customers shall be encouraged to use Contractor-provided Containers for their initial Container of Garbage collection service. Plastic bags may be used for excess volumes of Garbage, but not as a Customer's primary container. Customers using their own Garbage Can (instead of a Contractor- or Customer--provided Cart) may be charged the Garbage Can surcharge in accordance with Attachment A.

In the event the Customer chooses to provide their own Garbage Container, Contractor crews shall be expected to handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person

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

#### **3.1.14.1 Garbage, Recyclables, and Organics Carts**

The Contractor shall provide 20-, 32-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection; except that the 20-gallon Garbage Carts shall be offered only to Single-family Residential Customers. The Contractor shall provide 32-, 64-, and 96-gallon Recyclables Carts and 32- and 96-gallon Organics Carts for the respective level of Recyclables or Organics collection. 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 program 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.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement. The Carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow to minimize potential fire problems. The Contractor shall ensure that Carts have permanent serial numbers to assist with the tracking and recovery of lost or stolen carts.

In the event the Customer chooses to provide their own Cart or Garbage Can, Contractor crews shall be expected to handle the Customer-provided Cart or Garbage Can in such a way as to prevent undue damage or loss of the Cart or Garbage Can lid. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-provided Containers.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Organics) and forward written or electronic repair notices that day to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or City. Replacement Carts and Carts that have been assigned by the City from the prior contractor to the Contractor may be used and reconditioned, but shall be clean, appear presentable, and shall meet the same specifications and requirements as the Carts the Contractor procures as required by the terms of this Contract.

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

### **3.1.14.2 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, Recyclables, or Organics 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 A. 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 A.

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, Recyclables, or Organics storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Each type of container (i.e., Garbage, Recyclables, or Organics) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 3.1.15.5, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

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

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 the by 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.

### **3.1.14.3 Ownership**

In the event the Contract is terminated, all Containers used by the Contractor to provide Contract collection services, as well as, desk-side containers to be used for the collection of Recyclables by Commercial Customer tenants and in-kitchen containers to be used by Single-family Residence Customers for the collection of Food Waste, purchased or obtained by the Contractor 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, desk-side containers, and in-kitchen containers to a third-party. Any remaining warranties associated with the Containers, desk-side containers, or in-kitchen containers described herein shall be transferred to the City or the City's assignee.

Detachable Containers and Drop-box Containers shall be purchased, delivered, and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Detachable Containers or Drop-box Containers for use by the successive contractor. In the event that the City elects to purchase the Contractor's containers, the sale price shall equal up to fifty percent (50%) of the average new price for each container, based on the average initial cost at the time of purchase. The Container's warranties shall also transfer to the City. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard, but shall exclude sales or use taxes. Any remaining container warranties shall be transferred to the City.

#### **3.1.14.4 Container Colors and Labeling**

Over time, as carts are replaced, the Contractor will provide the following Containers in the colors specified in this Section. Contractor-provided Containers used for the collection of Recyclables, shall be blue. Contractor-provided Containers used for the collection of Organics shall be green. Contractor-provided Containers used for the collection of Garbage shall be gray. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

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

#### **3.1.14.5 Container Weights**

The Contractor may charge Customers the "overweight" fee listed in Attachment A for overweight Garbage Cans and Garbage Carts. Garbage Cans in excess of fifty (50) pounds may be charged the "overweight" fee. Garbage Carts may be charged an "overweight fee" if the total weight of the Cart and contents exceeds fifty (50) pounds for a 20-gallon Garbage Cart; seventy (70) pounds for a 32-gallon Garbage Cart; one hundred and five (105) pounds for a 45-gallon Garbage Cart; one hundred and forty (140) pounds for a 64-gallon Garbage Cart; and two hundred and ten (210) pounds for a 96-gallon Garbage Cart. The actual Cart or Container weight must be measured and provided in writing to the Customer and the City prior and in order to bill a Customer an "overweight" fee.

If a Recycling or Organics Cart exceeds the limits specified for Garbage Carts, the Contractor shall collect the Cart if it can safely do so, and provide notification to the Customer via written tag

or phone call that they must reduce the Cart weight to continue to receive collection. The Contractor shall not be required to collect subsequent overweight Carts provided that an actual Cart weight is measured and provided in writing to the Customer and the City. Overweight fees shall not apply to Recycling or Organics Carts.

#### **3.1.14.6 Container Removal Upon City or Customer Request**

The Contractor shall remove all Containers upon service cancellation within seven (7) days of cancellation or within three (3) business days of specific Customer, property manager, property owner, or City request. The contents of removed Containers shall be disposed of or processed and billed as if they were collected on a regular route. Failure to remove Containers within the specified timeline shall result in the Contractor assuming the risk for the costs of disposal of and/or processing of any materials found in Containers after a Customer has terminated service. The goal is for the Contractor to remove all Containers in a timely fashion to prevent Containers from being used by other parties than the Customers.

#### **3.1.15 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 document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1.2. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately and, likewise, expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.2.

#### **3.1.16 Pilot Programs**

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by City-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the Contractor agrees to negotiate in good faith and in accordance with Section 7.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to

implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 3.3.4.1.

### **3.1.17 Disruption Due to Construction**

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient manner, continue to collect Garbage, Recyclables, and Organics to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

### **3.1.18 Contractor Planning and Performance Under Labor Disruption**

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

1. The Contractor's specific staffing plan to 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 seventy-two (72) hours 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 Container 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 seventy-two (72) hours.
5. Billing policies to refund or credit the service component of rates for all services not delivered to Customers. Service credits may exclude the disposal component of rates, as those materials are assumed to be collected either through temporary Drop-Box sites or upon resumption of curbside service.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate any or its entire Strike Contingency Plan. Upon this notification, the seventy-two (72) hour or three (3) business day countdown will be deemed commenced and a state of Labor Disruption is officially declared. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

In the event that a disruption lasts more than one (1) 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.

Once a Labor Disruption is initiated, a seventy-two (72) hour 'grace' period will be allowed prior to assessment of Performance Fees. Performance fees on the Contractor pursuant to Section 5.1.2 shall be assessed starting for all services normally scheduled, beginning on the fourth day following the initiation of any disruption. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of performance fees.

The Contractor's failure to comply with the provisions of this section shall be subject to a special fee of five thousand dollars (\$5,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City invoice. This fee is not a regular performance fee for the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold referenced in Section 5.2 (6).

### **3.1.19 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, meeting all City standards and complying with all code requirements. 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. 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

### **3.1.20 Continual Monitoring and Evaluation of Operations**

At the City's request, the Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or Clyde Hill City Hall 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.

### **3.1.21 Collection/Disposal Restrictions**

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



Garbage containing obvious amounts of Yard Debris shall not knowingly be collected 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 5.1.2. 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.

The failure of the Contractor to properly provide written notice of rejected Garbage containing Yard Debris, Hazardous Waste, or other hazardous materials shall be cause for the Single-Family Residential Customer to receive one month's free Garbage collection service and a Commercial Customer to receive one week's free Garbage collection service.

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 Agreement 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 A.

### **3.1.22 Emergency Response**

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

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.

### **3.1.23 Implementation Plan**

The Contractor shall develop and submit to the City a draft Implementation Plan introducing the new and revised services detailing a specific timeline as to when different activities and events

will occur. The Implementation Plan shall cover the entire period from the Date of Execution of this Contract, up through and including the roughly four (4) month period following the Date of Commencement of Service.

The Contractor shall, at its expense, provide or do the following activities on or around the following dates:

- Mail written rate increase notification to all Customers before the beginning of this Contract, effective July 1, 2021;
- Mail communication to all Customers no later than August 1, 2021, informing Customers of new services. Organics Containers delivered to all current non-yard debris-subscribing Customers by August 1, 2021; and
- Ensure all Customer Containers adhere to color scheme detailed in Contract, by August 1, 2021.

