



COMPREHENSIVE  
GARBAGE, RECYCLABLES, AND COMPOSTABLES  
COLLECTION SERVICES CONTRACT

City of Snoqualmie  
and  
Waste Management of Washington, Inc.

June 1, 2025 – May 30, 2032

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Collection Services Contract  
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EXHIBIT A: Service Area

EXHIBIT B: Contractor Rates

EXHIBIT C: Recyclables List

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This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract"), having been approved by the Snoqualmie City Council at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2024, is hereby entered into by and between the City of Snoqualmie, a municipal corporation (hereafter "City"), and Waste Management of Washington, Inc., a Delaware corporation (hereafter "Contractor").

## **RECITALS**

**WHEREAS**, the City has conducted a Request-for-Bid process to select a contractor to provide Garbage, Recyclables, and Compostables collection and processing services ("Services") to all residents, businesses, and institutions located within the Service Area; and

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

**WHEREAS**, having completed the competitive process, the City has selected the provider who is best qualified and best equipped to perform and contract for rendering of such Services in the most efficient and economical manner; and

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

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

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

# AGREEMENT

## 1. DEFINITIONS

The following definitions apply to terms used in this Contract:

- 1.1. **Administrative Fee:** A City-defined fee that is included in Customer rates charged by the Contractor structured to cover all City administrative costs incurred to manage and administer this Contract, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed from time to time.
- 1.2. **Bulky Waste:** 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, ovens, dishwashers, washing machines, or dryers), water heaters, furniture (such as chairs, tables, shelves, cabinets, or sofas), mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, stumps, construction or demolition debris, overly large or heavy items, or Unacceptable Waste.
- 1.3. **Can:** A receptacle that is a Customer-provided metal or plastic container not exceeding thirty-two (32) gallons in capacity, fitted with handles and a lid. All Cans shall be rodent and insect-resistant and kept in sanitary conditions by their owner at all times.
- 1.4. **Cart:** A Contractor-provided wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect-resistant.
- 1.5. **Change of Control:** Any single transaction or series of related transactions, including a merger or sale of assets or shares or the issuance of new shares, any change in voting rights of existing shareholders, or any other change in beneficial ownership, that results in a transfer of twenty-five percent (25%) or more of the beneficial interest in the Contractor 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, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change of Control.
- 1.6. **City:** City of Snoqualmie, in King County, Washington. As used in the Contract, use of the term "City" may include reference to the City Manager or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City.
- 1.7. **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.
- 1.8. **Compostables:** Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers. Shredded uncontaminated paper shall be accepted as a Compostable material unless disallowed by the Contractor's composting processor.

- 1.9. **Contractor:** Waste Management of Washington, Inc, which has contracted with the City to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.
- 1.10. **Container:** Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.
- 1.11. **Contract:** This Contract for comprehensive Garbage, Recyclables, and Compostable collection services.
- 1.12. **Contract Term:** Term of this Contract as provided for in Section 2.
- 1.13. **County:** King County in Washington State.
- 1.14. **Curb or Curbside:** Customers' property, within five feet (5') of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five feet (5') of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.
- 1.15. **Customer:** All account-holders of the Contractor's services within the City under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered.
- 1.16. **Customer Service:** The assistance, advice, and information provided by the Contractor to Customers and potential customers within the City.
- 1.17. **Date of Commencement of Service:** June 1, 2025, which is the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.
- 1.18. **Date of Execution:** The date that this Contract is executed by all signatories.
- 1.19. **Day or Days:** Calendar days unless otherwise specified.
- 1.20. **Detachable Container:** A watertight metal or plastic loose or compacting receptacle 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.
- 1.21. **Driveway:** A privately-owned and maintained way that connects one (1) or more Residences or parking area/garage/carports with a Private Road or Public Street.
- 1.22. **Drop-box Container:** A watertight, all-metal loose material or compactor receptacle with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.
- 1.23. **Environmental Law:** Any applicable federal, state, or local law, statute, regulation, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.
- 1.24. **Extra Unit:** Excess material that does not fit in the Customer's primary Container. An Extra Unit is equal to thirty-two (32) gallon equivalent for Carts and one half (1/2) yard equivalent for Detachable Containers.



- 1.25. **Fixed Annual Charge:** The amount of the annual County-wide Fixed Annual Charge that the County has calculated is allocable to the City Service Area and owed by Contractor to fund certain elements of the County's disposal system, in accordance with King County Code 10.12.021(B).
- 1.26. **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of Food Scraps handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.
- 1.27. **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current King County sharps policy. The term "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, Source-separated Compostables, or Unacceptable Waste.
- 1.28. **Hazardous Waste:** 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 federal, State, or local 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:
  - i. 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., as may be amended; 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.
  - ii. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW.
  - iii. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

- iv. Any substance that ceases to fall within this definition after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.
- 1.29. **King County Disposal System:** The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between the City and King County.
- 1.30. **Multifamily:** A multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service. This includes shared Containers as well as individual Containers for each Residence.
- 1.31. **Office Hours:** The times during which a Contractor administrative and management staff shall be available to respond to City staff inquiries. Office Hours shall be 8:00 a.m. through 5:00 p.m., Monday through Friday of each week. Holidays, as defined by King County's transfer station schedule, are excluded.
- 1.32. **On-call:** The provision of specified services only upon direct phone, written, or e-mailed request of the Customer to the Contractor. Services must be provided within five (5) business days of Customer's initial request.
- 1.33. **Party or Parties:** The City and/or the Contractor.
- 1.34. **Private Road:** A privately-owned and maintained way that allows for access by a service vehicle and that serves one or multiple Residences.
- 1.35. **Public Street:** A public right-of-way used for public travel by motor vehicle, including public alleys.
- 1.36. **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.
- 1.37. **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.
- 1.38. **Residence/Residential:** A Single-family and/or Multifamily living space individually rented, leased, or owned.
- 1.39. **Service Area:** The initial service area boundaries shall be a portion of the corporate boundaries of the City, which are currently as shown on Exhibit A hereto. In the event of a change to the corporate boundaries of the City, the Service Area may be changed in accordance with the Annexation Section.
- 1.40. **Single-family Residence:** All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road.
- 1.41. **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, and other materials.
- 1.42. **State:** The State of Washington.
- 1.43. **Strike Contingency Plan:** The plan the Contractor shall develop pursuant to Strike and labor disruptions Section of this Contract.
- 1.44. **Tipping Fee:** The per-ton disposal fee assessed by the County on the Contractor for Garbage delivered to County disposal facilities.

- 1.45. **Transition and Implementation Period:** The entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service.
- 1.46. **Transition and Implementation Plan:** The plan that the Contractor shall develop pursuant to the Transition and Implementation Section of this Contract.
- 1.47. **Unacceptable Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by federal, State, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
- 1.48. **WUTC:** Washington Utilities and Transportation Commission.
- 1.49. **Yard Debris:** Leaves, grass, prunings, branches, and small trees. Materials larger than four inches (4") in diameter or four feet (4') in length are excluded. Bundles of Yard Debris up to two feet (2') in diameter by four feet (4') in length and no more than fifty (50) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six feet (6') in height are acceptable. Kraft paper bags, or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

## 2. TERM

The Term of this Contract is seven (7) years starting on the Date of Commencement of Service. The Contract shall automatically extend for one (1) year in duration, for up to two (2) extensions, unless the City provides written notice to the Contractor at least one hundred eighty (180) Days before the expiration of the Contract term or the expiration of a previous extension. Any extension shall be under the terms and conditions of this Contract, unless the Parties agree otherwise in writing.

## 3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- i. *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under State laws, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- ii. *Authority.* This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- iii. *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.

- iv. *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 to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.
- v. *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 Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

## **4. GENERAL COLLECTION REQUIREMENTS**

### **4.1. Service Area**

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

#### **4.1.1. 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 such additionally annexed territory 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 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 Comprehensive Garbage, Recyclables, and Compostables Collection Contract

such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs and attorney fees arising out of the Contractor's service in such annexed territory under this Contract.

In the event that additional territory is added to the Contract Service Area, the City acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and therefore, shall not charge performance fees 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.

## **4.2. Collection Days and Hours**

All collections by Contractor shall be made between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, unless the City authorizes a temporary extension of hours and/or weekend collection as noted otherwise in this Contract. Saturday collection shall not be made before 8:00 a.m. and Sunday collection shall not be made before 9:00 a.m.

If complaints are received from Residential Customers that the Contractor violates the provision of the City's noise code, the Contractor shall reroute or otherwise mitigate the noise complaint(s) to the City's satisfaction. The Contractor shall provide a written explanation to the City of its reroute or mitigation of the noise complaint(s).

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material. Collection for each Customer's material stream should be made as close to a consistent time as possible.

All times listed in this Contract are Pacific Time unless otherwise stated.

Collection before or after times specified in this section shall be cause for performance fees.

### **4.2.1. Holiday Schedules**

The Contractor shall observe the same holiday schedule as the King County transfer stations. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) Day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website, on the Contractor's social media accounts, and to general news media in the Service Area by the Contractor at least one (1) week but not more than two (2) weeks prior to the holiday affecting service.

### **4.3. Routing and Rerouting**

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from Single-family Residences. The map shall be updated within thirty (30) days of changes in routing, provided to the City, and posted on Contractor's website.

The Contractor may change the day of collection by giving notice at least forty-five (45) Days prior to the effective date of the proposed change after first obtaining written approval from the City. Reroutes shall be implemented within ninety (90) Days of the City's approval.

The Contractor shall provide affected Customers with written notice of pending changes of a collection day at least two (2) weeks in advance with an additional contact through phone or email within one (1) week of implementation, all at no cost to the City or Customers. The Contractor shall obtain prior written approval from the City of the notice to be given to the Customer. Routing changes shall be implemented in a manner that ensures that no Customer shall receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) Days between collection days during the shift to the new collection date).

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from material collected from non-Service Area customers. Mixing of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees.

### **4.4. Private Roads and Driveways**

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this section. If necessary and reasonably feasible, the Contractor shall use smaller limited-access service vehicles as necessary to provide service to those Customers. 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 shall document the condition for the City and Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes that there is a probability of Private Road or Driveway damage due to the Contractor's vehicles for servicing or turning around, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form previously approved by the City. If the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

### **4.5. Employee Conduct**

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

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 flowerbeds, hedges, planting strips, 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 a 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 the Services is, in the sole 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. The City reserves the right to request at any time that the person be removed from all performance of additional work under this Contract. The Contractor shall remove the employee from Contract work within four (4) hours of City notification.

Repetition of complaints on a route after notification under this section shall be cause for performance fees.

#### **4.6. 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 unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers, threatening or intimidating behavior toward the Contractor, 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, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to problem Customers; however, the Contractor may discontinue service to a problem Customer after prior written notice is given to the City of the intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or email 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 discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

#### **4.7. Missed Collections**

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that have 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 within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by Noon, the missed pick-up shall be collected that same day that notice is given. If there are any changes to the recovery collection day, the Contractor shall communicate to the Customer. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports.

