



C-16

Receiving # 8518
(obtain from City Clerk)

CONTRACT ROUTING FORM

DESCRIPTION	Originator:	Rika Cecil	Routed by:	Tina Kendall / Linda Pearl
	Department/Division:	Public Works/SWM & Environmental Svcs.	Date:	May 4, 2016
	Name of Consultant/Contractor:	Recology CleanScapes		
	CONTRACT TITLE:	2017 - 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract		

CONTRACT CONTENT	Type of Contract:	<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input checked="" type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	Bid/RFP Number:			
	Effective Date:	March 1, 2017	Completion Date:	May 31, 2027
		Exec 5/25/2016		
	Has the original contract boilerplate language been modified? <input checked="" type="radio"/> Yes <input type="radio"/> No			
	If yes, specify which sections have been modified: Not using standard City contract per City Attorney approval			
	Description of Services:	Solid waste collection services for residents, businesses and the City.		

FINANCIAL DETAILS	Total Amount of Contract: \$0.00			
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No			
	Remarks: Contract revenue is paid by rate payers and is anticipated to escalate annually, depending on economic conditions.			

FORMS	For Public Works/Small Works Contracts:		For Service Contracts:	
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input checked="" type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> W-9 Form
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form		

SIGNATURE	Authorization Level:	City Manager		
	<input checked="" type="checkbox"/> 1. Project Manager	<input checked="" type="checkbox"/> 6. City Council (if required)	May 2, 2016	
	<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 7. City Manager	5/26/16	
	<input checked="" type="checkbox"/> 3. City Attorney	<input checked="" type="checkbox"/> 8. City Clerk	5/25/16	
	<input checked="" type="checkbox"/> 4. Consultant/Contractor	<input checked="" type="checkbox"/> 9. Originating Department		
	<input checked="" type="checkbox"/> 5. Department Director			



Memorandum

DATE: May 4, 2016

TO: Debbie Tarry

FROM: Randy Witt *RW*

RE: 2017-2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.

CC: John Norris
Lance Newkirk
Uki Dele *UD*
Rika Cecil *RC*

In 2015 and early 2016, the City conducted a Request for Proposals (RFP) process to find a solid waste collection company with the best services at the lowest rates for Shoreline's residents, businesses and the City. Three haulers submitted proposals and participated in the City's evaluation process. After all aspects were considered and rated, Recology CleanScapes (Recology) was selected as the company that offers the lowest rates and the highest level of service for Shoreline.

On April 18, 2016, staff discussed with Council the details of the contract, including the selection process, service enhancements and rates, and on May 2, 2016, Council authorized the City Manager to execute the 2017 – 2027 Comprehensive Garbage, Recyclables, and Compostables Collection Contract with Recology CleanScapes Inc.

Two copies of the contract are attached for your review. After the review process is completed, these copies will be sent to Recology for their signature, and subsequently returned to the City for the City Manager's signature.

Since the start date of the contract is March 1, 2017, the Administrative Fee revenue will be included in the 2017 Environmental Services budget development process.

If you have any questions, please contact Rika Cecil at -2452. Thank you.