Failure by Contractor to comply with the above schedule will result in Performance Fees, outlined in Section 5.1.2.

## **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 Garbage Cans, bags, and Garbage Carts. Sunken can service is prohibited by this Contract.

#### **3.2.1.2 Containers**

The Contractor shall be responsible for paying the cost of procuring, ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining all Containers, which shall be provided to Customers at no charge. The Contractor shall procure all Containers as the final consumer, and therefore, pay the sales tax on all Containers at the time of purchase, and shall not pass this cost on or through to Customers. 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. If a Garbage Cart is not provided within seven (7) days of the Customer's initial request, the Customer shall be provided one (1) free month of Garbage service on their next regular bill.

Customers may use their own Garbage Cans or Carts. Customers using their own Garbage Cans shall be charged the Garbage Can surcharge itemized in Attachment A. Customers using their own Garbage Carts shall be charged the standard rate for that size Container.

#### **3.2.1.3 Specific Collection Requirements**

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

1. one (1) 20-gallon Garbage Cart
2. one (1) Garbage Can or one (1) 32-gallon Garbage Cart
3. two (2) Garbage Cans or one (1) 64-gallon Garbage Cart
4. three (3) Garbage Cans or one (1) 96-gallon Garbage Cart

5. four (4) or more Garbage Cans on an additional Can charge basis

Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set out location.

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 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.

### **3.2.2 Single-family Residence Recyclables Collection**

#### **3.2.2.1 Recyclable Materials**

Attachment B provides the list of Residential Recyclables that shall be collected from all participating Single-family Residence Customers as part of basic Garbage collection services, without extra charge. As operational or recycling processing improvements are made, Contractor agrees to expand the defined list of Residential Recyclables, subject to prior written approval by the City. The parties also agree the list of Residential Recyclables may be reduced after consultation and mutual agreement. The Contractor shall collect Curbside all Residential Recyclables from Single-family Residence Customers that are placed in Contractor-provided Carts, as well as any Recyclables that are in the case of Corrugated Cardboard, stacked neatly next to the Customers' Recycling Cart, or in the case of other Recyclables, boxed or placed in a paper bag next to the Customers' Recycling Cart. With the exception of Corrugated Cardboard, the maximum dimensions for recyclable materials shall be two (2) feet by two (2) feet. Recyclable items larger than this may be scheduled for on-call collection service, which shall be at no charge to the Customer, except for materials meeting the definition of Bulky Waste. All Recyclables must be prepared as noted on Attachment B, placed in the Customers' Recycling Cart, and uncontaminated with food or other residues.

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 list of Recyclables included in Attachment B.

Any material processed as a Recyclable at the Recyclables processing facility used by the Contractor or collected as a Recyclable by the Contractor or by another division of the Contractor's parent corporation within King, Snohomish, or Pierce Counties will automatically be included as a material that is Recyclable under the terms of this Contract, and preparation requirements shall be agreed upon in writing by the City and the Contractor, based on such requirements used by cities in those three counties.

### **3.2.2.2 Containers**

The Contractor shall be responsible for paying the cost of procuring, ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining all Containers, which shall be provided to Customers at no charge. The Contractor shall procure all Containers as the final consumer, and therefore, pay the sales tax on all Containers at the time of purchase, and shall not pass this cost on or through to Customers. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart.

Recycling Carts shall be delivered by the Contractor to new Single-family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request. If Recycling Carts are not provided within seven (7) days of the Customer's initial request, the Single-family Residence Customer shall be provided one (1) free month of Garbage service on their next regular bill.

### **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 Organics collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-family Residence Recyclables from subscribing Single-family Residence Customers for Garbage or Recyclables service-only. No limits shall be placed on set-out volumes for Recyclables.

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

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

#### **3.2.2.4 On-Call Small Electronics, Textiles, Scrap Metal Cans, and Small Appliances Collection**

The Contractor shall provide on-call weekly collection of small electronics, Textiles, scrap metal cans, and small appliances at the rates specified in Attachment A. Service shall be provided to Customers by appointment, which shall be within five (5) business days of a Customer initial request. Customers may request this service via telephone call, e-mail/text, or on-line form.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. All other collection requirements of Section 3.2.2 apply. The items must be placed within five (5) feet of the Curb by the Customers. The Contractor shall notify the Customer of this placement requirement at the time of setting the appointment for collection.

On-call collection of these materials must occur during the hours and days specified in Section 3.1.4. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner.

#### **3.2.3 Single-family Residence Organics Collection**

##### **3.2.3.1 Subject Materials**

Organics shall be collected weekly for the months of March through November, and then every two weeks from December through February from all participating Single-family Residence Customers as part of basic Garbage collection services, without extra charge.

Contaminated or oversized Organics materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate written problem notice explaining why the material was rejected. If material is rejected without an appropriate written notice, the Customer shall be provided one (1) free month of Garbage service on their next regular bill.

##### **3.2.3.2 Containers**

The Contractor shall be responsible for paying the cost of procuring, ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining all Containers, which shall be provided to Customers at no charge, except such additional Organics Carts as described in this section. The Contractor shall procure all Containers as the final consumer, and therefore, pay the sales tax on all Containers at the time of purchase, and shall not pass this cost on or through to Customers. The default Organics Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32-gallon Organics Carts on request to those Single-family Residence Customers requiring less capacity than provided by the default Organics Cart. Customers who select the 32-gallon Organics cart will receive a 341 account credit as of the Date of Commencement of Service, as outlined in Attachment A. The 32-gallon Organics cart will not have additional Extra Units included, and each extra will be at the rate outlined in

Attachment A. The 32-gallon Organics cart credit is subject to the 3% Modification, per Section 4.3.1. The Contractor shall provide the first Organics Cart to each Customer at no charge.

Excess Yard Debris material that does not fit in an Organics Cart shall be bundled or placed in paper bags or Customer-owned 32-gallon Containers. Customers choosing to use their own containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris." The Contractor shall maintain and have available for Customers a list of local retail stores that carry acceptable paper bags and reusable plastic Yard Debris bags. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall also make acceptable paper bags and reusable plastic Yard Debris bags available at its customer service center.

Customers may rent additional Organics Carts from the Contractor at the rate listed on Attachment A.

Organics Carts shall be delivered by the Contractor to new Single-family Residence Customers, Customers requesting a replacement Organic Cart, and Customers that had previously rejected their Organics Cart within seven (7) days of the Customer's initial request. If Organics Single-family Residence Customers are not provided a new or replacement Cart within seven (7) days, then they shall be provided one (1) free month of Garbage service on their next regular bill.

The Contractor shall provide and distribute to all requesting Single-family Residence Customers a kitchen Food Waste collection container, previously approved by the City in writing, with a capacity of approximately 9.6 quarts, made from high-density polyethylene, and containing a charcoal filter in the lid to remove odors. The Contractor shall include instructional materials, subject to the City's prior written approval, with all kitchen Food Waste collection containers.

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

### **3.2.3.3 Specific Collection Requirements**

Organics shall be collected weekly for the months of March through November, and then every two weeks from December through February on the same day as each household's Garbage and Recyclables collection occurs. Collections shall be made from Single-family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect up to one hundred and ninety-two (192) gallons of Organics, the equivalent of two (2) 96-gallon Organics Carts, each week from participating Single-family Residence Customers for the months of March through November. The Contractor shall collect up to two hundred and twenty-four (224) gallons of Organics, the equivalent of two (2) 96-gallon and one (1) 32-gallon Organics Carts, every other week from participating Single-family Residence Customers for the months of December through February. Organics in excess of the maximum allotted amount may be charged as Extra Units in 32-gallon increments, as included in Attachment A. Yard Waste may be placed in Carts, bundles, or cans next to the initial Organics Cart, but Food Waste shall be contained in the initial Cart.