For missed collection at no fault of the Customer, the Contractor shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge including any material on the ground.

In the event of a missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions), the Contractor shall notify both the City and affected Customers the same day as the service disruption and provide details of recovery collection. A block segment is defined as one side of a street, between cross streets, not to exceed fifty (50) houses.

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

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 may 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 shall not be liable for a missed collection in such case. Missed collections under this section shall be cause for performance fees.

#### **4.8. Service Disruptions**

If the Contractor experiences a service disruption including due to weather, it shall notify the City by 7:00 a.m. that same business day of its collection plans and outcomes for each day that service disruptions are experienced. If disruptions start after 7:00 a.m., the Contractor shall notify the City within one (1) hour of a decision to change collection plans.

All service disruption policies shall be included in program information provided to Customers. On each day of service disruptions, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by the City notifying Customers of the modification to the collection schedule. The Contractor shall use automated dialing services email, and/or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or to opt out of communications. The Contractor shall update its website and any City-specific social media account(s) with disruption-related messaging and provide the City with social media appropriate language as soon as possible, but at least by 8:00 a.m. If disruptions occur after 8:00 a.m., the Contractor shall update its website and any City-specific social media account(s)



with disruption-related messaging and provide the City with social media appropriate language within one (1) hour of a decision to change collection plans.

Following notification to the City, the City may provide the Contractor temporary authorization to perform recovery collection services outside the regular service days and hours following service disruptions in order to finish collection routes.

The Contractor shall notify affected Customers the same day as the service disruption and provide details of recovery collection. Delayed or interrupted collections as described in this section are not considered service failures for purposes of the Failure to Perform Section.

#### **4.8.1. Inclement Weather**

When weather conditions are such that continued operation would result in danger to the Contractor's employees, area residents, or property, the Contractor shall collect only in areas that do not pose a danger.

Multifamily and Commercial Customers with interrupted service shall receive recovery collection on the next collection day that it is safe to do so, including Saturdays.

The Contractor shall collect Garbage, Recycling, and Compostables from Single-family Customers with interrupted service on the next regularly scheduled collection day for that Customer when it is safe to do so. For example, if a Tuesday Customer was missed due to inclement weather, then material shall be collected the following Tuesday if it is safe to do so.

If successive weather events occur on the same Single-family scheduled collection day(s) two collection cycles in a row for a single collection day, an additional collection shall be made on the next possible day that same week. For example, if a Tuesday Customer was missed two (2) consecutive weeks, then recovery collection should occur on Wednesday or as soon as it is safe to do so.

However, if multiple Single-family collection days are missed due to disruptions in multiple weeks, recovery collections shall be made on the next regularly scheduled collection day. For example, if both Tuesday and Wednesday Customers are missed two (2) weeks in a row, then recovery collection would occur the following week on the regularly scheduled collection day. Under this circumstance, the Contractor shall also provide temporary Single-family Residential Garbage and Recycling collection sites using driver-staffed Drop Box Containers or other suitable equipment for a minimum of seven (7) hours as mutually agreed upon between the City and Contractor, with no additional charge assessed for such temporary service.

The Contractor shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

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

#### **4.8.2. Extreme Heat**

It shall not be a violation of the City's Public Disturbance Noise code, Chapter 9.36 SMC, for the Contractor to implement early collection for Single-family customers starting at 6:00 a.m. on any day when Accuweather forecasts temperatures to reach ninety degrees (90°) Fahrenheit or higher in the City's downtown area, so long as the Contractor notifies the City and Customers at least 18 hours in advance of its early collection plans. Notification is required for each day early collection is implemented and shall include automated Customer calls and website messaging. The Contractor shall make good faith efforts to provide a return trip within one (1) business day, including Saturdays, at no-cost to any Customer who may be missed due to the early collection; provided, however, that a make-up collection that does not occur within one (1) business day shall not be subject to performance fees.

#### **4.8.3. Strike and Labor Disruptions**

At least ninety (90) Days prior to the expiration of any labor agreement affecting personnel that Contractor is reasonably relying on to provide the Services performed under this Contract, the Contractor shall provide the City in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response shall take the form of a Contractor-prepared Strike Contingency Plan, which shall address in detail:

- i. The Contractor's specific staffing plan to cover Contract Services during a labor disruption, 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 seven (7) Days following the initiation of the disruption.
- ii. 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.
- iii. Identification of temporary Drop-box Containers or Contractor-staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
- iv. 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 its regular schedule (e.g. a wildcat strike) within seven (7) Days following the initiation of the disruption.

A Strike Contingency Plan, once provided by the Contractor to the City, shall remain in effect until superseded by a replacement Strike Contingency Plan, regardless of the passage of time since it was first provided. A replacement Strike Contingency Plan shall be clearly marked by Contractor to indicate which prior Strike Contingency Plan it is replacing.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep the City informed of the status of active labor negotiations affecting the Services hereunder on a timely 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 three (3) hours by phone and email of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate a Comprehensive Garbage, Recyclables, and Compostables Collection Contract

part or all of its entire Strike Contingency Plan. At the close of each service day during a labor disruption, the Contractor shall report to the City via email the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

Contractor shall update their website and any City-specific social media account(s) with messaging of any service delays or service changes due to labor disruption and provide the City with social media appropriate language as soon as possible, but at least by 8:00 a.m.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding Monday through Friday.

In the event that a disruption lasts more than one full Single-family Residential collection cycle, the Contractor, with prior approval from the City, shall provide staffed Drop-box Containers or packer trucks from 9:00 a.m. to 6:00 p.m. for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

For labor disruptions of any kind, the Contractor is not obligated to extend credit to missed Customers who do not receive service if the Contractor collects the Customers' accumulated Garbage, Recycling or Compostables, as applicable, the week immediately following the first missed service. If the Contractor does not collect all of a Customer's accumulated Garbage, Recycling or Compostables, as applicable, on the immediately following service day after a missed service (i.e., within five (5) business days after the missed service), the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata service component on the Customer's next regular invoice. For Single-Family Customers with weekly Garbage, embedded weekly Recycling, and embedded weekly Compostables, thirty-four percent (34%) of the service component shall be allocated to Garbage and thirty-three percent (33%) to each Recycling and Compostables for the purposes of determining the appropriate credit.

The City and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of labor disruptions to Customers and the City. The Contractor shall pay the City monthly by the tenth (10<sup>th</sup>) Day of the following month:

- i. A cost reimbursement amount of one thousand dollar (\$1,000) for each day of labor disruption to reimburse staffing and other costs for managing the impacts of the labor disruption (e.g., rapid-response communications, customer inquiries and complaints, coordination with Contractor on expected timing of resumption of Services).
- ii. A performance fee of two thousand five hundred dollars (\$2,500) a day for each day of labor disruption from the first (1<sup>st</sup>) day to the seventh (7<sup>th</sup>) day of the labor disruption.
- iii. A performance fee of five thousand dollars (\$5,000) a day for each day of labor disruption from the eight (8<sup>th</sup>) day to fourteenth (14<sup>th</sup>) day of the labor disruption.
- iv. A performance fee of ten thousand dollars (\$10,000) a day for each day of labor disruption for every day beyond the fourteenth (14<sup>th</sup>) day of labor disruption.

The performance fees listed as (ii) through (iv), above, are intended to apply to any labor disruption involving a complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees

that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of one thousand dollars (\$1,000) 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's invoice.

Fees paid by the Contractor under the terms of this section are not regular performance fees and shall not be counted in the cumulative performance fee default threshold.

#### **4.8.4. Disruption Due to Construction**

The City reserves the right to construct any improvement or to permit any construction in any Public Street in the 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 and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra cost to the City or Customers.

#### **4.8.5. Other Service Disruptions**

When closure of roadways providing access or other non-weather related and non labor-related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall notify the City promptly upon the occurrence of the event and shall thereafter collect materials from Multifamily and Commercial Customers on the next available day and Single-family Customers on their next regularly scheduled service day for that Customer. For example, a Tuesday Single-family Customer will have recovery collection the following Tuesday. The Contractor shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

#### **4.9. Containers**

Contractor fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers or Containers used for compacted services.

Single-family, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Cans may be used for excess volumes of Garbage, but not as a Customer's primary container. Customers may change Container sizes and service frequency without restriction or additional cost.

Customers may elect to own or secure secondary Containers from other sources and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor’s collection equipment. The Contractor shall handle the Customer-owned Containers in such a way as to prevent undue damage, and shall be responsible for unnecessary or unreasonable damage to or for unrequested removal of Customer-owned Containers. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on Customer-owned Containers upon request.

Collection crews shall note missing or damaged lids, missing or damaged hinges, holes, excessive rust, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Containers, and replace the Container within three (3) business days at no cost. Any container that is damaged or missing on account of an accident, act of nature or the elements, fire, theft, or vandalism by a third-party shall be replaced within three (3) business days after notice from the Customer or the City at no cost. Any Contractor-supplied Container found to be leaking shall be replaced by the Contractor within one (1) business day. In the event that a Cart is inadvertently lost into a collection vehicle or damaged during collection due to mechanical or operator error, the Customer shall be notified on the same day of the incident and a replacement Cart shall be provided within one (1) business day of the loss at no cost. Replacement Containers may be used and reconditioned, but shall be presentable and cleaned before delivery to the Customer. Unusable Containers shall be recycled to the extent possible. Failure of the Contractor to comply shall be cause for performance fees.

In the event that a Customer repeatedly damages a Container due to negligence or intentional misuse, the Contractor shall forward in writing the Customer’s name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a City-approved Container repair or replacement fee, provided the City provides previous written approval.

**4.9.1. Container Colors and Labeling**

Contractor-provided Carts and Detachable Containers shall adhere to the colors listed below:

<b>Material Type</b>	<b>Container Color</b>
Garbage	Gray
Recyclables	Blue
Compostables	Green

Any existing green Detachable Garbage Containers shall be retained in-place and continue to be used through the end of their useful life. Replacement Containers shall meet the color requirements above.

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 intended material for 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 unless the City provides written permission.

All distributed Containers shall be clearly labeled with City-approved artwork. Container stickers, labels, and/or decals shall include material type, preparation instructions, and contact information that include both a Customer Service phone number and website address. Information shall be printed in a size that is Comprehensive Garbage, Recyclables, and Compostables Collection Contract 16

easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All Detachable Containers and Drop-box Containers shall also have a sticker affixed that indicates no charge for replacement or repair for leaky or broken Containers, and provides a phone number to call.

The Contractor shall thoroughly inspect and relabel Containers with worn, faded, ripped, outdated, or otherwise noncompliant labels within one hundred twenty (120) Days of the Date of Commencement of Service with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services.

Labels shall be replaced when faded, damaged, or upon the City or Customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor at their sole expense shall reproduce and reattach labels on all Containers. The City may, at its option, provide labels to the Contractor to be affixed on Containers. The City shall reimburse the Contractor the cost of applying the City’s labels.

Failure to maintain clean, sanitary, properly painted, and properly labeled Containers in good condition for material storage and handling shall be cause for performance fees.