**Shoreline
City Clerk
Receiving
Number
8518**

Comprehensive Garbage, Recyclables, and Compostables Collection Contract

**City of Shoreline
And
Recology CleanScapes Inc.**

March 1, 2017 – May 31, 2027

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

RECITALS1

AGREEMENT1

DEFINITIONS.....2

2. CONTRACTOR REPRESENTATIONS AND WARRANTIES.....6

3. SCOPE OF WORK7

 3.1 GENERAL COLLECTION SYSTEM REQUIREMENTS 7

 3.1.1 City Service Area 7

 3.1.2 Annexation..... 7

 3.1.3 Service to Residences on Private Roads and Driveways 7

 3.1.4 Hours/Days of Collection 7

 3.1.5 Employee Conduct 8

 3.1.6 Disabled Persons Service..... 8

 3.1.7 Holiday Schedules 8

 3.1.8 Inclement Weather 9

 3.1.9 Suspending Collection from Problem Customers 9

 3.1.10 Missed Collections..... 10

 3.1.11 Same Day Collection 10

 3.1.12 Requirement to Recycle and Compost, Maintaining Quality Assurance Through Monitoring 10

 3.1.13 Routing, Notification and Approval 11

 3.1.14 Vehicle and Equipment Type/Age/Condition/Use 12

 3.1.15 Container Requirements and Ownership..... 13

 3.1.15.1 Garbage, Recyclables, and Compostables Carts 14

 3.1.15.2 Detachable Containers and Drop-box Containers 15

 3.1.15.3 Ownership 15

 3.1.15.4 Container Colors and Labeling 16

 3.1.15.5 Container Weights..... 17

 3.1.15.6 Container Removal Upon City or Customer Request 17

 3.1.15.7 Container Placement..... 17

 3.1.16 Inventory of Equipment, Vehicles, Facilities and Containers 18

 3.1.17 Spillage..... 18

 3.1.18 Pilot Programs 18

 3.1.19 Disruption Due to Construction..... 19

 3.1.20 Contractor Planning and Performance Under Labor Disruption..... 19

 3.1.21 Site Planning and Building Design Review 20

 3.1.22 Safeguarding Public and Private Facilities 21

 3.1.23 Transition and Implementation of Contract 21

 3.1.24 Hiring Preference 22

 3.1.25 Performance Review 22

 3.1.26 Continual Monitoring and Evaluation of Operations..... 23

 3.1.27 Collection/Disposal Restrictions..... 23

**Comprehensive Garbage, Recyclables, and Compostables
Collection Contract**

Table of Contents (continued)

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

**Comprehensive Garbage, Recyclables, and Compostables
Collection Contract**

Table of Contents (continued)

3.3.2.7 Storefront Customer Service Center.....	36
3.3.2.8 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required.....	36
3.3.2.9 Customer Communications.....	36
3.3.3 Customer Billing Responsibilities	37
3.3.4 Reporting	38
3.3.4.1 Monthly Reports	39
3.3.4.2 Annual Reports.....	40
3.3.4.3 Ad Hoc Reports.....	40
3.3.4.4 Other Reports.....	41
3.3.5 Promotion and Education	41
4. COMPENSATION	42
4.1 COMPENSATION TO THE CONTRACTOR	42
4.1.1 Rates	42
4.1.2 Itemization on Invoices	43
4.1.3 Single-family Residence Customer Bill Reduction	43
4.2 COMPENSATION TO THE CITY	43
4.2.1 Fees Paid to City.....	43
4.3 COMPENSATION ADJUSTMENTS	44
4.3.1 Annual CPI Modification	44
4.3.2 Periodic Adjustments	45
4.3.3 Changes in Disposal or Compostables Processing Sites.....	45
4.3.4 Other Modifications.....	45
4.3.4.1 New or Changes in Existing Taxes.....	46
4.3.4.2 Changes in Service Provision.....	46
4.4 CHANGE IN LAW	46
5. FAILURE TO PERFORM, REMEDIES, TERMINATION.....	46
5.1 PERFORMANCE FEES	46
5.2 CONTRACT DEFAULT.....	49
6. NOTICES.....	50
7. GENERAL TERMS	50
7.1 COLLECTION RIGHT	50
7.2 ACCESS TO RECORDS	51
7.3 INSURANCE	51
7.3.1 Minimum Scope of Insurance.....	51
7.3.2 Minimum Amounts of Insurance.....	52
7.3.3 Deductibles and Self-Insured Retentions	52
7.3.4 Other Insurance Provisions	52
7.3.5 Acceptability of Insurers.....	53
7.3.6 Verification of Coverage	53
7.3.7 Subcontractors.....	53
7.3.8 ACORD Form	53

**Comprehensive Garbage, Recyclables, and Compostables
Collection Contract**

Table of Contents (continued)