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

Contractor's drivers shall leave written notice tickets or "oops tags" on Organics Carts contaminated with 20% or more non-compostable materials based on a visual audit. Customers that receive three (3) or more written notice tags or "oops tags" per month shall be contacted by the Contractor by phone to resolve the issue as described above. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers in an upright position, with lids attached, to their set out location.

### **3.2.4 Commercial Customer Garbage Collection**

#### **3.2.4.1 Subject Materials**

The Contractor shall collect all Garbage set out for disposal by Commercial Customers in acceptable Containers as designated in Section 3.2.4.2.

Garbage containing more than a trivial amount of Yard Debris shall not be collected and instead prominently tagged with a notice informing the Commercial Customer that disposal of Yard Debris in Garbage is not legal within the City. Contractor collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees. The failure of the Contractor to properly tag rejected Garbage containing Yard Debris shall be cause for the Commercial Customer to receive one (1) week's free Garbage service on their next regular bill.

The Contractor shall not be required to collect 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 notice prominently displayed with the rejected materials listing why they were not collected and provide the Commercial Customer with a contact for further information on proper disposal.

#### **3.2.4.2 Containers**

The Contractor shall pay the cost of procuring and providing containers for Garbage meeting the standards described in Section 3.1.15. Commercial Customers shall be offered a full range of Containers.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as "extras" at the rates listed in Attachment A.

Contractor-provided Containers shall be delivered by the Contractor to requesting Commercial Customers within three (3) days of the customer's initial request. If such containers are not provided within three (3) days of a customer's initial request, the customer shall be provided one (1) free week of Garbage service on their next regular bill.

Commercial Customers may elect to own or secure containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, the Contractor is not required to service customer containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular container is compatible, the City shall make a final determination.

### **3.2.4.3 Specific Collection Requirements**

Garbage collection shall be made available to Commercial Customers daily, Monday through Saturday, during the times specified in Section 3.1.4. Collections from Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Roll-out charges shall be assessed in ten (10) foot increments only to those Commercial Customers for whom the Contractor must move a Container over ten (10) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position.

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

### **3.2.5 Commercial Recyclables Collection**

#### **3.2.5.1 Subject Materials**

All Recyclables listed in Section 3.2.2.1, with the exception of small electronics and small appliances, which are prepared in a manner similar to that described for Single-family Residence Recyclables, shall be collected from all participating Commercial Customers as part of the basic Garbage collection services, at rates to be negotiated between the Contractor and the Customer.

#### **3.2.5.2 Containers**

The Contractor shall be responsible for paying the cost of procuring, ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining all Recycling Containers for the use by Commercial Customers. At larger Commercial Customers, the Contractor may use Detachable Containers or Drop-box Containers for the collection of Recyclables.

Recycling Carts, Detachable Containers, and Drop-box Containers to be used for the collection of Recyclables shall be delivered by the Contractor to requesting Commercial Customers within three (3) days of the Customer's initial request. If Recycling Carts, Detachable Containers, or Drop-box Containers are not provided within three (3) days of the Customer's initial request, the Customer shall be provided one (1) free week of Garbage service on their next regular bill. The



Contractor shall clean Commercial Customer Recycling Carts, Detachable Containers, and Drop-box Containers annually, or on Customer or City request at no additional charge.

### **3.2.5.3 Specific Collection Requirements**

Commercial Customer recycling collection shall occur at least every two (2) weeks or more frequently, as needed, during the hours and days specified in Section 3.1.4 for Commercial Customer collection. 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 Commercial Customer tenant confusion.

The Contractor shall collect all properly prepared Commercial Customer Recyclables from participating Commercial Customers.

### **3.2.6 Commercial Customer Organics Collection**

#### **3.2.6.1 Subject Materials**

The Contractor shall provide collection of Organics from Commercial Customers in accordance with the service level selected by and at the service rates set forth in Attachment A.

Contaminated or oversized Organics materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected. If material is rejected without an appropriate written notice, the Commercial Customer shall be provided one (1) free week of Garbage service at their specified service level on their next regular bill.

#### **3.2.6.2 Containers**

The Contractor shall be responsible for paying the cost of procuring, ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Organics Containers meeting the standards described in Section 3.1.15.

Excess Yard Debris material that does not fit in the subscribed for Container shall be bundled or placed in paper bags or Customer-owned 32-gallon containers, and additional charges may apply in accordance with the "extra" rates listed in Attachment A. Commercial Customers choosing to use their own Containers for excess Organics shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Organics."

Commercial Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, the Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular Container is compatible, the City shall make a final determination.

#### **3.2.6.3 Specific Collection Requirements**

Commercial Customer Organics collection shall occur at least every two (2) weeks or more frequently, as subscribed for, during the hours and days specified in Section 3.1.4 for Commercial Customer collections, as appropriate. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize customer and tenant confusion.

The Contractor shall collect Organics from areas mutually agreed upon by the Contractor and the Commercial Customer with the least slope and best truck access possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

### **3.2.7 Drop-Box Container Garbage Collection**

#### **3.2.7.1 Subject Materials**

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

Garbage containing Yard Debris shall not be collected and instead prominently tagged with a notice informing the customer that disposal of Yard Debris in Garbage is not legal within the City. Contractor collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees. The failure of the Contractor to properly tag rejected Garbage containing Yard Debris shall be cause for Commercial Customers to receive one (1) week's free Garbage service on their next regular bill and Single-family Residence customers to receive one (1) month's free Garbage service.

The Contractor shall not be required to collect Drop-box Containers containing 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 prominently displayed notice with the rejected materials listing why they were not collected and providing the customer with a contact for further information on proper disposal.

#### **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. If Drop-box Containers are not provided within three (3) days of a Customer's initial request, the Customer shall be provided one (1) free week of Garbage service for Commercial Customers on their next regular bill and one (1) free month of Garbage service for Single-family Residence Customers on their next regular bill.

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

### 3.2.7.3 Specific Collection Requirements

Single-family Residence and Commercial Customer Drop-box Container collection must occur during the hours and days specified in Section 3.1.4. Collection of Drop-box Containers in Single-family Residence areas shall be limited to the same hours as Single-family Residence collection.

The Contractor shall provide dispatch service and equipment capability of delivering empty and collecting full Drop-box Containers on the same business day if the customer's initial request is received by customer service before 2:00 pm., and no later than the next business day if the customer's initial call is received by customer service before 6:00 p.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. If, on customer's request, an empty Drop-box Container is not delivered and/or a Drop-box Container is not collected on the same business day for calls received before 2:00 p.m. or by the next business day for calls received before 6:00 p.m., the customer shall be provided free disposal of that Drop-box Container's Garbage.

### 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. If Containers are not provided within twenty-four (24) hours of a Customer's initial request, the Customer shall be provided one (1) free week of temporary Container service on their next regular bill. The charges for all temporary Containers shall be included in Attachment A. The charges for temporary Detachable Container service as listed in Attachment A shall include delivery, collection, distance, and disposal or processing for Recyclables or Organics. No additional fees other than those included in Attachment A may be charged. Temporary Garbage services do not include embedded Recycling or Organics collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Organics service.