**4.9.2. Carts**

The Contractor shall offer Carts in the following sizes to Customers:

<b>Material Type</b>	<b>Cart Size</b>
Garbage	Twenty (20) gallon Thirty-two (32) or thirty-five (35) gallon Forty-five (45) gallon Sixty-four (64) gallon Ninety-six (96) gallon
Recyclables	Thirty-two (32) or thirty-five (35) gallon Sixty-four (64) gallon Ninety-six (96) gallon
Compostables	Thirty-two (32) or thirty-five (35) gallon Sixty-four (64) gallon Ninety-six (96) gallon

In-place Carts carried over from the previous City contract shall be washed upon Customer request at no charge, provided that the request is received within one hundred and twenty (120) days of the Date of Commencement of Service. The Contractor shall notify Customers of this service in promotional materials released during the rollout of this Contact.

All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, Contractor shall replace the sticker within seven (7) days of being notified by the Customer or City.

All Carts shall be maintained by the Contractor in good condition for material storage and handling, and contain no jagged edges or holes. Carts should also 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 Contractor shall make available wildlife-resistant Carts to requesting Customers at the additional surcharge provided for in Exhibit B.

The Contractor shall offer On-call Cart cleaning to all Customers at the charges listed in Exhibit B unless otherwise noted. Annual Compostable Cart cleaning shall be offered to Multifamily and Commercial Customers at no cost.

#### **4.9.3. Detachable Containers**

The Contractor shall offer Detachable Containers in the following sizes to Customers:

- i. One (1) cubic yard
- ii. One and a half (1.5) cubic yard
- iii. Two (2) cubic yard
- iv. Three (3) cubic yard
- v. Four (4) cubic yard
- vi. Six (6) cubic yard
- vii. Eight (8) cubic yard

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers three (3) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Containers found to be out of compliance (e.g. leak, have jagged edges, have holes, missing wheels, missing or damaged lids, etc.) shall be replaced within one (1) business day of notification by Contractor's employees, Customer, or the City, and if not replaced or repaired within that time, shall be cause for performance fees.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being put back into service. The Contractor shall provide a fee-based On-call Detachable Container cleaning service to Customers.

As between the Contractor and the City, all Detachable Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one (1) business day any Detachable Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Specialist, King County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Detachable Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Detachable Containers immediately prior to and after collection. Any disputes arising between the Comprehensive Garbage, Recyclables, and Compostables Collection Contract

Contractor and a Customer as to what constitutes a “significantly sloped hill” or a “safety hazard” shall be submitted in writing to the City, and the City’s decision shall be final. Detachable Containers shall be replaced after emptying in the same location as found, with the lid closed.

Detachable Containers shall not be placed by the Contractor, or kept for use by the Customer, in any City Public Street. Any Detachable Container located in any City Public Street at any time is at the Contractor’s risk and not the City’s. Any Detachable Container located in City Public Right of Way is in violation of this section and shall immediately be removed upon request by the City.

#### **4.9.4. Drop-box Containers**

The Contractor shall offer Drop-box Containers in the following sizes to Customers:

- i. Ten (10) cubic yard
- ii. Fifteen (15) cubic yard
- iii. Twenty (20) cubic yard
- iv. Twenty-five (25) cubic yard
- v. Thirty (30) cubic yard
- vi. Thirty-five (35) cubic yard
- vii. Forty (40) cubic yard

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.

As between the Contractor and the City, all Drop-box Containers on Customers’ premises are at the Contractor’s risk and not the City’s. The Contractor shall repair or replace within one (1) business day any Drop-box Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance staff, King County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Drop-box Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

Drop-box Containers shall not be placed by the Contractor, or kept for use by the Customer, in any City Public Street. Any Drop-box Container located in any City Public Street at any time is at the Contractor’s risk and not the City’s. Any Detachable Container located in City Public Right of Way is in violation of this section and shall immediately be removed upon request by the City.

#### **4.9.5. Ownership**

At the end of the Contract Term or in the event the Contract is terminated for any reason, all Carts at Customer locations used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. The City may elect to assign this potential ownership of these Containers to a third-party and shall provide notice to the Contractor.

At the end of the Contract Term or in the event the Contract is terminated 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 and/or Drop-Box Containers for use by the successive contractor. In the event that Contractor’s Containers are purchased or assigned, the sale price shall equal fifty percent (50%) of the average new price for each Container, based on the average price from three (3) manufacturers at the time of the termination. 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.

Temporary Containers, Compactor Drop-box Containers leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

The City in advance accepts all such Containers in their "as-is, where-is" condition. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercising of its rights under this section or any use made of any such Containers after they become the property of the City or assignee of the City. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

#### **4.9.6. Container Weights**

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism, or collection vehicle. Overweight Containers shall be left uncollected and tagged with written notification as to why it was not collected. For Drop-box Containers, the combined weight of the Drop-box and contents must not cause the collection vehicle to exceed legal road weight limits.

Any loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

#### **4.9.7. Container Removal**

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) Days of the cancellation or upon three (3) business days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g., Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

#### **4.10. Vehicles**

The Contractor shall provide to the City, by the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, vehicle identification number, current mileage, and exterior condition) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time and shall include the revised inventory in the annual report. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. The City reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

The Contractor shall maintain all vehicles to ensure that no liquid wastes or oils are discharged to Customer premises or streets. All collection, service, and supervisory vehicles the Contractor uses shall be equipped with a minimum ten (10) gallon capacity spill kit. Any vehicles not meeting these standards shall not be used within the Service Area until repairs are made.

Failure to comply with the Vehicles Section shall be cause for performance fees.

#### **4.10.1. Collection Vehicles**

The Contractor shall use collection vehicles no greater than ten (10) years old, based on model year, for Garbage, Recyclables, and Compostables collection services performed under this Contract.

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

Collection vehicles shall have a switchable placard that clearly indicates the material stream currently being collected by that vehicle. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to approval by the City.

Collection vehicles shall be maintained in excellent condition at all times, which includes but is not limited to being clean and sanitary, and thoroughly washed at least once each week. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. All damaged or rusted Collection vehicles shall be repaired and/or repainted if damage or rust is visible on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all local, State, and federal safety requirements and be in a condition satisfactory to the City. All collection vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle which clearly indicate the vehicle inventory number. The Customer Service phone number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, sign locations, and the phone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, and Customer Service phone number and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted, upon the City's prior written approval. In addition, any Contractor vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard shall show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example T-1, T-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All collection vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

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

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

#### **4.10.2. Back-up Collection Vehicles**

Back-up collection vehicles used fewer than thirty (30) Days a calendar year shall not be subject to the age requirement that applies to regularly-used vehicles, but those vehicles shall be presentable, in safe working order, not leaking fluid, and subject to all other conditions of the Vehicles Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's annual report.

#### **4.11. 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.

The Contractor shall carry a spill kit within every collection vehicle that remains stocked with supplies for containing spillage and leakages until the spillage or leakage can be cleaned up. All operators shall be trained on proper use of spill kit and spill containment methods.

Any spillage or leakage of load materials or vehicle gas, oils, or other fluids upon the road surface or exposed appurtenances that occurs during collection or transportation shall be contained as soon as the Contractor is aware to prevent materials or fluids from reaching the City's municipal storm system. The Contractor shall clean up and/or remove any associated spillage or leakage within four (4) hours of the Contractor's knowledge at Contractor's sole expense. The Contractor shall report to the City immediately, and document the spillage or leakage.

Cleanup and removal of any spillage or leakage entering the City's municipal storm system shall be initiated as soon as the Contractor is aware. The Contractor shall clean up and/or remove any associated spillage or leakage within four (4) hours of the Contractor's knowledge at Contractor's sole expense. The Contractor shall report to the City immediately, and shall document the location of the leakage, the time and date of the incident, the approximate volume, the material type, the cause of the incident, and the cleanup methods used, including taking pictures before and after clean-up or removal, then provide this documentation to the City.

The Contractor shall receive approval from the City if cleanup is expected to exceed the required time frame, which shall not be unreasonably withheld by the City. Spillage or leakage not cleaned up or removed by the Contractor within the required time frame shall be cause for performance fees and may

be subject to fines and penalties pursuant to City Code. The Contractor expressly acknowledges it is solely responsible for any federal, State, or local violations, which may result from said leakage or spillage.

#### **4.12. Safeguarding Public and Private Facilities**

Contractor shall protect all public and private improvements, facilities, and utilities whether located on public or private property, including, but not limited to, streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify the City in writing of all damage within four (4) hours of its knowledge of such damage, and Contractor shall repair or replace the same. If the damage creates an immediate public safety issue that requires an immediate response, Contractor shall, along with notifying the City in writing, call the City to inform them of such matter. If Contractor fails to repair or replace the damage 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 Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of Contractor, and the Contractor shall indemnify, defend, protect, and hold the City harmless for any such damages or legal implications from said actions pursuant to the Indemnification Section of this Contract.

#### **4.13. Disposal and Processing**

##### **4.13.1. Garbage Disposal**

Unless otherwise directed by the City, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement with the County), shall be delivered to the King County Disposal System in compliance with all King County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the 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. The Contractor shall be liable and legally responsible 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 damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable 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 photograph conditions and leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material; provided, however, that the residual is appropriately disposed of within the King County Disposal System.

The processing of such Recyclable material shall only be undertaken with the prior written approval of the County and the City and in accordance with the Solid Waste Interlocal Agreement between the County and the City. Contractor in all such instances shall charge Customers no more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no higher than those provided for in Exhibit B. Failure of the Contractor to comply shall be cause for performance fees.

#### **4.13.2. Recycle and Compost Processing**

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or Compostables), unless express prior written permission is provided by the City. The Contractor shall use processing facilities that:

- i. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials.
- ii. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered.
- iii. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
- iv. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

Any non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes that are collected and disposed of as Garbage shall be cause for performance fees.

The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those incoming materials and that maximum cost-effective recovery is a primary objective of the City's collection programs.

##### **4.13.2.1. Contamination Reduction Program**

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that more than five percent (5%) contamination is reasonably apparent in the Container, the Contractor shall document the contamination and communicate the specific contamination for the Customer through a phone call, email, or Container tag within one (1) business day. The Customer shall also receive educational messaging, materials, and resources for proper Recycling.

- i. If a Customer receives a second tag and/or contamination notification within ninety (90) Days from the date the first contamination tag is issued, then the Contractor shall send the Customer personalized communication with photo documentation for both instances of contamination and an explanation of why materials cannot be accepted.

- ii. If the Customer receives a third tag and/or contamination notification within ninety (90) Days from the date the first contamination tag is issued, then the Contractor shall call and/or visit the Customer to review previously provided information and assist in resolving the contamination.
- iii. If the Customer receives a fourth tag and/or contamination notification within ninety (90) Days from the date the first contamination tag is issued, then the Contractor shall call and/or visit the Customer again to provide documentation of contamination, further assist in resolving the contamination issues, and notify the Customer that their Recycling and/or Compostables service may be placed on suspension if repeated contamination continues.
- iv. If the Customer continues to set out contaminated Containers, the Contractor shall work with the City to determine if the Customer's Recycling and/or Compostables service should be suspended. Customers with suspended service due to contamination may restore their service by participating in educational training provided by the Contractor.