7.4 PERFORMANCE BOND.....	53
7.5 INDEMNIFICATION.....	54
7.6 CONFIDENTIALITY OF INFORMATION.....	54
7.7 ASSIGNMENT OF CONTRACT	54
7.7.1 Assignment or Pledge of Money by the Contractor.....	54
7.7.2 Assignment, Subcontracting, Delegation of Duties	55
7.7.3 Merger or Sale of Contractor Operations	55
7.8 LAWS TO GOVERN/VENUE	55
7.9 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS	56
7.10 PERMITS AND LICENSES.....	56
7.11 RELATIONSHIP OF PARTIES.....	56
7.12 CONTRACTOR’S RELATIONSHIP WITH CUSTOMERS	56
7.13 BANKRUPTCY	57
7.14 RIGHT TO RENEGOTIATE/AMEND	57
7.15 FORCE MAJEURE.....	57
7.16 ILLEGAL PROVISIONS.....	58
7.17 WAIVER	58
7.19 DISPUTES RESOLUTION	58
7.20 ENTIRETY	59
ATTACHMENTS	59
Attachment A: City Service Area	
Attachment B: Contractor Rates	
Attachment C: On-Route Contamination Monitoring	
Attachment D: Recyclables List	
Attachment E: City Facilities	
Attachment F: Storefront Customer Service Center	
Attachment G: Mandatory Collection Implementation	
Attachment H: Rate Modification Example	

This Comprehensive Garbage, Recyclables, and Compostables Collection contract (“Contract”) is entered into by and between the City of Shoreline, a municipal corporation of the State of Washington (“City”), and Recology CleanScapes Inc. (“Contractor”), to provide for the collection of Garbage, Recyclables, and Compostables from Single-family Residences, Multifamily Complexes, and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

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

RECITALS

WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within the City Service Area; and

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

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

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

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

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

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

AGREEMENT

This Comprehensive Garbage, Recyclables, and Compostables Collection Contract (hereafter, “Contract”) is made and entered into this 25TH day of MAY, 2016 (hereafter the “Date of Execution”), by and between the City of Shoreline, a municipal corporation (hereafter, the “City”), and Recology CleanScapes Inc., a Washington corporation (hereafter, the “Contractor”).

DEFINITIONS

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

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

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

Change of Control: The term “Change of Control” means any single transaction or series of related transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity, or by an affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

City: The word “City” means the City of Shoreline, King County, Washington. As used in the Contract, use of the term “City” may include reference to the Mayor, or his/her designated representative.

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

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

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

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

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

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

Curb or Curbside: The words “Curb” or “Curbside” refer to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking sidewalks, driveways, or on-street parking.

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

Date of Commencement of Service: The term “Date of Commencement of Service” is March 1, 2017, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

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

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

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

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

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

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

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

Garbage: The word “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, cold bagged ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or “sharps” used for the administration of medication for personal use can be included in the definition of Garbage, provided that

they are placed within a sealed secure container as agreed upon by the City and the Contractor and in conformance with current Health District sharps management policy. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Compostables.

Garbage Can: The term “Garbage Can” means a Container that is a water-tight, rodent and insect resistant galvanized sheet-metal or plastic container kept in a usable, safe and sanitary condition by the Customer at all times and that does not exceed four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle.

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

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

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

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

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

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

Office Hours: The term “Office Hours” means the period 7:00 am to 6:00 pm, Pacific Standard Time Monday through Friday and 9:00 am to 1:00 pm, Pacific Standard Time on Saturdays.

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

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

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

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

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

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

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

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

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

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

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

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

Yard Debris: The term “Yard Debris” means leaves, grass, branches and plant trimmings. Materials larger than four (4) inches in diameter, four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials.

1. TERM OF CONTRACT

The term of this Contract is ten years and three months, starting on the Date of Commencement of Service and ending midnight May 31, 2027. The City may, at its sole option, extend the Contract up to one additional (2) two-year extension. Any extension granted shall be under the original terms and conditions of this Contract – along with any amendments that exist at the time of the extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not

less than one hundred eighty (180) days prior to the expiration of the Contract term. With the Contractor's written consent, the requirement of one hundred eighty (180) days prior notice of exercise of the City's option to extend may be waived in any instance.

2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

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

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 City Service Area

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

3.1.2 Annexation

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

3.1.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

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

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

3.1.4 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Should a customer notify the Contractor of a missed collection not later than 12:00 p.m. (noon), the Contractor may perform collection until 6:00 p.m.; otherwise collection shall occur on the day following the Customer's regular collection, including Saturdays. Saturday collection is allowed to the extent consistent with missed collection recovery, holiday and inclement weather

schedules, or as approved by the City. Saturday collections for Single-family Residential Customers shall not be made before 9:00 a.m.