### 3.2.9 Service to City Facilities

The Contractor shall provide weekly Garbage and Recycle collection, in addition to Organics collection outlined in 3.2.3.3, to all City and municipal facilities located within the City, without charge. Those facilities include, but are not limited to the following:

Facility	Address
Clyde Hill City Hall	9605 NE 24 <sup>th</sup> Street
Clyde Hill Public Works Department	2115 96 <sup>th</sup> Avenue NE

### 3.2.10 Special Collection Event

The Contractor shall provide an annual curbside collection. On one collection day each year (the date to be mutually determined by City and Contractor), residential garbage customers shall be permitted to put at curbside materials not normally collected in the weekly garbage service. Such

materials could include excess Yard Debris, Bulky Wastes, furniture, and other large items. Contractor will coordinate the collection day with the City in advance and the City and the Contractor will jointly determine a method to notify customers of the event. The Contractor shall provide all equipment, staffing, collection, transportation, and recycling and/or disposal fees at no additional charge to the City or the customers for this event. City and Contractor agree to analyze the results of the annual collection event and to negotiate contract changes as necessary, including possible rate adjustments for subsequent collection events. Within forty-five (45) days after the event, Contractor shall provide to the City a summary of the materials and quantities collected.

### **3.2.11 On-call Bulky Waste Collection**

On-call collection of Bulky Waste shall be provided by the Contractor at the customer service rates listed in Attachment A. Service shall be provided to customers by appointment, which shall be within three (3) business days of a customer's initial request. The items must be placed within five (5) feet of the Curb by the customers. The Contractor shall notify the customer of this placement requirement at the time of setting the appointment for collection.

Items excluded from On-call Bulky Waste collection include car parts, construction or demolition debris, any item that would be considered Hazardous Waste, and stumps.

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 and quiet manner.

### **3.2.12 Excluded Services**

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

## **3.3 MANAGEMENT**

### **3.3.1 Responsibility of Participants**

#### **3.3.1.1 Contractor's Responsibilities**

The Contractor shall be responsible for all services and requirements set forth in this Contract, including, but not limited to:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City;
- Collecting, processing, and marketing Recyclables and Organics collected by the Contractor in the City Service Area;
- Providing Container assembly, maintenance, stickering and/or labeling, re-stickering and/or labeling, and delivery services;
- Performing Customer service, including answering telephone calls and e-mails, managing on-line bill payment and customer requests, providing information on services, establishing Customer accounts, and providing appropriate Customer support;

- Billing, receiving, and posting Customer payments and deposits;
- Procuring all equipment and bearing all start-up, operating, and maintenance costs for collection and processing or disposal of Garbage, Recyclables, and Organics, including proper safety equipment and insurance for vehicles and workers;
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to collect materials, maintain equipment, and provide Customer service functions;
- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses;
- Complying with all applicable municipal, county, state, and federal laws;
- Meeting all environmental standards and regulations;
- Complying with all Washington Safety and Health Act (WISHA), Federal Occupations Safety and Health Administration (OSHA), and Fair Labor Standards Act (FLSA) requirements and standards;
- Meeting all non-discrimination standards;
- Providing operating and safety training for all personnel, including first aid training for all supervisory personnel;
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 7.3, and providing proof of this insurance to the City annually, no later than January 30<sup>th</sup> of each year;
- Providing a valid Contractor's performance and payment bond in accordance with Section 7.4, and providing proof of this bond to the City annually, no later than January 30<sup>th</sup> of each year;
- Securing the prior written approval of the City and surety before assigning or pledging money, or assigning, subcontracting, or delegating duties;
- Providing route maps to the City indicating the day of week for each service for each Customer class or sector;
- Submitting collection day changes to the City for review and written approval prior to notice being provided to Customers and the change taking place;
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather;
- Maintaining all Containers, vehicles, and facilities in a clean, safe, properly labeled, and sanitary condition;

- Meeting all City reporting, inspection, and review requirements;
- Indemnifying the City where specifically required under the terms of this Contract.

### **3.3.1.2 City's Responsibilities**

The City shall be responsible for requirements set forth in this Contract, including, but not limited to:

- Providing overall project administration and final approval of Contractor services and activities;
- Reviewing and approving in writing Contractor compensation adjustments due to changes in County or other disposal fees or price indices;
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor;
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor;
- Reviewing and approving in writing all assignment, pledging, subcontracting, or delegation of money or duties;
- Reviewing and approving in writing collection days and rate changes;
- Reviewing and approving in writing holiday schedule changes;
- Holding periodic operations meetings with the Contractor, as necessary.

### **3.3.2 Customer Service**

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

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

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

### **3.3.2.1 Customer Service Requirements**

The Contractor shall provide enhanced Customer service opportunities at a location within ten (10) miles of the City Service Area.

- One or more locations within ten (10) miles of the City Service Area that accept Customer payments, provide written receipts, and/or provide access to Customer accounts for the purposes of changing service levels, confirming charges, or other account management activities;
- One or more locations within ten (10) miles of the City Service Area that provide waste diversion education and technical assistance to allow Customer to take full advantage of the collection programs and rate incentives offered under the Contract.
- One or more locations within ten (10) miles of the City Service Area that provide supplemental materials and containers for Customers to use for Contract services. Examples include compostable bags, cart liners, office paper recycling containers, paper bags for extra Yard Waste, and other similar Customer support materials and supplies.

Sites offering these services shall all be located within ten (10) miles of the City Service Area, shall collectively be known as the Contractor Service Center, shall be available no less than five (5) days each week, shall include Saturday among the five (5) days, and shall be open at least six (6) hours each day. Acceptable recyclables are outlined in Attachment B.

### **3.3.2.2.1 Customer Service Representative Staffing**

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from at least three (3) incoming telephone calls from City Customers at one time, and in addition a telephone answering system capable of accepting an additional minimum of two (2) incoming telephone calls from City Customers at one time. During office hours, Customers shall not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but shall be routed directly to a Customer service representative. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

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

### **3.3.2.2.2 Service Recipient Complaints and Requests**

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours' 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.

#### **3.3.2.2.3 Handling of Customer Calls**

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office – both the Contractor Service Center and the Contractor's customer service and call center – is closed.

A Customer calling into the Clyde Hill 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.

#### **3.3.2.2.4 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. 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.

#### **3.3.2.2.5 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.

#### **3.3.2.2.6 Full Knowledge of Garbage, Recyclables, and Organics Programs Required**



The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-family Residence and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables, and Organics collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Organics preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

#### **3.3.2.2.7 Monitoring and Evaluation**

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine customer satisfaction with the Contractor's services. The Contractor shall follow-up by telephone, e-mail, or in writing with each customer that has directly contacted the Contractor by telephone, e-mail, or in writing to determine the customer's satisfaction with the services received. The Contractor shall work with the City to monitor and ensure that high levels of customer service are demonstrated throughout the duration of the Contract.

#### **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 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. Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees included as Attachment A. 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.

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

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Organics collection bills for all Customers;
- Generating bills 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 have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;

- Accepting payment in person from Customers at its principal office location and Customer Service Center as described in Section 3.3.2, and on-line at the Contractor's website. Customers shall be able to make payments by cash, check, or debit/credit card at physical locations;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. Customer shall be provided with withdrawal or transfer date options and one option shall be to pay the day prior to when late fees are due. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts for specific Customer sectors;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Organics collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year 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.

### **3.3.4 Reporting**

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

#### **3.3.4.1 Monthly Reports**

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

1. A billing summary that provides the number of Customers billed at each service level for each service sector (i.e., Single-family Residence and Commercial Customers) and the total number of Customers for each type of service by sector.
2. For Commercial Customer recycling, a spreadsheet list of all Commercial Customers subscribed to any Garbage, Recyclables, or Organics collection services. For each Customer, the list shall include the name of each Commercial Customer, its service

address, account number, and an itemization of each Garbage, Recyclables, and Organics collection Container on site, noting capacity and inventory number.

At the bottom of the list there shall be summaries showing the total number of all Commercial Customers, the total number of Commercial Customers receiving Recyclables service and the total number of Commercial Customers receiving Organics service.