In addition to Container tagging, the Contractor shall work with City staff to develop contamination reduction programs for each sector. If the contamination reduction program does not result in a measurable decrease in contamination after a year, the program shall be adjusted or a new program shall be developed to address contamination. The Contractor shall develop the new program in consultation with the City and shall implement the program on approval of the program by the City. The program may be reviewed and adjusted at any time if the Parties agree that review and adjustment are appropriate. The Contractor shall provide the City with aggregate contamination data that is collected and maintained by the Contractor.

#### **4.14. Coordination with City**

##### **4.14.1. Site Planning and Building Design Review**

The Contractor shall, upon request and without additional charge, make available site planning assistance to either the City and Customers or potential Customers, and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area, and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project which includes consideration of surface water drains and ditches, strategies for containment of leaks, and reduction of interior and exterior noises and emissions. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

##### **4.14.2. 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 partial or City-wide basis, or as negotiated between the City and Contractor. 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 City and Contractor each agree to negotiate in good faith to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for Comprehensive Garbage, Recyclables, and Compostables Collection Contract

implementation. Notwithstanding the foregoing or anything else in this Contract, City shall not implement any pilot program that conflicts with the exclusive rights granted to Contractor by this Contract.

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

#### **4.14.3. Emergency Response**

The Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B.

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. 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 (FEMA), 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.

#### **4.14.4. Monitoring and Evaluation of Operations**

The Contractor's supervisory and management staff shall meet with the City in person or via phone/video conference, at the City's option, on a weekly basis during the Transition and Implementation Period and monthly throughout the term of the Contract to discuss operational and Contract issues.

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

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer Service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal Office Hours and shall be supervised by the Contractor's staff.

#### **4.14.5. Performance Review**

The City may, at its option, and upon at least one (1) week's prior written notice to the Contractor, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer Service standards, and a financial audit of the Contractor's billed revenue and Administrative Fees invoiced to the City. The Contractor agrees to fully

cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) Days of completion. Should the City determine that the Contractor fails to meet the Contract performance or reporting requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) Days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) Days, the City may allow the Contractor additional time to comply, accept other remedies for the failure or proceed with the contract default process pursuant to the contract default provisions of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this section or Performance Fee Section for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

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

#### **4.15. Transition and Implementation of Contract**

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) Days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall be subject to the City's prior written approval. It will cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall also specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor's operations and management staff shall be available for weekly meetings with the City, at the City's request, during the Transition and Implementation Period. The Contractor shall provide billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for the City to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational



materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and must be printed on one hundred percent (100%) post-consumer recycled-content paper. The City shall be provided a minimum of two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City's prior review and written approval.

## **5. COLLECTION SERVICES**

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers unless Container rental for a particular service is specifically listed in Exhibit B.

### **5.1. Single-family Residence Service**

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers. Containers shall be delivered by the Contractor to requesting Customers within three (3) business days of the Customer's initial request unless otherwise noted.

#### **5.1.1. Garbage Collection**

The Contractor shall provide weekly Garbage collection services to Single-family Customers at rates listed for each subscription level in Exhibit B. The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) or thirty-five (35) gallon Cart.

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-family Residence Customers in, and properly prepared and contained materials adjacent to, Garbage Carts, Cans, and bags. Each Customer's initial Container must be a Contractor-provided Container, provided that Garbage in excess of the Customer's initial Container may be bundled or placed in Customer-owned Cans and/or plastic bags.

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 additional charge to the Customer. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position.

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 one (1) business day prior to that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

### **5.1.2. Recyclables Collection**

The Contractor shall provide weekly Recyclables collection services to Single-family Customers as part of Garbage collection services, at no additional charge.

Customers may choose any Recycling Cart size. A Customer may receive one (1) additional Recycling Cart with Service at no additional charge. Additional Recycling Cart Service above the two (2) provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The Contractor shall collect all Residential Recyclables from Single-family Residences that are placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to use their own Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

If large quantities of Residentially-generated cardboard (e.g., moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear notification of the collection delay is provided to the Customer.

The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. With the exception noted in Exhibit C, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2'). If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The 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 Exhibit C list.

### **5.1.3. Compostables Collection**

The Contractor shall provide weekly Compostables collection services to Single-family Customers as part of Garbage collection services, at no additional charge.

The default Compostables Cart size shall be ninety-six (96) gallons, but other available sizes shall be provided to those Single-family Customers requesting less capacity. Additional Compostables Cart service shall be provided by the Contractor at the rate provided in Exhibit B. The additional Compostables Cart service includes the provision of the Cart, collection, and composting costs. Customers may also rent additional Compostables Carts without service (rental only) at the rate provided in Exhibit B.

Compostables in excess of the subscribed service level shall be collected and properly charged as Compostables Extra Units to the Customer at rates listed in Exhibit B.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Yard Debris. Food Scraps shall be contained in the initial Compostables Carts, and only Yard Debris shall be placed in bags, bundles, or Cans.

The Contractor shall offer Single-family Residential Compostable Customers an additional Compostables clean-up program that allows each Single-family Customer to place one (1) additional bag, bundle, or Can of Compostable material once each year at the Curb for collection on the Customer's regular Compostables collection day. The Contractor shall track usage to ensure that no Customer uses more than their allowed one (1) collection per calendar year, unless they pay for Extra Units.

#### **5.1.4. Carry-Out Service**

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers at no additional charge in cases where the Customer reports that no household member has the ability to place Containers at the Curb.

The Contractor may charge a carry-out surcharge fee to Single-family Residence Customers who do not qualify for the disabled criteria and choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three (3) collection streams.

#### **5.1.5. Service Stops**

Single-family Residential Customers shall have the option of suspending collection services if their Residence will be unoccupied for more than one (1) month due to vacation, seasonal relocation, remodeling, or other reason for vacancy. The Customer shall not be charged for regular services during the service stop period; however, the Contractor may charge a standby fee as provided for in Exhibit B.

### **5.2. Multifamily and Commercial Service**

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers unless noted in Exhibit B. Containers shall be delivered by the Contractor to requesting Customers within three (3) business days of the Customer's initial request unless otherwise noted.

The Contractor shall not charge fees for providing locks or opening/closing gates for the servicing of any Container. The Container may charge a fee for locking/unlocking Garbage or Compostables Containers as specified in Exhibit B, but not for Recycling Containers. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers

requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

### **5.2.1. Garbage Collection**

The Contractor shall collect all Garbage set out for disposal by Multifamily and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, non-compacted Detachable Containers, and compacted Detachable Containers. Customer-owned or Customer-leased Detachable Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor's equipment.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

Multifamily and Commercial Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by the City.

### **5.2.2. Recyclables Collection**

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers utilizing permanent Drop-box Collection services), shall be collected as part of the Garbage collection services without extra charge. The Contractor shall provide slotted Container lids upon City or Customer request.

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity.

The Contractor shall encourage and promote participation in Recyclables services and shall recommend appropriate relative Container sizes through its site visit and evaluation process.

The Contractor may decline to collect Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications.

### **5.2.3. Compostables Collection**

The Contractor shall provide subscription-based (user fee-based) Compostables collection services to requesting Multifamily and Commercial Customers unless otherwise noted. Multifamily and Commercial Customer Compostables collection shall occur at least weekly, as subscribed for and requested by the Customer.

The Contractor shall provide collection of Compostables from any requesting Multifamily or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Containers including contaminated or oversized Compostables materials rejected by the Contractor shall

be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

### **5.3. Permanent Drop-Box Container Service**

The Contractor shall provide permanent Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer. For the purposes of this section, a permanent Drop-Box Container Customer is a Customer who retains service for more than ninety (90) Days and has their Container hauled at least once per calendar month.

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for no-cost Recycling services. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor shall charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the container requirement standards. Customer-owned or Customer-leased Drop-Box Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor's equipment.

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 one (1) business day of the Customer's initial request.

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

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that Contractor deliver material to a facility other than the closest King County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (email is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such delivery(ies).

### **5.4. Temporary Container Service**

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers to temporary Customers within three (3) business days.

days of the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged.

If a Customer requests temporary services for Compostable materials and has properly prepared materials, then the material must be composted.

Temporary services shall not exceed ninety (90) Days in duration, unless the Customer has their Container hauled less than once per calendar month, in which case they will continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) Days shall subscribe for regular combined Garbage and Recycling service.

### **5.5. On-call Bulky Waste Service**

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and Commercial Customers. On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Exhibit B to this Contract. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal items, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected such as mattresses and tires.

### **5.6. Special Event Services**

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Carts to special events which are not sponsored by the City at the rates listed in Exhibit B. The Contractor shall provide special event services as a bundle, with each event providing collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure compliance with Washington State event recycling requirements (under RCW 70A.200.100) and that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes of materials disposed of and diverted for recycling and composting.

### **5.7. City Services**

The Contractor shall provide the services in the City Services Section at no additional charge to Customers or the City. The total value of services provided in the City Services Section shall be increased or decreased by a proportional amount reflecting increases or decreases in annual revenues received by the Contractor. In the event that the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, the City will either pay for the additional value

of services, limit the provision of services, or adjust Contractor's rates to reflect the excess cost to Contractor in providing such services.

If the City is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to the City at no charge.

### 5.7.1. City Facilities

The Contractor shall provide Garbage, Recyclables and (as appropriate) Compostables collection to all City-owned municipal facilities and parks as a part of this Contract and at no additional charge. As of the date herein, these facilities consist of the following:

Facility	Address
City Hall	38624 SE River St
Maintenance & Operations Shop	38194 SE Mill Pond Rd
Police Station	34825 SE Douglas St
Water Reclamation Facility	38194 SE Mill Pond Rd
Fire Department	37600 SE Snoqualmie Pkwy
Autumn Park	7121 Autumn Ave SE
Azalea Park	6604 Azalea Way
Borden Park	34818 SE Kinsey St
Bybee Park	348 SE Bybee St
Carmichael Park	34700 SE Sorenson St
Cascade Park	710 Cascade Ave SE
Centennial Fields	39903 SE Park St
Chanticleer Park	7114 Chanticleer Ave SE
Cottonwood Park	7413 Cottonwood Dr SE
Crestview Park	6700 E Crestview Loop SE
Curtis Park	6907 Silent Creek Ave SE
Denny Creek Park	6401 Denny Peak Drive SE
Dogwood Park	7628 Dogwood Lane SE
Eagle Park	6920 Eagle Lake Drive SE
Fisher Creek Park	7805 Fisher Ave SE
Fury Park	7504 Better Way Loop SE
Hoff Park	7227 SE Hoff St
Ironwood Park	36200 SE Isley St
Jacobia Park	9204 Jacobia Ave SE
Jeanne Hansen Park	34226 SE Jacobia St
Kinsey Park	34818 SE Kinsey St
Koinonia Park	34600 SE Gravenstein Ct
Railroad Park & Centennial Log Pavilion	7971 Railroad Ave SE
Raven Park	7517 Raven AVE SE
Riverview Park	39000 SE Park St
Sandy Cove Park	7970 Falls Ave SE
Satterlee Park	9403 Saterlee Ave SE

Facility	Address
Silent Creek Park	7229 Silent Creek Ave SE
Sister Cities Park	8135 Maple Ave SE
Snoqualmie Community Park	35016 SE Ridge St
Snoqualmie Point Park	37580 SE Winery Rd
Stellar Park	34506 Steller Way SE
Stillwater Bog Natural Area	35016 SE Ridge St
Swenson Park	35007 SE Swenson St
Thompson Park	7127 Thompson Ave SE
Three Forks Off-Leash Dog Park	39912 SE Park St
Veterans' Memorial Park	38625 SE River St
Whitaker Park	6813 SE Eagle Lake Dr
Woody Creek Park	36610 Woody Creek Ln

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

In cases in which Garbage, Recyclables, or Compostables are generated through the performance by third-parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables, and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third-parties (e.g., janitorial contractor,) will be collected by the Contractor without charge to the City. Tenants and other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables, and Compostables.