All collections from Commercial Customers and all Customers within Commercial and Mixed Use Building zones may be made between the hours of 5:00 a.m. and 9:00 p.m. provided that service to those Customers shall not disturb Residential Customers in adjoining or mixed Residential zoned areas, nor violate the provision of the City's Noise Ordinance NO. 250, as amended. Collections from Commercial Customers within audible distance of Residential Customers outside of the Commercial and Mixed Use Building zones shall be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the City's noise code contained in Ordinance NO. 250, as amended. The City's noise ordinance, as amended from time to time, may further restrict these terms and hours of collection. Collections from Commercial Customers shall occur based on Customer needs and prior arrangement Monday through Friday, with Saturday collections allowed only as needed to maintain adequate service.

3.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer. 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 or when street or utility deficiencies are observed.

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

3.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers lacking the ability to place Containers at the Curb, at no additional charge, provided that there shall be no other able-bodied person living or residing at the Residence of the Customer applying for Disabled Persons Service.

3.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (typically New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular

collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-family Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday information shall be included in written program materials, on the Contractor's web site, and via press releases to general news media in the Shoreline area by the Contractor the week prior to the holiday affecting service.

3.1.8 Inclement Weather

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

The Contractor shall collect Garbage, Recyclables, and Compostables from Customers with interrupted service on the following collection week. When service is resumed, the Contractor shall collect reasonably accumulated excess volumes of materials equal to what would have been collected on the missed collection day from Customers at no extra charge.

Weather policies shall be included in program information provided to Customers. On each inclement weather day, the Contractor shall release notices by 6:00 a.m. to the local print and electronic media notifying residents of the modification to the collection schedule. The City may specify additional media outlets for Contractor announcements at the City's discretion.

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

3.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to repeated damage to Contractor-provided containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, abusive and/or threatening language on the Customer's part, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. If the problem continues, the Contractor may deny or discontinue service to a problem Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and if reasonable efforts to accommodate the Customer and provide

services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

In the event a Customer is denied service and the City has implemented a mandatory Garbage collection program, the Contractor shall assign the Customer to the lowest service level for their customer class (e.g. monthly 32-gallon Cart service for Single-family Customers) and shall continue to bill the Customer.

3.1.10 Missed Collections

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

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

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

3.1.11 Same Day Collection

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

3.1.12 Requirement to Recycle and Compost, Maintaining Quality Assurance Through Monitoring

The Contractor shall recycle all Source-separated Recyclables collected and compost all Source-separated Compostables collected, unless express prior written permission is provided by the City. The City's goal is to maintain a contamination level of no greater than ten percent (10%) by volume for collected Recyclables and no greater than three percent (3%) by volume for collected Compostables. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable or Compostable materials being misdirected to a market or disposed where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise Recyclable or Compostable materials destined for disposal; and
- Have sufficient pre-process screening staff, and equipment to ensure that otherwise recoverable materials do not cross-contaminate other separated Recyclable materials that are incompatible for the intended market consumer, rendering materials non-recyclable.

The City and Contractor agree that the Contractor is being fully compensated to recycle or compost materials to the highest level possible in keeping with specifications of market consumers. To this end, maximum cost-effective recovery is a primary objective of the City's collection programs.

Concurrently with the start of this Contract, the Contractor shall implement an on-route quality assurance program for Recyclables and Compostables consistent with industry best management practices for tagging, probationary periods, material rejection, and suspension of service. Attachment C contains flowcharts for current best management practices for route monitoring for both Single-family Residential and Commercial/Multifamily sectors. The Contractor and City shall annually review and update these procedures via mutual agreement to ensure that contamination problems are addressed promptly, fairly and consistently for all sectors.

3.1.13 Routing, Notification and Approval

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

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

The Contractor may change the day of Multifamily Complex or Commercial Customer collection by giving at least fourteen (14) days written notice of the pending collection day change to the affected

Customers. The Contractor shall obtain from the City written approval of a collection day change prior to Contractor's notification of the Multifamily Complex customer or Commercial Customer, and of the form of any notice of such change to be given to affected Multifamily Complex or Commercial Customers, which approval the City shall not unreasonably withhold or delay. The Contractor shall be responsible for the cost of designing, printing, and distributing any notifications and any revised City educational materials that inform these Customers of their collection day.