3. A summary of total Garbage and Organics, volumes and quantities collected (in tons) for each collection sector. The summary shall include the name of the facility used to process Organics and the volumes and quantities of Organics collected and processed at the facility, the name and location of the transfer facilities used for transfer of Garbage, the volumes and quantities of Garbage collected and transferred at each facility, the name and location of the landfills used for disposal of Garbage, the volumes and quantities of Garbage collected and disposed of at each facility, and from which transfer station the Garbage was transferred through. If Garbage is disposed directly at a landfill without the use of a transfer station, the name and location of the landfill and the volumes and quantities of Garbage disposed of at that landfill shall be reported separately.
4. A summary of Recyclables volumes and quantities collected (in tons) by each collection sector.

The City and the Contractor reserve the right through mutual agreement to add, delete, or modify any of the reports identified in this section, so long as the overall objective of the information and data gathering and reporting is still being achieved.

### **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 calendar year running from January 1 to December 31:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Organics collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of the Recyclables' market conditions and the factors affecting the commodity prices and revenues for the previous year. A statement declaring revenues collected for each type of Recyclable for the previous calendar year shall be included with year ending and beginning market values on a per ton basis.

The City and the Contractor reserve the right through mutual agreement to add, delete, or modify any of the reports identified in this section, so long as the overall objective of the information and data gathering and reporting is still being achieved.

### **3.3.5 Promotion and Education**

The Contractor shall have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs, with the assistance and cooperation of the City. The Contractor shall have primary responsibility providing service-oriented information and outreach to customers, distributing promotional and educational pieces, and implementing on-going recycling promotions, education, and outreach programs when it feels these programs are necessary. Copies of all communication documents prepared for the public will be provided to the City.

### **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 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 and Commercial Customers in accordance with the charges for services listed in Attachment A. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment A. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

The City is not required under this Contract to make any payments to the Contractor for services performed, or for any other reason, except as may be required pursuant to Sections 3.2.10 , or for services the City obtains as a Customer.

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

#### **4.1.2 Itemization on Invoices**

City, King 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 A.

All Recyclables and Organics collection costs and revenues shall be included in the Garbage collection rates for Single-family Customers and are included in the Customer rates listed in Attachment A, except for the 32-gallon Organics credit listed in Section 3.2.3.2. All Recyclables collection costs and revenues shall be included in the Garbage collection rates for Commercial Customers and are included in the Customer rates listed in Attachment A.

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

The King 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 allowed fee shall consist only of the actual King County Disposal Fee plus applicable City, King County, and Washington State taxes and fees. No Contractor mark-up or other fees are allowed on Drop-box disposal fees.

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 and extra Organics Cart 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 A.

#### **4.2 Compensation to the City**

##### **4.2.1 Fees Paid to City**

The Contractor shall pay to the City an amount equal to 5.5% of Contractor's gross income from operations in the City as an administrative fee. Said fee may be adjusted by the City from time to time as the City Council shall determine. The term "gross income" shall mean the same as the term defined in Chapter 3.28 of the Clyde Hill Municipal Code as it now, or as it may hereafter be amended.

In addition to the administrative fee, the City or other agency may, from time to time, impose other fees or taxes that shall be assessed and payable as directed by City ordinance or legislation of another governmental agency or jurisdiction. The Contractor may pass on such fees and taxes to Customers.

The Contractor shall pay to the City a Utility and/or Gross Receipts Tax according to Chapter 3.28 of the Clyde Hill Municipal Code as it is now, or as it may hereafter be amended.

#### **4.3 Compensation Adjustments**

#### **4.3.1 Annual Modification**

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment A, excluding waste disposal fees, for each level of service shall increase each year by three percent (3%).

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, 2023. 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 1<sup>st</sup> of each year, starting October 1, 2022. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1<sup>st</sup>, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1<sup>st</sup> 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 1<sup>st</sup> of the following year, and Customers shall be notified by November 15<sup>th</sup>, forty-five (45) days prior to the new rate going into effect. Should ratepayers not receive notification by November 15<sup>th</sup>, due to missed deadlines by the Contractor or failure of the City to verify the rates, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment C.

#### **4.3.2 Periodic Adjustments**

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on container content weights specified by the Contractor in its proposal or as modified in accordance with Attachment A of this Contract.

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

#### **4.3.3 Changes in Disposal or Organics Processing Sites**

Should the Contractor be required by the City or other governmental authority to use Garbage disposal or Organics processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

Should the Contractor no longer be able to find a processing site for all collected Organics, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected Organics, such as Food Waste, from the Contract and the City and Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Organics or the site that was originally used for processing Organics is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

#### **4.3.4 Other Modifications**

If the value of recyclables exceeds \$40.00 per ton for 6 consecutive months or falls below \$0.00 per ton for 6 consecutive months, the base rate shall be adjusted after consultation and mutual agreement of the Contractor and the City. However, the Contractor shall not adjust or modify rates due to employee wage increases, garbage collection service level shifts, or other changes affecting the collection system other than provided for under Section 4.3.

##### **4.3.4.1 New or Changes in Existing Taxes**

If new City, King County, or Washington State taxes are imposed or the rates of existing taxes are changed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of fifty thousand dollars (\$50,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate 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 fifty thousand dollar (\$50,000) 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 eighty percent (80%) of the cost savings.

#### **4.4 Change in Law**

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

#### **4.5 Compensation Adjustments Approval**

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

### **5. FAILURE TO PERFORM, REMEDIES, TERMINATION**

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic and/or specific

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

**5.1 Automatic Credits and Performance Fees and Bonus**

**5.1.1 Automatic Credits**

Automatic credits to affected Customers shall be credited to such Customers' account on their next regular bill for certain performance failures identified throughout this Contract, including, but not limited to, failure to deliver requested Carts or Containers on time, failure to collect missed materials in accordance with performance requirements, and failure to properly tag rejected materials. In the event that the Contractor is notified in writing of a failure to perform a service subject to automatic credits to the Customer's account, the Contractor shall automatically credit that Customer's account with the specified term of free service on their next regular bill and notify the Customer of the credit in writing. Failure to provide automatic credits credited to the Customer's account on their next regular bill when notified in writing shall subject the Contractor to performance fees.

**5.1.2 Performance Fees**

The City further 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:

	<b>Action or Omission</b>	<b>Performance fees</b>
1	Collection before or after the times specified in Section 3.1.4, except as expressly permitted in writing.	Fifty dollars (\$50) 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 hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials.	The cost of cleanup to the City or King County, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	As listed in the Clyde Hill Municipal Code, 13.10.040(B)



	<b>Action or Omission</b>	<b>Performance fees</b>
5	Failure to collect missed materials within one (1) business day after notification.  \$50.00 each incidence business day after notification	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per vehicle per day on Single-family Residence routes and no maximum for Commercial Customer routes.
6	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather or a labor disruption, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Five hundred dollars (\$500) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
7	Collection as Garbage of Source-separated Recyclables, Yard Debris, or Organics in clearly identified containers, bags, or boxes.	Five hundred dollars (\$500) per incident, up to a maximum of one thousand dollars (\$1,000) per vehicle, per day.
8	Rejection of Garbage, Recyclables, Yard Debris or Organics without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident, plus a free month of service to Single-family Residence Customers or a free week of service to Commercial Customers on their next regular bill.
9	Failure to deliver Containers within twenty-four (24) hours of request to Commercial Customers requesting service after the Date of Commencement of Service.	Free week of service to the Customer on their next regular bill.
10	Failure to deliver Garbage, Recyclables or Organics Containers within seven (7) days of request to Single-family Residence Customers requesting service after the Date of Commencement of Service.	Free month of service to the Customer on their next regular bill.
11	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
12	Failure to provide the required annual report on time.	One hundred dollars (\$100) per incident.
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	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per incident.
15	Failure to grant automatic credits to Customers when warranted.	Payment of automatic credit to Customer, plus five hundred dollars (\$500) per incident.
16	Failure to provide emergency response services within a timely manner, unless prevented by a Force Majeure event as provided for in Section 7.15.	One thousand dollars (\$1,000) per event.