### 5.7.2. City-Sponsored Community Events

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

- i. Big Truck Day
- ii. Chalk the Block
- iii. Egg Hunts
- iv. Movies & Music in the Park
- v. Red, White & Boom Fireworks
- vi. Snoqualmie Winter Lights

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one (1) event every year, the Contractor may negotiate compensation for those additional events.



## **5.8. Excluded Services**

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

## **6. CUSTOMER SERVICE AND COLLECTION SUPPORT**

The Contractor shall be responsible for providing all collection support and management including, but not limited to, Customer Service functions, website, communications, billing, reporting, promotion and education. These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Exhibit B.

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site.

### **6.1. Call Center**

The Contractor shall be responsible for providing Customer Service functions through its call center, including, but not limited to:

- i. Answering Customer phone calls, e-mails, and message requests
- ii. Requesting at start of service Customer's preference for notification of service changes via out-dialer calls, texts, or e-mails
- iii. Informing Customers of current, new, and optional services and charges
- iv. Handling Customer subscriptions and cancellations including right-sizing containers
- v. Receiving and resolving Customer complaints
- vi. Dispatching Drop-box Containers, temporary Containers, and special collections

Call center operations may be remotely provided, but shall be based within the United States of America. The Contractor's call center shall be open and available with Customer Service representatives during call center hours. A minimum of ninety percent (90%) of Customers' calls shall be taken by the primary call center where staff are familiar with the Service Area, and less than ten percent (10%) shall be taken by a backup call center.

#### **6.1.1. Staffing**

The Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests by a live person from all Customers without delay between the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday of each week and no less than four (4) hours on Saturdays, except on holidays. If incoming phone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer Service demands.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than phone, including letters, e-mails, or webpage messages. If

staffing is deemed to be insufficient by the City to handle Customer complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth (4<sup>th</sup>) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the transition and implementation period shall be subject to the City's prior review and approval.

### **6.1.2. Program Knowledge**

The Contractor's Customer Service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, disposal and recycling options for items not accepted by Contractor, and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be forwarded to the City for response.

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

### **6.1.3. Handling of Customer Calls**

All incoming phone calls shall be answered promptly and courteously, with an average speed of answer of less than two (2) minutes, measured from the time the customer is placed in queue to speak with a Customer Service representative by the automated phone answering system. No phone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than ten percent (10%) of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages that are applicable to services provided under this Contract and not misleading to Customers.

A Customer shall be able to talk directly with a live Customer Service representative when calling the Contractor's Customer Service phone number during Office Hours after an automated phone answering system guides Customers through available self-service options. If the self-service options do not resolve or address a Customer's issue, the Customer will be transferred to a live Customer Service representative no later than two (2) minutes from the time the Customer is placed in queue to speak with a Customer Service representative. Self-service options shall be available to Customers 24/7 through an automated phone answering system and the Contractor's website. Customer Service representatives shall provide

accurate and applicable information, and shall not provide confusing, inaccurate, or misleading information.

#### **6.1.4. Complaints and Service 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 phone calls received through the Contractor's voicemail or answering service outside of call center hours shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic communication, and Contractor will respond to 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 a format approved by the City with the monthly report.

#### **6.1.5. Corrective Measures**

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the phone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) Days to implement the corrective measures, except during the Transition and Implementation Period, during which the Contractor shall have seven (7) Days to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees against the Contractor.

### **6.2. Government Relations**

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

- i. Serving as an ombudsperson or liaison for City staff
- ii. Providing City staff with quick resolution on Customer issues, complaints, and inquiries
- iii. Assisting City staff with promotion and outreach to Customers
- iv. Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues

A Contractor-designated service expert shall be accessible by City staff to address emerging problems as needed, and shall return messages (phone, mobile messaging, or email) within four (4) hours of the City's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by City staff. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for City use during all hours, including normal Office Hours.

Failure to meet the City expectations for Customer Service or inability to reach the Contractor's staff via the emergency phone numbers shall be cause for performance fees.

### **6.3. Website**

The Contractor shall maintain a mobile-friendly website containing information specific to the City's collection programs, including the following information at a minimum:

- i. Contact information, noting available hours for each contact method
- ii. Collection schedules
- iii. Current day of collection map
- iv. Material preparation requirements
- v. All available services and options including embedded services
- vi. Rates and fees for all sectors and services including discounts available
- vii. Holiday schedules and resulting delays in collections
- viii. Inclement weather service changes
- ix. Current education and outreach materials
- x. Translation options available
- xi. Other relevant service information for its Customers

The Contractor website shall provide the following functions for Customers to:

- i. Obtain day-of-service information
- ii. Report issues and be able to monitor progress on their issue
- iii. Chat/instant message with a Customer Service agent rather than talk if desired
- iv. Connect to voice services for Customer Service
- v. Review and pay bills
- vi. Manage services
- vii. Switch service levels or order additional services

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of two (2) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient communications manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of Container set-out) shall be implemented as soon as possible but not more than three (3) hours from of the time of request. Changes requested by the City that include a graphical component must be implemented within five (5) business days of the time of the request.

The website shall include information requested by the City translated into Spanish. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. To the extent permitted by applicable law, any Customer data collected in the course of performing functions of this Contract shall be provided to the City upon request, but shall not be sold or otherwise provided to any other party.

Failure to include accurate information and/or required information on the Contractor's website shall be cause for performance fees.

#### **6.4. Communications**

Except in an emergency, all Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, City-specific social media, website, mailed materials, printed materials, and other avenues of planned communications.

The City and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust Customer Service expectations to match Customer preferences. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer Service delivery.

#### **6.5. Billing**

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 every-other-month or quarterly, and Multifamily and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period.

The Contractor's billing cycle parameters include, but are not limited to, the service period, invoice date, due date, late fee date, reminder date(s), Container removal and stop-service date. The City reserves the right to review and provide feedback on the bill template used by the Contractor as to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees in Exhibit B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under policies and amounts that have been previously approved in writing by the City.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows Customer to set up autopay and receive an email or text notification of the amount and draw date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain that information.

The Contractor shall be responsible for the following:

- i. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers
- ii. Generating bills printed double-sided, on thirty percent (30%) post-consumer recycled-content paper
- iii. 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
- iv. Generating bills that clearly state the date at which late fees will be assessed for non-payment
- v. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by the City
- vi. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer; no transaction fees may be levied on any Customer payments
- vii. Accepting, processing, and posting payment data each business day
- viii. Accepting paper or electronic bill inserts from the City for specific Customer sectors
- ix. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered; This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history
- x. Accepting and responding within the times established by this Contract to Customer requests for service level changes, missed or inadequate collection services, and additional services
- xi. Collecting unpaid charges from Customers for collection services
- xii. Implementing rate changes as specified in the Rate Adjustments Section

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer Service, service levels, and billing history) database. The Contractor shall ensure that, at a minimum, a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The City shall have unlimited rights to use such account servicing database for the purpose of developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors. Each Party shall comply with applicable privacy laws related to Customer data.

Upon seven (7) days' written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

## **6.6. Mandatory Collection Enforcement**

The Contractor shall assist the City with enforcing mandatory collection for all affected Customers. The Contractor's materials, website, and customer service representatives shall provide a consistent message informing affected Customers of this requirement.

In the event a Customer subject to mandatory collection refuses to subscribe for collection, the Contractor shall provide that Customer the minimum service level for that Customer class and shall continue to provide service (even if not used) and shall have the right to bill and collect from the Customer for such service (even if not used).

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. The Contractor shall send Customers who are sixty (60) or more days past due a standard notification letter, including notification that an account will be turned over to a third party for collection and that the Customer shall be responsible for the past due amount as well as a thirty-five dollar (\$35.00) collection fee. The Contractor may then make arrangements for third party collection and/or lien the property for the debt in accordance with SMC 8.12.050 and applicable state laws. Once an account is turned over to third party collection, the Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor shall be allowed to charge a redelivery fee should the Customer request to reinstate their higher level of service after paying all overdue balances. The redelivery fee in Exhibit B covers the redelivery of all Containers to Customers.

## **6.7. 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 the City's request at no additional charge to the City. In addition, the Contractor shall allow City access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage and Recyclables facilities, and/or Compostables transload facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the terms of the Contract are being met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel form. Links to websites or company database functions do not fulfill the requirements of the Reporting Section.

Misrepresentation by Contractor in records or reporting or failure to provide the required reports on time shall be cause for performance fees.

### **6.7.1. Monthly Reports**

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21<sup>st</sup>) Day of the following month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include a report for each of the following topics that is clearly labeled and identified by topic:

- i. Description of promotion, education, and outreach efforts, including educational materials distributed and summary of any feedback or response received from Customers.

- ii. Summary of total Garbage, Recyclables, and Compostables tonnage collected for each sector by month and year-to-date. Drop-box tonnage shall be separated out from other Container tonnage. The summary shall also include diversion calculations.
- iii. Customer complaint and escalations log which shall include date, Customer name, address, Customer type, complaint, and resolution.
- iv. Missed Customer log which shall include missed service date, date and time reported, date recovered, Customer name, address, Customer type, and Container, and Route number.
- v. Contamination log which shall include date, Customer name, address, Customer type, Container, specific contamination, whether Container was serviced or not, and action taken such as left tag, called customer, emailed Customer, etc.
- vi. Report from the Contractor's Customer Service phone system showing total call volume, total calls answered, average speed of answer, and on-hold time.
- vii. Accounts receivable aging report with a list of Customers with unpaid invoices over ninety (90) Days past due.
- viii. Total billed revenue and Administrative Fee paid to the City.

### **6.7.2. Annual Reports**

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

- i. Consolidated summary and tabulation of the monthly reports as described above.
- ii. Tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level for each material. Drop-box accounts shall include both the average number of monthly customers and the average number of monthly hauls for each size, broken out by uncompacted service, compacted service, and temporary service.
- iii. List of all Customers and their current service level.
- iv. List of all Customers by sector not receiving Recycling services.
- v. List of all Customers by sector not receiving Compostables services.
- vi. Monthly summary of garbage tonnage delivered to each disposal facility, Recyclables tonnages delivered to each processing facility, and Compostables tonnages transloaded for delivery to processing facilities.
- vii. Summary of set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services in tons. Summary of special items collected should be reported in pounds, using actual weights or calculated from EPA/DOE standard conversions.
- viii. Summary of Recyclables quantities processed for each collection sector by commodity produced, including contamination levels and processing residues disposed of as Garbage, the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for commodity values may be reported based on published market indices or local market prices for commodities sold.



- ix. Website utilization report showing total number of Customers managing their services on-line, total number of messages received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
- x. Map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from Single-family Residences.
- xi. Inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, major maintenance history, and accumulated annual use for individual back-up vehicles.
- xii. Description of any vehicle accidents, infractions, and reported leaks.
- xiii. Discussion of promotion, education, and outreach efforts, and accomplishments (including changes in diversion) for each sector.
- xiv. Description of Contractor activities and tonnages for City services and events.
- xv. Discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
- xvi. Discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
- xvii. Description of any changes to collection routes, Containers, vehicles, Customer Service or other related activities affecting the provision of services.
- xviii. Sustainability report.

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

### **6.7.3. Ad Hoc Reports**

The City may request and receive from the Contractor up to two (2) ad hoc reports each year, at no additional charge to the City. These reports may include Customer Service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format within thirty (30) Days of the request. These reports shall not require the Contractor to expend more than twenty (20) staff hours per year to complete.

### **6.7.4. Other Reports**

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

## **6.8. Promotion, Education and Outreach**

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, distributing City-developed promotional and

educational pieces at the City's direction, and implementing ongoing recycling promotions, education, and outreach programs at the direction of the City.

Each year, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the upcoming year, including adjustments in materials and/or targeted audiences and revisions to the Contractor's contamination reduction program. Promotion and education materials may include inserts in billing statements, newsletters, e-newsletters, email blasts, social media posts, website content, cart hangers/tags, door hangers, postcards, interior posters, exterior signs, and other avenues directed or agreed to by the City. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, however, the Contractor shall be responsible for all design and development work, subject to City approval.

The Contractor shall provide the City with both electronic and printed translations of the proper preparation and disposal of Garbage, Recyclables, and Compostables.

Promotion, education and outreach materials shall be clear, accurate, reflective of the Contract and industry, contain professional visual graphics, be free of misleading information or typographical errors, and include translation information. All promotion and education materials provided to Customers by the Contractor shall be approved in advance by the City. The Contractor shall provide the City with a minimum of a one (1) week advance review period for general social media posts, email blasts, and electronic promotion, and minimum of a two (2) week advance review period for all printed materials. Time-sensitive information such as daily inclement weather updates or missed collection of a block segment should have stock wording approved ahead of time, and any updates and customizations to the wording shall be sent to the City for same-day approval prior to distribution. All edits and design changes shall be completed at Contractor's expense.

All printed materials shall be printed on one hundred percent (100%) post-consumer recycled-content paper and have sufficient copies to fulfill requests from Customers and the City. Electronic copies of materials shall be provided to the City and posted on the Contractor's website with file size not to exceed 2 MB each.

#### **6.8.1. Annual Comprehensive Service Guides & Welcome Packets**

Each year, the Contractor shall deliver an annual comprehensive service guide to each Single-family Residential, Multifamily, and Commercial Customer by November 15th. The default distribution shall be a paper copy delivered to the Customer, with a Customer option to receive the service guide electronically instead of a hard copy. The annual comprehensive service guide shall include, at a minimum, the following information:

- i. Proper preparation and disposal of Garbage, Recyclables, and Compostables, including the requirement that lids open more than six inches (6") will be charged for extras
- ii. Rates information, including embedded services and availability of discounts to Single-family low-income households
- iii. No-cost services from this Contract
- iv. Disposal options for difficult-to-recycle items and Hazardous Wastes
- v. Collection guidelines
- vi. Contact information
- vii. Translation resources
- viii. Assistance available from the Contractor

ix. Any other pertinent information as directed by the City

The Contractor shall also mail a service guide to each Multifamily unit annually. This service guide shall include, at a minimum, proper preparation and disposal of Garbage, Recyclables, and Compostables; disposal options for difficult-to-recycle items and Hazardous Wastes; contact information; translation resources; and any other pertinent information as directed by the City.

The Contractor shall add the City to the seed mailing list for the annual comprehensive service guide to ensure the City receives a printed copy for each Customer type at the same time as Customers each year.

Customers may request paper copies of the annual comprehensive service guide at any time, even if the Customer has elected for electronic communication and/or billing.

New Customers shall receive a welcome packet comprised of materials from the comprehensive service guide for their sector. Customers may choose electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) Days.

### **6.8.2. Educational Outreach**

Annually, the Contractor shall contact each Multifamily and Commercial site by phone and/or in-person visits to inform of all available Recycling and Composting services, encourage Recycling and Composting participation, provide tips to decrease Garbage generation, address concerns and contamination problems, provide outreach to employees/tenants, and answer questions about Services under this Contract. The Contractor shall provide copies of educational materials, including appropriately translated versions, needed to support outreach and education.

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

### **6.8.3. Events & Presentations**

The Contractor shall attend a minimum of two (2) community events per year in the Service Area to provide an educational booth for event attendees. Events shall be selected in coordination with the City and may include City-sponsored events/festivals, farmers markets, block parties, or other community gatherings.

Each year, the Contractor shall provide a presentation to the City Council with highlights of the annual report; upcoming plans for promotion, education, and outreach; and other major upcoming information related to this Contract.

## **6.9. 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 to the City's next contractor, if this Contract is not extended, renewed, or renegotiated.

In the event that the City does not elect to retain the Contractor's Containers, 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. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide either the City or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to the City in Microsoft Excel format (or other City-approved format) within seven (7) Days of the City's request.

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

## **7. COMPENSATION**

### **7.1. Compensation to the Contractor**

#### **7.1.1. Customer Rates**

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers 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 Contractor shall provide low-income seniors and low-income disabled citizens with a discount consistent with other City utilities, which be revised from time to time. The City will provide the Contractor with a list of Customers who met the City's qualifications for utility discounts. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor.

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

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

In the event that Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. 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.

### **7.1.2. Itemization on Invoices**

All applicable City, County, and State solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B, except that the City Administrative Fee shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices. The Annual CCR shall be itemized separately on Drop-box Customer invoices only.

Charges for excess Garbage, Compostables collection, excess Compostables, Drop-box Container 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 Exhibit B. The Contractor shall not charge separately for the collection of Source-Separated Recycling collection.

The Contractor shall itemize County disposal fees for Drop-box Container service separately on Customer invoices. The Contractor shall charge Drop-box Customers the Annual CCR based upon the applicable Drop-box Container weight plus ten percent (10%) to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that service.

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

Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in the value or processing costs of Recyclables, changes in Compostables processing fees, Garbage collection service level shifts, or other changes affecting the collection system.

## **7.2. Rate Adjustments**

Periodic adjustments shall be made to rates contained in Exhibit B to reflect increases or decreases in CPI, Tipping Fees, and Fixed Annual Charge as described below. An example of annual rate adjustments due is provided in Exhibit D. Adjustments shall be made in units of one cent (\$0.01). All calculations shall truncate numbers and percentages to two decimal places (\$1.23 or 1.23%).

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 may not appeal this action. On the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1<sup>st</sup> of the following year.

### **7.2.1. CPI Service Adjustments**

The service component of the rates and the miscellaneous fees and charges contained in Exhibit B that do not have separate Garbage disposal components for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index for All Urban Comprehensive Garbage, Recyclables, and Compostables Collection Contract

Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (CPI). Adjustments shall be based on the twelve (12) month period ending June 30<sup>th</sup> of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge effective January 1, 2026, will be based on the CPI for the twelve (12) month period ending June 30, 2025.

An initial adjustment of the Exhibit B rates shall be performed by January 1, 2025. The adjusted rates shall be in effect from the Date of Commencement of Service through December 31, 2025. The rate modification notification to Customers shall be provided in informational materials as part of the new Contract roll-out.

Beginning January 1, 2026, Contractor's service fee component shall be adjusted annually pursuant to this section. 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.

In the event that the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged.

### **7.2.2. Tipping Fee and Fixed Annual Charge Adjustments**

The Contractor shall annually adjust the disposal fee component of rates to reflect increases or decreases in the County Tipping Fee and King County Fixed Annual Charge (FAC). The Contractor shall utilize the Annual Composite Commercial Rate (Annual CCR) methodology to annually adjust the disposal fee component of Customer rates to incorporate the FAC as follows:

- i. On or before September 1st of each year, the County is expected to notify the City and Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year. The FAC shall be divided by the County's estimated commercial Garbage tonnage which shall be expressed as a per-ton charge (Per-Ton FAC).
- ii. The Per-Ton FAC shall be added to the County Tipping Fee that will be applicable during the next year, the sum of which shall be the Annual CCR for each ton of City Garbage during the next year.
- iii. Adjustments to the disposal fee component of rates charged to Customers shall be based on the percentage increase or decrease in the Annual CCR from the previous year. The City administrative fee and excise tax are embedded in the initial disposal fee component, and therefore, also adjusted by the percentage change in the Annual CCR.

Specific examples of rate modifications due to Annual CCR (and due to Consumer Price Index changes) are provided in Exhibit D.

Adjustments to the disposal fee component shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

On or before October 1st of each year, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates and the Annual CCR for the next year. Notwithstanding the foregoing, in the event that the County notifies the City and the Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year after September 1st, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement no later than thirty (30) Days after receipt of such notice from the County. The City shall have

thirty (30) Days to approve or disapprove the calculations. If the City disapproves the Contractor's calculations, the Parties shall meet immediately thereafter to resolve any disagreement as to the correct calculation of the rate adjustment or the Annual CCR. Upon approval of the calculations, the Contractor shall provide forty-five (45) Days' notice of the new rates to its Customers, and the new rates shall be effective on January 1st, or on the first day of the calendar month following the end of the forty-five (45) Day notice period, whichever is later. Any delays in City approval or disapproval shall not be cause for a delay in implementation of the new rates and the Annual CCR.

### **7.2.3. Compostable Processing Fee Adjustments**

In the event that Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Rate Adjustments Section due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Compostables processing costs.

### **7.2.4. Changes in Disposal or Compostables Processing Sites**

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

### **7.2.5. Recycling Commodity Value**

The City and Contractor agree that the rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping fee or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.

### **7.2.6. New or Changes in Existing Taxes**

If new municipal, county, regional, or State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional

costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment. "New or changes in existing taxes" as contemplated by this section shall not include changes under the Change in Law Section.

### **7.2.7. Changes in Service Provision**

In the event that the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of the City, 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. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

### **7.3. Compensation to the City**

The Contractor shall pay to the City a one-time fee of thirty-five thousand dollars (\$35,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee of ten and seven-tenths percent (10.7%) on or before the fifteenth (15<sup>th</sup>) day of each month during the term of this Contract, starting the month following the initiation of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

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

The City may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1<sup>st</sup>, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1<sup>st</sup> of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract the change in Administrative Fee plus an amount equivalent to the State excise tax (1.75% in 2023) on the change in Administrative Fee, as may be adjusted from time to time by the State.