	<b>Action or Omission</b>	<b>Performance fees</b>
17	Failure to comply with the Implementation Plan, as outlined in Section 3.1.23.	One thousand dollars (\$1,000) upon failure to comply, up to a maximum of one thousand dollars (\$1,000).
18	Failure to provide required information to a Customer.	One hundred dollars (\$100) per incident, plus a free month of service to Single-family Residence Customers or a free week of service to Commercial Customers on their next regular bill.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 5.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent of the amount of any delinquent payments.

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

## **5.2 Contract Default**

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the Contractor shall be in default of 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 Organics, 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;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, King County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor creates a hazard to public health or safety or the environment;

4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract; or
6. The Contractor is assessed performance fees in excess of fifty thousand dollars (\$50,000) during any consecutive six (6) month period.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. Without limiting any remedy available in law or equity, in the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

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

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

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

If City employees provide Garbage, Recyclables, or Organics collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

## 6. NOTICES

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

To City:	City Administrator City of Clyde Hill 9605 NE 24th Street Clyde Hill, WA 98004
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 Organics 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 initiate litigation to protect the right of the Contractor.

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

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

### 7.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

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

### **7.3 Insurance**

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance by the Contractor, their agents, representatives, employees, or subcontractors, of the services provided under this Contract. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

#### **7.3.1 Minimum Scope of Insurance**

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage ("occurrence" form) covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transportation of and transported cargo.

#### **7.3.2 Minimum Amounts of Insurance**

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) per accident.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$5,000,000) each occurrence, five million dollars (\$10,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Required limits may be achieved via primary policies of insurance and any applicable excess or umbrella liability policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

### **7.3.3 Deductibles and Self-Insured Retentions**

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

### **7.3.4 Other Insurance Provisions**

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

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, and volunteers shall be named additional insured's on the Contractor's insurance policy.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately on receipt of insurers' notification to that effect.

### **7.3.5 Acceptability of Insurers**

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

### **7.3.6 Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract. In the event of a claim that will be covered by a policy on which the City is an additional insured, a copy of the complete policy shall be provided to the City upon the City's request.

### **7.3.7 Subcontractors**

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

### **7.3.8 Notification of Changes in Coverage**

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, non-renewal, or reduction of any insurance immediately upon receipt of insurer's notification to that effect to the City of Clyde Hill, 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 fifty thousand dollars (\$50,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

## **7.5 Indemnification**

### **7.5.1 Indemnify and Hold Harmless**

The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees, injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting therefrom, arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:

The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage, or destruction caused by or resulting from the sole negligent acts or actions of the City, its officers, agents, or employees.

The Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage, or destruction caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's fault.

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

#### **7.5.2 Industrial Insurance Immunity Waiver**

With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness, or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

#### **7.6 Public Records**

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract may be a public record under the Public Records Act, Chapter 42.56 RCW. Public records are subject to mandatory disclosure upon request by any person, unless the records are exempted from 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 regarding the public records request, as allowed by Chapter RCW 42.56.540. Per City policy, the Contractor shall be provided ten (10) business days after notification to seek a court order prohibiting the release of the records. The City assumes no contractual obligation to enforce any exemption.

Contractor acknowledges that data, materials, reports, memoranda, or other documents developed under this Contract may be considered public records under the Public Records Act. Contractor agrees to cooperate with the City in responding to any public records request, and agrees that any public records developed by Contractor or held by Contractor during the term of the Contract shall become the property of the City and shall be forwarded to the City at its request.



## **7.7 Assignment of Contract**

### **7.7.1 Assignment or Pledge of Money by the Contractor**

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) calendar day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

### **7.7.2 Assignment, Subcontracting, Delegation of Duties**

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

In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

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

For the purposes of this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

### **7.7.3 Merger or Sale of Contractor Operations**

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

## **7.8 Laws to Govern/Venue**

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

## **7.9 Compliance with Applicable Laws and Regulations**

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

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

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

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

## **7.10 Permits and Licenses**

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

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

### **7.11 Relationship of Parties**

The City and Contractor intend that an independent City/Contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, unless the City exercises its option to implement a billing agent relationship in accordance with Section 3.1.28. In that event, a separate billing agent addendum to this Contract shall be negotiated with the Contractor. That agreement will address the specific conditions and authorities granted to the Contractor to bill, collect and disburse funds, as the City's agent on the City's behalf.

### **7.12 Contractor's Relationship with Customers**

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

### **7.13 Bankruptcy**

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

### **7.14 Right to Renegotiate/Amend**

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or rule changes in King County, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to King County disposal services. The City may also renegotiate this Contract should any Washington State, King County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor 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.

Notwithstanding the foregoing provisions of this Section, but except as otherwise may be expressly provided for by any of the other sections of this Contract, this Contract may be amended, altered, modified, or terminated only by a written amendment, alteration, modification, or termination executed by authorized representatives of the City and the Contractor.

### **7.15 Force Majeure**

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

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

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

#### **7.16 Illegal Provisions**

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect; provided, that if such declaration voids a portion of the Contract that, in the reasonable belief of a party to the Contract voids or impacts the consideration provided in support of this Contract, the parties agree in good faith to negotiate appropriate revisions to the Contract to address such declaration.

#### **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 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. Each party shall bear its own attorneys' fees in connection with the mediation. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation.

**7.19 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 *[Signature]*  
(Print) Monika Gley

CITY OF Clyde Hill  
By *[Signature]*  
Marianne Klaas, Mayor

Approved as to Form:  
By *-on file-*  
City Attorney

**Attachments**

- A: Contractor Rates
- B: List of Recyclables
- C: Rate Adjustment Examples

New Attachment with rates that was previously sent will be used for pages 58-63.

City of Clyde Hill

Rates do not include taxes and fees billed separately

<b>RESIDENTIAL SERVICES</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Total Service Fee</b>
<b>Monthly Rates, except where noted</b>			
1 20 Gallon Cart	2.86	\$24.98	\$27.84
1 32 Gallon Cart	4.16	\$29.90	\$34.06
1 64 Gallon Cart	6.76	\$33.84	\$40.60
1 96 Gallon Cart	10.41	\$40.51	\$50.92
32 Gallon Organics discount	\$0.00	(\$2.75)	(\$2.75)
			<b>Fee/Extra</b>
1 32 gallon equivalent "extra" or overweight, per item	\$0.96	\$3.79	\$4.75
<b>Extra Organics Service:</b>			<b>Fee/Item</b>
Extra Organics Can/Bag/Bundle, per unit		\$4.65	\$4.65
Extra 96 Gallon Organics Cart rental, per month		\$2.50	\$2.50
<b>Recycling Only/Organics Only Weekly Services:</b>			
Recycling Only		\$8.35	\$8.35
Organics Only	\$0.00	\$9.28	\$9.28
Recycling & Organics Only	\$0.00	\$17.10	\$17.10
<b>Miscellaneous Fees per item:</b>			
Return Trip		\$10.00	\$10.00
Drive-in - monthly fee		\$6.29	\$6.29
Carryout (each 25') - monthly fee		\$1.51	\$1.51
Bear-Proof Cart Surcharge (per cart per month)		\$5.00	\$5.00
Pressure Washing (per cart)		\$20.00	\$20.00
Steam Cleaning (per cart)		\$30.00	\$30.00
Redelivery Fee (carts)		\$25.00	\$25.00
<b>Bulky Waste Collection:</b>			
On Call - per item per pickup		\$90.00	\$90.00