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



#### 7.4. Change in Law

Changes in federal, state, or local laws or regulations or a continuing Force Majeure event that results in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of the Contractor's financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense and may take any other steps it deems appropriate to protect the confidential nature of the Contractor's documents and preserve the Contractor's ongoing ability to remain competitive. A "change in law" as contemplated by this section, shall not include changes under the New or Changes in Existing Taxes Section.

### 8. FAILURE TO PERFORM

The City expects the Contractor to provide a high level of Customer Service and collection services. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision.

#### 8.1. Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection and/or reviews reveal that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present an 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 calculate 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. The performance fees in this section shall not apply to the service impacts of labor disruptions, as separate performance fees shall apply under those circumstances. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include:

Action or Omission	Performance Fees
1. Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date, and/or Containers are Contract-compliant by the dates referenced in the Contract.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container per day.
2. Collection before or after the times specified, except as expressly permitted in writing.	Five hundred dollars (\$500) per vehicle on each route.

Action or Omission	Performance Fees
3. Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations.	One hundred dollars (\$100) per Customer site, not to exceed five hundred dollars (\$500) per vehicle daily.
4. Missed collection of a block segment of Single-family Residences. This excludes initial collections prevented by inclement weather, but includes delays on recovery after inclement weather.	Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day.
5. Failure to collect missed materials within one (1) business day of notification.	One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle.
6. The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes.	One thousand dollars (\$1,000) per Customer per incident.
7. Rejection of Garbage, Recyclables, or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per Customer per incident.
8. Failure to properly document and/or notify Customer of contamination.	One hundred dollars (\$100) per Customer per incident.
9. Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date.	One hundred dollars (\$100) per Customer per day.
10. Failure to include City-approved promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Customers.	One hundred dollars (\$100) per Customer.
11. The use of outdated or unauthorized labels or lack of required labels on Contractor-provided Containers.	One hundred dollars (\$100) per Container.
12. Failure to maintain clean, sanitary, and properly painted Containers.	Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection.
13. Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) per business day that the Container is not replaced.
14. Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of Contractor knowledge of such release.	Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs.

Action or Omission	Performance Fees
15. City observed or customer photographed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, inspection, clean-up costs, and potential code fines/penalties.
16. Failure to maintain Contract-compliant vehicles.	Two hundred fifty dollars (\$250) per vehicle, up to a maximum of two thousand five hundred dollars (\$2,500) per inspection.
17. Failure to separate collection of materials from Service Area Customers from non-Service Area customers.	Five thousand dollars (\$5,000) per route per day.
18. Failure to meet Customer Service answer and on-hold time performance requirements.	Five thousand dollars (\$5,000) per month.
19. Failure to meet the service and performance standards, outside of the Customer service answer and on-hold time, for two (2) consecutive months.	Two hundred fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days.
20. Failure to provide accurate information to Customers by Customer Service staff, including inappropriately directing Customers to contact the City.	One hundred dollars (\$100) per Customer.
21. Failure to include accurate and/or required information on the Contractor's website.	Two hundred fifty dollars (\$250) per day.
22. Failure to provide the required annual or monthly reports on time.	Five hundred dollars (\$500) per day past the deadline.
23. Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per occurrence.
24. Inability to reach the Contractor's staff via the emergency phone number.	Two hundred fifty dollars (\$250) per day.
25. Failure to fulfill contract requirements not otherwise addressed.	One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to the City.

The City may impose these performance fees based on each instance of non-performance or each day non-performance continues, depending on the Contractor's type of non-performance. 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. Any specific reference in a section of this Contract stating that a specific provision is subject to performance fees shall not in any manner limit the imposition of performance fees in any other section. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in the Contract Default Section.

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 percent (8%) per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor in writing to the City within ten (10) Days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The City's decision shall be final and not subject to appeal.

## **8.2. Contract Default**

The Contractor shall be in default of this Contract if it violates any material provision of this Contract which includes, but is not limited to, the following:

- i. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive Days at any time during the term of this Contract, except as provided pursuant to the Service Disruption Section or Force Majeure Section.
- ii. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, state, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations.
- iii. The Contractor's noncompliance with the terms of this Contract creates a nuisance, or hazard to public health or safety or the environment.
- iv. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes, in a landfill, incinerates any of the foregoing materials at an incinerator or energy recovery facility, or disposes of any of the foregoing materials of as Garbage, without the prior written permission of the City.
- v. The Contractor fails to make any required payment to the City, as specified in this Contract.
- vi. The Contractor is assessed performance fees in excess of fifteen thousand dollars (\$15,000) during any consecutive six (6) month period.
- vii. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption.
- viii. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) Days' prior written notice of its intent to exercise its rights to declare the Contractor in default; however, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) Days' prior written notice, the City shall promptly notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the default within the stated period, or initiates efforts satisfactory to the City (in the City's sole discretion) to remedy the default and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident or contractual violation.

If Contractor fails to fully and promptly comply with any or all its contractual obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails timely 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 either begin the Dispute Resolution process or notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and may be copied to the surety on the Contractor's

performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly commence dispute resolution or discontinue the Services provided under this Contract, depending upon the relief the City selects. If the City provided notice of Contractor’s default to the surety of the Contractor’s performance bond, the surety may, at its option, within ten (10) Days from such written notice, assume the Services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

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 Contractor and the surety on Contractor’s performance bond as damages all expenses incurred, including reasonable attorneys’ 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 as a result of Contractor’s default. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract Services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract Services furnished by the surety as would be applicable if the Contract Services were to be performed by the Contractor. The City’s obligation to pay for such Contract Services shall be subject to satisfactory performance by the surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to City on account of Contractor’s abandonment or default.

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

**9. NOTICES**

Routine communications between the Contractor and the City’s contract manager shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership, penalties, rate requests, performance fees, or Contract default shall be emailed and provided in writing, personally served, or mailed (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by either Party, in writing, from time to time. The Contractor shall provide e-mail addresses for use by the City when sending notices of penalties, performance fees, or Contract default:

To the City	To Contractor
City Administrator and Parks & PW Director City of Snoqualmie 38624 SE River Street PO Box 987 Snoqualmie, WA 98065	Waste Management of Washington, Inc. 720 4 <sup>th</sup> Avenue, Suite 400 Kirkland, WA 98033 Attn: Area Director, Public Sector Solutions  With a copy to: Waste Management of Washington, Inc. 7227 NE 55 <sup>th</sup> Ave. Portland, OR 97218 Attn: Legal Department

## **10. GENERAL TERMS**

### **10.1. Collection Right**

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Recyclables, and Compostables placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate, join in, or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless a court of competent jurisdiction has determined that the City's institution of or joinder in such litigation is necessary for the protection of those rights. The Contractor may independently enforce its exclusive-collection rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). These efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

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

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

### **10.2. 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 within thirty (30) miles of the Service Area for storing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's Services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted Services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in the Access to Records Section.

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

### 10.3. Insurance

The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. 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.

#### 10.3.1. Minimum Scope of Insurance

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

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be included as an additional insured under the Contractor's Automobile Liability insurance policy.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01, and shall cover liability arising from premises, operations, ~~stop-gap liability~~, 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 endorsements CG 2010 and CG 2037 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
- iv. Contractor's Pollution Liability insurance coverage for losses caused by pollution conditions that arise from Contractor's operations under this Contract, including transportation of cargo. Contractor's Pollution Liability insurance shall cover any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses, including costs and expenses incurred in the investigation, defense, or settlement of claims. The City shall be named as an additional insured under the Contractor's Pollution Liability insurance policy.

#### 10.3.2. Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
- ii. Commercial General Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two

million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
- iv. Contractor's Pollution Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

### **10.3.3. Other Insurance Provisions**

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

- i. The Contractor's insurance coverage shall be the primary insurance with respect to the operations being performed as a part of this contract, 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, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies, via blanket-form endorsement.
- ii. 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.
- iii. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) Days' prior written notice 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 of any insurance immediately on receipt of insurers' notification to that effect.

### **10.3.4. Acceptability of Insurers**

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

### **10.3.5. Verification of Coverage and Notice of Cancellation**

The Contractor shall furnish the City Manager and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) Days before the Date of Commencement of Service of this Contract. Contractor shall provide the City with written notice of any policy cancellation within two (2) business days of its receipt of such notice. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach and an event of default, upon which the City may, after giving notice to correct the breach, declare a default, terminate the Contract, or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.



### **10.3.6. Subcontractors**

Contractor shall request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation in accordance with applicable law or regulation, Employer's Liability with limits of one million dollars (\$1,000,000), Commercial General Liability with limits of no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the annual aggregate, and Automobile Liability insurance with limits of no less than five million dollars (\$5,000,000). Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

### **10.4. Performance Bond**

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by the City in the amount of seven hundred and fifty thousand dollars (\$750,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new bond(s) to the City no less than sixty (60) Days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) Days before its expiration.

### **10.5. Indemnification**

#### **10.5.1. Indemnify and Hold Harmless**

The Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives, volunteers, agents and assigns from any and all third-party claims or suits, and any damages, costs, judgments, awards or liability resulting from such claims or suits, for injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions, or willful misconduct, of Contractor, its agents, servants, representatives, officers, subcontractors, or employees in the performance of this Contract and any rights granted hereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract, or to the extent such claim or demand is caused by Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder. This indemnity includes each of the following to the extent the same is caused by Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

- i. Liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste.
- ii. Damages to natural resources caused by Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages.
- iii. Liability for any other person's costs of responding to such release by Contractor of Hazardous Waste.

- iv. Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by Contractor's release of Hazardous Waste.

Provided, however, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its agents, employees, official, officers, contractors or subcontractors.

#### **10.5.2. Process**

In the event any claim for such damages is presented to or filed with the City, the City shall promptly notify Contractor, and Contractor shall have the right, at its election and at its sole cost and expense, to settle and compromise the claim. In the event any suit or action is filed against the City based upon any claim or demand, the City shall likewise promptly notify Contractor, and Contractor shall defend that claim at its sole cost and expense and with legal counsel agreed to by the City; provided, however, Contractor shall not settle any suit or action without the express written agreement by the City. The indemnification obligations set forth herein shall extend to claims that are not reduced to a suit and any claims that may be compromised, with the Parties' written consent, prior to the culmination of any litigation or the institution of any litigation. The City also has the right to defend or participate in the defense of any claim at its own cost and expense, provided that Contractor shall not be liable for settlement or other compromise unless it has consented in writing.

These provisions have been mutually negotiated by the Parties. Solely to the extent required to enforce the indemnification provisions of this section, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification.

The provisions of this section shall survive the termination or expiration of this Contract.

#### **10.6. Confidentiality of Information**

Pursuant to the Washington Public Records Act ("PRA"), chapter 42.56 RCW, public records, as defined by the PRA may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any Contractor-provided documents that have been identified by prominent markings as confidential and proprietary, it shall employ its best efforts to promptly notify the Contractor in writing regarding the public records request. The City shall give the Contractor ten (10) business days after notification within which to obtain a court order prohibiting the release of the documents so marked. The City assumes no contractual obligation to enforce any exemption under the PRA.

## **10.7. Assignment of Contract**

### **10.7.1. 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) Day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval. This assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

### **10.7.2. Assignment, Subcontracting, and Delegation of Duties**

The Contractor shall not assign or subcontract 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, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the 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.

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.

### **10.7.3. Change of Trade Name**

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period, but in any event not more than three (3) months, following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in performance fees.

### **10.8. Laws to Govern/Venue**

This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington without reference to its choice-of-law rules. Venue for any legal proceedings related to this Contract shall be exclusively in the King County Superior Court, which the parties acknowledge may exercise personal and subject-matter jurisdiction.

### **10.9. 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 performance fees, cancellation, termination, or suspension of the Contract by the City, 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, gender identity, 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, injuries or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, State, and local 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.

### **10.10. 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, without limitation, 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.

### **10.11. Relationship of Parties**

The City and Contractor intend that an independent 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.

### **10.12. 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 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 to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

### **10.13. Bankruptcy**

It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on or after the day and time the order for relief is entered.

### **10.14. Right to Renegotiate or Amend**

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, State statutory changes, or County rule changes, State or federal regulation changes regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

### **10.15. 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 Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, 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; accidents to machinery, equipment or materials (except to the extent caused by or attributable to an event or condition constituting a Force Majeure); unavailability of required materials or disposal restrictions; 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 phone and 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 Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event occurs, 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 the same manner as the notification required in the case of inclement weather.

### **10.16. Severability**

If any provision of this Contract is declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and given their maximum effect consistent with applicable law.

### **10.17. Waiver**

No waiver of any right or obligation of either party shall be effective unless in writing, specifying such waiver, and executed by the party against whom the 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.

**10.18. Dispute 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. In the event that the Parties are unable to resolve a dispute through good faith discussions, either Party may demand non-binding mediation before a neutral mediator by serving a written demand for mediation and suggesting at least three acceptable mediators. The Party receiving the mediation demand shall respond within 10 calendar days by either indicating which of the proposed mediators would be acceptable or by providing its own list of at least three acceptable mediators, whereupon the Parties shall confer to select a mutually agreeable mediator and mediation date. If mediation fails to resolve the dispute within 90 days of the initial mediation demand (or such longer period of time as both parties agree), then either party may file a judicial action in King County Superior Court. Notwithstanding the previous sentence, any Party may file suit prior to the conclusion of the 90-day mediation period if necessary to prevent a claim from becoming time-barred. In the event of litigation arising from or relating to this Contract, the substantially prevailing Party shall be entitled to recover its court costs and reasonable attorney fees.

**10.19. Entirety**

This Contract and the exhibits affixed hereto and incorporated by this reference represent the entire agreement 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.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF SNOQUALMIE ("CITY")

WASTE MANAGEMENT OF WASHINGTON, INC.  
("CONTRACTOR")

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: Katherine Ross

Typed Name: Jason Rose

Its: Mayor

Its: President

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



## **EXHIBITS**

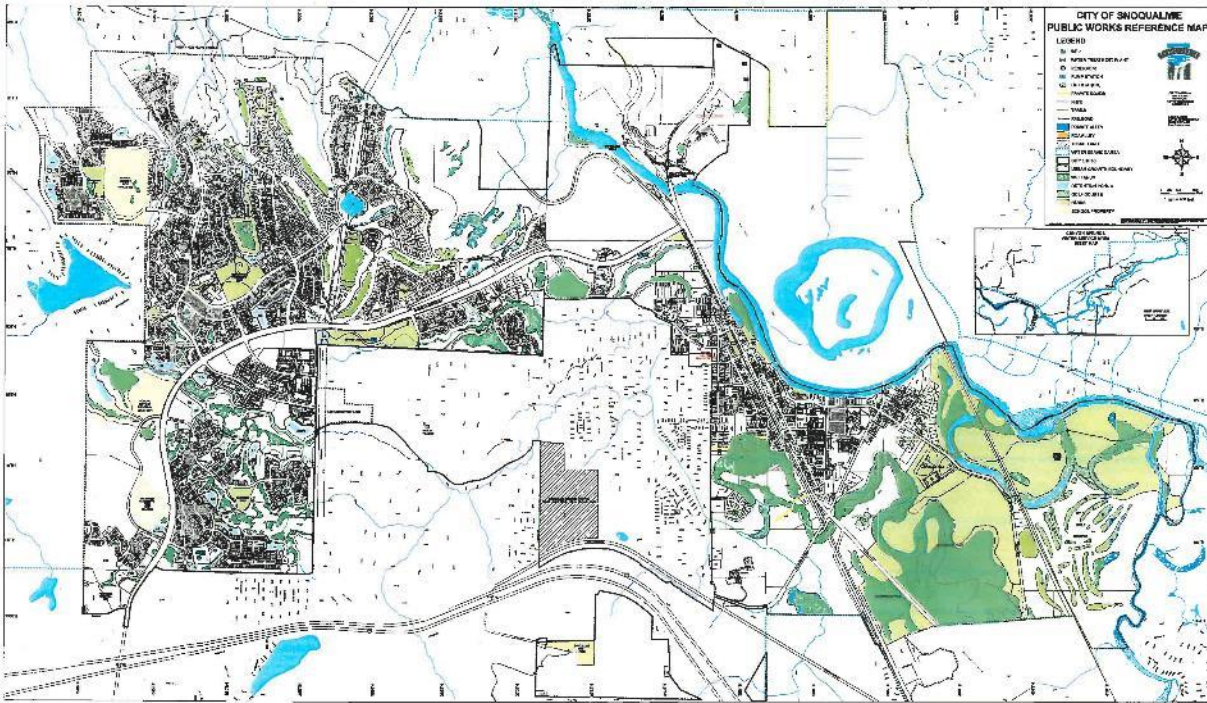
EXHIBIT A: Service Area

EXHIBIT B: Contractor Rates

EXHIBIT C: Recyclables List

EXHIBIT D: Rate Modification Examples

**EXHIBIT A**  
Service Area Map



**EXHIBIT B**  
Contractor Rates

## EXHIBIT C

### Recyclable Materials to be Collected in Containers

Recyclable Item	Customer Preparation	Limitations
<p><b>Paper</b> All mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements, paper cups, and gable-top cartons.</p>	Clean, dry paper should be placed in Recycling Container.	All paper must be clean. Food and beverage containers must be empty and clean.
<p><b>Coated Paper</b> All paper cups, milk cartons, gable-top cartons, Tetra Paks/aseptic containers, and other coated food packaging.</p>	Empty, clean, remove lids, and place in Recycling Container.	All paper must be clean. Food and beverage containers must be empty and clean.
<p><b>Cardboard</b> All corrugated cardboard boxes.</p>	Flatten cardboard and placed in or next to Recycling Container.  Large quantities may be bundled or placed in another box or container as long as it meets the size restriction.	No boxes larger than 3' x 3' in size. Larger boxes shall be folded or cut down to size.  No waxed cardboard.
<p><b>Plastic</b> All colors of plastic bottles, jugs, tubs, cups, plant pots, and buckets.</p>	Plastic containers must be empty, clean, have lids removed, and placed in Recycling Container.	Food and beverage containers must be empty and clean.  No plastic containers that contained hazardous or toxic products, such as motor oil or pesticides.
<p><b>Glass</b> All clear or colored glass jars and bottles.</p>	Glass containers must be empty, clean, have lids removed, and placed in Recycling Container.	Food and beverage containers must be empty and clean.  No mirrors, ceramic, lightbulbs, leaded glass, or tempered glass.
<p><b>Metal</b> All tin, aluminum and steel food and beverage cans, trays, pie tins, food containers, foil, and aerosol cans.  All small pieces of ferrous and non-ferrous scrap metal.</p>	All containers must be empty, clean, have lids removed (as applicable), and placed in Recycling Container.  Small scrap metal items should be placed in Recycling Container.	Food and beverage containers must be empty and clean.  Small items must be less than two feet (2') long and thirty-five (35) lbs.  No ammunition, small loose lids, sharp items, greasy items, or chains.

## EXHIBIT D

### Rate Modification Examples

#### **Collection Component Adjustment**

The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:  $NCC = PCC \times [1 + (nCPI - oCPI) / oCPI]$

Where

NCC	=	The new collection charge component of the Customer rate for a particular service level
PCC	=	The previous collection charge component of the Customer rate for a particular service level
nCPI	=	The most recent CPI value
oCPI	=	The previous period's CPI value

Using a collection component rate of \$15.00 as an example, if the previous CPI is 143.2, the new CPI is 149.3 the collection component of the rate will increase from \$15.00 to \$15.63 on January 1, 2026.

**New Collection Component** =  $\$15.00 \times [1 + (149.3 - 143.2) / 143.2] = \mathbf{\$15.63}$

#### **Annual CCR Component Adjustment**

The Annual CCR component of the Customer charges listed in Attachment B reflects the combination of the Per-Ton FAC and the County Tipping Fee. Any increase or decrease in the Annual CCR will not become effective until the new Annual CCR charges become effective and are actually charged to the Contractor. The Annual CCR component of each service level will be adjusted as follows:

Step 1:  $nFAC = FAC / TONS$

Step 2:  $nCCR = nFAC + NTF$

Step 3:  $NDC = ODC \times (nCCR / oCCR)$

Where

nFAC	=	The new Per-Ton FAC
FAC	=	The new overall King County FAC
TONS	=	The King County estimated commercial garbage tonnage for the upcoming year
nCCR	=	The new Annual CCR for the upcoming year, dollars per ton

NTF	=	The new County Tipping Fee, dollars per ton
ODC	=	The old Annual CCR component of the Customer rate for a particular service level;
oCCR	=	The old Annual CCR, dollars per ton
NDC	=	The new Annual CCR component of the Customer rate for a particular service level

For example, using an arbitrary one 35-gallon cart rate of \$20.00 per month with a collection component of \$15.00 and a disposal component of \$5.00:

If the 2026 King County FAC is \$22,614,181 and the estimated 2026 tonnage is 656,580, then the new Per-Ton FAC would be \$34.44. If the new County Tipping Fee is \$150.83 per ton, then the new Annual CCR would be \$185.27 per ton starting January 1, 2026.

If the old disposal component is \$5.00 and the old Annual CCR is \$168.68 per ton, the new Annual CCR component of the Customer rate will be \$5.49.

$$\text{New Per-Ton FAC} = \$22,614,181 / 656,580 = \$34.44 \text{ per ton}$$

$$\text{New Annual CCR} = \$34.44 + \$150.83 = \$185.27 \text{ per ton}$$

$$\text{New Annual CCR Component} = \$5.00 \times (\$185.27 / \$168.68) = \mathbf{\$5.49}$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside would be \$15.63 plus \$5.49, equaling \$21.12 per month.