City of Clyde Hill

Rates do not include taxes and fees billed separately

<b>COMMERCIAL/MULTIFAMILY SERVICES</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Total Service Fee</b>
<b>Monthly Rates, except where noted</b>			
1 32 Gal Can (first can)	\$4.16	\$29.90	\$34.06
each additional can	\$4.16	\$29.90	\$34.06
1 32 Gal Cart (first cart)	\$4.16	\$29.90	\$34.06
each additional cart	\$4.16	\$29.90	\$34.06
1 64 Gal Cart (first cart)	\$6.76	\$33.84	\$40.60
each additional cart	\$6.76	\$33.84	\$40.60
1 96 Gal Cart (first cart)	\$10.41	\$40.51	\$50.92
each additional cart	\$10.41	\$40.51	\$50.92
Extra 32 Gal can/bag or overweight (each/pickup)	\$0.96	\$4.54	\$5.50
Extra Uncompacted Cu Yard or overweight (each/pickup)	\$6.01	\$8.20	\$14.21
<b>1 Yard</b>			
1 yard (on call, per pickup)	6.01	\$62.07	\$68.08
1 pickup weekly (per container)	26.02	\$215.00	\$241.02
2 pickups weekly (per container)	52.03	\$421.40	\$473.43
3 pickups weekly (per container)	78.05	\$632.10	\$710.15
4 pickups weekly (per container)	104.07	\$842.80	\$946.87
5 pickups weekly (per container)	130.08	\$1,053.50	\$1,183.58
6 pickups weekly (per container)	156.10	\$1,264.20	\$1,420.30
<b>2 Yard</b>			
2 yard (on call, per pickup)	12.02	\$67.84	\$79.86
1 pickup weekly (per container)	52.03	\$235.00	\$287.03
2 pickups weekly (per container)	104.07	\$460.60	\$564.67
3 pickups weekly (per container)	156.10	\$690.90	\$847.00
4 pickups weekly (per container)	208.13	\$921.20	\$1,129.33
5 pickups weekly (per container)	260.17	\$1,151.50	\$1,411.67
6 pickups weekly (per container)	312.20	\$1,381.80	\$1,694.00
<b>3 Yard</b>			
3 yard (on call, per pickup)	18.03	\$73.61	\$91.64
1 pickup weekly (per container)	78.05	\$255.00	\$333.05

2 pickups weekly (per container)	156.10	\$499.80	\$655.90
3 pickups weekly (per container)	234.15	\$749.70	\$983.85
4 pickups weekly (per container)	312.20	\$999.60	\$1,311.80
5 pickups weekly (per container)	390.25	\$1,249.50	\$1,639.75
6 pickups weekly (per container)	468.30	\$1,499.40	\$1,967.70
<b>4 Yard</b>			
4 yard (on call, per pickup)	24.03	\$79.39	\$103.42
1 pickup weekly (per container)	104.07	\$275.00	\$379.07
2 pickups weekly (per container)	208.13	\$539.00	\$747.13
3 pickups weekly (per container)	312.20	\$808.50	\$1,120.70
4 pickups weekly (per container)	416.27	\$1,078.00	\$1,494.27
5 pickups weekly (per container)	520.34	\$1,347.50	\$1,867.84
6 pickups weekly (per container)	624.40	\$1,617.00	\$2,241.40
<b>6 Yard</b>			
6 yard (on call, per pickup)	36.05	\$90.94	\$126.99
1 pickup weekly (per container)	156.10	\$315.00	\$471.10
2 pickups weekly (per container)	312.20	\$617.40	\$929.60
3 pickups weekly (per container)	468.30	\$926.10	\$1,394.40
4 pickups weekly (per container)	624.40	\$1,234.80	\$1,859.20
5 pickups weekly (per container)	780.50	\$1,543.50	\$2,324.00
6 pickups weekly (per container)	936.60	\$1,852.20	\$2,788.80
<b>8 Yard</b>			
8 yard (on call, per pickup)	48.07	\$102.48	\$150.55
1 pickup weekly (per container)	208.13	\$355.00	\$563.13
2 pickups weekly (per container)	416.27	\$695.80	\$1,112.07
3 pickups weekly (per container)	624.40	\$1,043.70	\$1,668.10
4 pickups weekly (per container)	832.54	\$1,391.60	\$2,224.14
5 pickups weekly (per container)	1,040.67	\$1,739.50	\$2,780.17
6 pickups weekly (per container)	1,248.81	\$2,087.40	\$3,336.21
<b>Compacted Containers:</b>			
1 pickup weekly 1 Cu Yard (per container)	\$91.06	\$258.00	\$349.06
1 pickup weekly 2 Cu Yard (per container)	\$182.12	\$282.00	\$464.12
1 pickup weekly 3 Cu Yard (per container)	\$273.18	\$306.00	\$579.18
1 pickup weekly 4 Cu Yard (per container)	\$364.24	\$330.00	\$694.24
1 pickup weekly 6 Cu Yard (per container)	\$546.35	\$378.00	\$924.35
1 pickup weekly 8 Cu Yard (per container)	\$728.47	\$426.00	\$1,154.47
<b>Organics Collection</b>			<b>Monthly Service Fee</b>



1-96 Gal Cart, weekly collection		\$23.00	\$23.00
			<b>Fee/Extra</b>
Extra Organics Can/Bag/Bundle, per unit		\$4.65	\$4.65
			<b>Monthly Rental Fee</b>
<b>Temporary Front Load Container Collection</b>			
Temp 2 Yard Container (daily rental)		\$2.00	\$2.00
Temp 4 Yard Container (daily rental)		\$2.10	\$2.10
Temp 6 Yard Container (daily rental)		\$2.20	\$2.20
Temp 8 Yard Container (daily rental)		\$2.40	\$2.40
Temp 2 Yard Container (monthly rental)		\$40.00	\$40.00
Temp 4 Yard Container (monthly rental)		\$42.00	\$42.00
Temp 6 Yard Container (monthly rental)		\$44.00	\$44.00
Temp 8 Yard Container (monthly rental)		\$48.00	\$48.00
			<b>Fee/Haul</b>
Temp 2 Yard Container (haul fee)	\$12.02	\$69.20	\$81.21
Temp 4 Yard Container (haul fee)	\$24.03	\$80.98	\$105.01
Temp 6 Yard Container (haul fee)	\$36.05	\$92.75	\$128.81
Temp 8 Yard Container (haul fee)	\$48.07	\$104.53	\$152.60
			<b>Fee/Delivery</b>
Delivery Charge (all sizes)		\$77.50	\$77.50
<b>Miscellaneous Fees per item:</b>			<b>Fee/Item</b>
Return Trip		\$22.50	\$22.50
Carryout (each 25') - monthly fee per can/cart		\$1.46	\$1.46
Redelivery		\$52.12	\$52.12
Roll-Out Container - monthly fee per container		\$5.13	\$5.13
Disconnect Hydraulics		\$9.83	\$9.83
Unlock Container		\$2.43	\$2.43
<b>Additional Services:</b>			
Additional Mileage Charge for Hauls to Other Sites*		\$5.74	\$5.74
Solid Drop Box Lid Charge (per month)		\$47.35	\$47.35
Pressure Washing (per yard)		\$4.18	\$4.18
Standby Time (per minute)		\$2.83	\$2.83
<b>Hourly Rates:</b>			
Rear/Side Load Packer & Driver		\$90.00	\$90.00
Front Load Packer & Driver		\$95.00	\$95.00
Drop-box Truck & Driver		\$95.00	\$95.00
Emergency: Load and Operator		\$153.00	\$153.00
Emergency: Transfer Trailer and Driver		\$140.18	\$140.18
Additional Labor (per person)		\$66.23	\$66.23

<b>Cart Rental (Residential and Commercial):</b>			
1-32 Gal Cart Rental (per month)		\$1.90	\$1.90
1-64 Gal Cart Rental (per month)		\$2.00	\$2.00
1-96 Gal Cart Rental (per month)		\$2.10	\$2.10

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Rates do not include taxes and fees billed separately

	<b>Total Service Fee</b>
<b>INDUSTRIAL SERVICES</b>	
<b>Noncompacted Permanent Service</b>	<b>Fee/Haul</b>
1 10 Cu. Yd. Container	\$152.68
1 20 Cu. Yd. Container	\$158.01
1 30 Cu. Yd. Container	\$164.68
1 40 Cu. Yd. Container	\$171.38
<b>Compacted Permanent Service</b>	
1 10 Cu. Yd. Container	\$194.10
1 20 Cu. Yd. Container	\$219.53
1 30 Cu. Yd. Container	\$303.98
1 40 Cu. Yd. Container	\$329.38
<b>Permanent Drop-box Rental</b>	<b>Monthly Rental Fee</b>
1 10 Cu. Yd. Container	\$75.48
1 20 Cu. Yd. Container	\$75.48
1 30 Cu. Yd. Container	\$75.48
1 40 Cu. Yd. Container	\$75.48
<b>Temporary Drop-box</b>	<b>Rental Fee</b>
1 10 Cu. Yd. Daily Rental	\$3.06
1 20 Cu. Yd. Daily Rental	\$3.06
1 30 Cu. Yd. Daily Rental	\$3.26
1 40 Cu. Yd. Daily Rental	\$3.36
1 10 Cu. Yd. Monthly Rental	\$79.68
1 20 Cu. Yd. Monthly Rental	\$79.68
1 30 Cu. Yd. Monthly Rental	\$84.68
1 40 Cu. Yd. Monthly Rental	\$87.65
	<b>Fee/Haul</b>

1 10 Cu. Yd. Haul Fee	\$147.89
1 20 Cu. Yd. Haul Fee	\$152.97
1 30 Cu. Yd. Haul Fee	\$159.32
1 40 Cu. Yd. Haul Fee	\$162.70
	<b>Fee/Delivery</b>
Delivery (all sizes) Fee	\$98.31
<b>Additional Services:</b>	<b>Fee/Yard</b>
Pressure Washing (per yard)	\$3.75
Steam Cleaning (per yard)	\$4.00

**Attachment B**

Recyclable Item	Curb	In-City Recy Center	KQCM **	Call In	Handling Instructions	Limitations	Single-Family	Commercial
Aluminum - all clean aluminum cans, clean aluminum foil, trays, "pie tins," and clean aluminum food containers.	X	X			Place in recycling Container.		X	X
Bicycles and Bike Parts		X		X	Drop-off at In-City Recycling Center only Call to request pick-up. Fees included in Attachment A apply.		X	X
Bulky Waste - all items as defined in the Contract, including large appliances, such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers, water heaters, furniture, such as chairs or sofas, televisions larger than 2'x2'x2', mattresses, and other similar large items.					Drop-off at In-City Recycling Center only		X	
Child Car Seats		X		X	Call to request special Container (2- to 40-yd). Tonnage and haul fees included in Attachment A apply.		X	X
Construction and Demolition Debris - all wood waste, dry wall, concrete, brick, roofing, carpet, etc.	X	X			Flatten boxes. Place in recycling Container or secure (e.g., box or bundle) and set next to recycling Container.		X	X
Corrugated Cardboard - all corrugated cardboard that is smaller than 3'x3'	X	X			Single-family Customers - Wrap tubes in newspaper and secure with tape. Place bulbs in a sealed bag. Place next to recycling Container. Mark "Fluorescent Tubes."	Limit: 2 tubes/bulbs per collection. Limit: 10 tubes/bulbs per year. Tubes must be no longer than 4'	X	
Fluorescent Tubes and Bulbs	X	X			Empty, remove lids and place in recycling Container.		X	X
Glass Containers - All colored or clear jars and bottles that are rinsed and have lids removed.		X			Place in box and deliver to In-City Recycling Center		X	
Hard-Cover Books		X			Place rechargeable and non-rechargeable batteries in separate, sealed, Clear bags. Set on top of recycling Container.		X	
Household Batteries - all alkaline, button, and rechargeable batteries.	X	X	X		Place in recycling Container.		X	X
Paper - all clean mixed paper, colored paper, newsprint, magazines, phone books, catalogues and advertising supplements delivered with newspapers.	X	X			Empty, place in recycling Container.		X	X
Paper Containers - all empty paper cups used for soda or coffee, and empty paper food cartons used for milk, juice, soy, or soup.	X	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.	X	X
Plastic Bags and Films - all clean, dry plastic shopping or produce bags, and plastic films contained within a plastic bag.	X	X						

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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	X	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.	X	X
Polycoated Cartons and Boxes - all plastic coated cartons, beverage cups, and boxes.	X	X	X				Flatten. Place in recycling Container or bundle and place next to recycling Container.		X	X
Rigid Plastics - all 5-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, Big Wheels, coolers, and Nalgene bottles.	X	X	X	X	Large Items		Cart Customers: Place items in recycling Cart, or next to recycling Cart. One dimension of the object must be $< 2'$ . Container Customers: Place items in recycling Container.	Cart customers: Call to collect large (i.e., all dimensions are $> 2'$ ) items.	X	X
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	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 Limit: 2'x2'x2' or smaller and less than 60 lbs	X	X
Small Appliances - all microwave ovens, toaster ovens, irons, etc.	X	X	X	X			Call to request pick-up. Set on top of or next to recycling Container on specified day.		X	
Small Electronics (2x2x2 or smaller) (Computer equipment, audio equipment, TVs, cell phones, MP3 players, VCRs and other equipment containing circuit boards)	X	X	X	X			Call to request pick-up. Place in a clear plastic bag. Set on top of or next to recycling Container on specified day.	Limit: 2'x2'x2' or smaller and less than 60 lbs	X	
Small Propane Cylinders			X				Cylinders must be empty. Drop-off at In-City Recycling Center only.	Only cylinders, no tanks.	X	
Styrofoam Blocks			X				Drop-off at In-City Recycling Center only**	No packing peanuts.	X	
Textiles			X				Call to request pick-up. Place clean, dry clothing and household textiles in clear plastic bag and place next to or on top of recycling Container on specified day.		X	
Tin cans - all clean food and beverage tin cans, and tin lids $\geq 3"$ .			X				Place in recycling Container.		X	X
Used Cooking Oil (FOG)			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 drop-off or pick-up. Limit: 10 gallons per year.	X	

\* In-City Recycling Center drop-off limited to subscribing customers during business hours.

\*\* KidsQuest Children's Museum (KQCM) - specific drop-off items and process still being finalized.

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## Attachment C

### Rate Adjustment Examples

The collection and disposal components of the customer rates listed in Attachment A will be adjusted separately. The collection component will be adjusted annually as described below. The disposal component will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment and will become effective on the day the Contractor is charged the increased disposal fee.

#### Collection Component Adjustment

$$NCC = PCC \times 1 + (NCPI - OCPI) / OCPI \times 100\%$$

Where: NCC = The new collection rate component

PCC = The previous collection rate component

NCPI = The most recent CPI value

OCPI = The CPI value used for the previous rate adjustment

#### Disposal Component Adjustment

$$NDC = ODC \times NDF / ODF$$

Where: NDC = The new disposal rate component

ODC = The old disposal rate component

NDF = The new disposal fee

ODF = The old disposal fee

For example, if the previous customer rate was \$20 and the collection component was \$15, and the disposal component was \$5, and the previous CPI was 143.2, and the new CPI is 144.3, and the disposal fee will increase from \$80 to \$90, then the new customer charge would be calculated as follows:

$$\text{New collection component} = \$15 + ((144.3 - 143.2) / 143.2) = \$15.12$$

$$\text{New disposal component} = \$5 \times (90 / 80) = \$5.62$$

Therefore the new customer rate is \$15.12 + \$5.62, or \$20.74.