3.1.14 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use model year 2016 or later compressed natural gas collection vehicles, unless otherwise authorized in writing by the City and such vehicles are consistent with the City's emissions, environmental and noise reduction objectives. Stand-by vehicles used fewer than thirty (30) operating days per calendar year may be older, but shall be presentable, shall be in safe working condition, and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

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

Vehicles shall have a switchable placard that clearly indicates the type of material currently collected by that truck (e.g. Garbage, Recyclables, Compostables). The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. Vehicles used in the performance of this Contact shall only be used for the collection of materials they are otherwise designated for.

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g. Garbage or Compostables leachate) or oils (e.g. lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest liquid tank on the collection vehicle. Any equipment not meeting these standards shall not be used within the City Service Area until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers, prior to them being removed from service, shall be cleaned-up or removed within three (3) hours of being noticed by route staff, customers or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City by calling (206) 801-2700 of any spills that enter drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 5.1. The Contractor shall notify the City and Customer of any leakage from non-Contractor-owned Containers immediately, in order to address those spills in a timely manner.

The Contractor shall maintain all vehicles used in the City Service Area in a manner intended to achieve reduced emissions and particulates, noise levels, operating cost, and fuel use. All collection vehicles shall be equipped with an automatic extended idle shut-down device and shall be operated in a manner to avoid extended idling.

The Contractor's name, logo, customer service telephone number and website address shall be clearly identified on Contractor's vehicles. No additional advertising shall be allowed on Contractor vehicles unless previously approved in writing by the City. Special promotional messages may be permitted by the City provided they are either painted directly on vehicles or on special placards attached to vehicles. City approval shall be in writing and solely within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away, stating "Driving or Spillage Complaints? Call (206) 801-2700" or as amended by the City. The vehicle inventory number shall be displayed adjacent to this message.

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

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

3.1.15 Container Requirements and Ownership

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

Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of Commercial Customers separately leasing compactors or providing their own Drop-box Container. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container. In the event the Customer uses a Garbage Can for Extras, the Contractor shall handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

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

3.1.15.1 Garbage, Recyclables, and Compostables Carts

The City shall assign its interest in the previous contractor's in-place Cart inventory for the duration of this Contract. For the purposes of this Contract, these in-place Carts distributed by the previous contractor shall be considered Contractor-provided Containers and shall be managed and maintained as are the Contractor's other Containers purchased specifically for this Contract.

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 5.

The Contractor shall provide 10-gallon Micro-cans or 20-, 32-, 45-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, and 32-, 64-, and 96-gallon Recyclables and Compostables Carts for the respective level of Recyclables or Compostables collection. Carts used under the City's previous contract and assigned to the Contractor may vary in size, and those Cart sizes may vary up to eight percent (8%) in volume capacity from the stated sizes (e.g. 35-, 60- and 96-gallon carts are acceptable) and will be considered contract-compliant. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed screening or label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request.

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

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

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and forward written or electronic repair notices that day to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or City.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart more frequently than a time period allowing for reasonable wear and tear during the term of the Contract or due to negligence or misuse, the Contractor may charge the Customer for the depreciated value of the Cart, based on 10-year straight-line depreciation, and shall forward in writing the Customer's name and address to the City with a full explanation of incident(s). In the event that the problem continues, the Contractor may discontinue service to that Customer, provided the City gives previous written approval specific to that Customer.

3.1.15.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install 1-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's request. Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor and shall indicate the Container size and day of collection.

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

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 3-cubic yards and under; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

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

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) before being supplied to a Customer who has not used it earlier. The Contractor shall provide an On-call Container cleaning service to Customers. The costs of On-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

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

Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services; however, Containers owned or secured by Customers must be capable of being serviced by front load, rear load, or Drop-box Container collection vehicles to be eligible for collection. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

3.1.15.3 Ownership

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

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

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercise of its rights under this Section 3.1.15.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

3.1.15.4 Container Colors and Labeling

Contractor-provided Containers used for the collection of Recyclables, shall be blue. Contractor-provided Containers used for the collection of Compostables shall be green. Contractor-provided Containers used for the collection of Garbage shall be black. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

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

The Contractor shall re-label all existing Carts by June 30, 2017, with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors.

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

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

The Contractor shall within three days cover graffiti with paint that closely matches the Containers existing paint or color, when notified by the City or Customer. The Contractor may choose to replace Containers and perform maintenance at its own site or provide the over-painting at the Customer's site, but shall not charge the City or Customer for this service.

3.1.15.5 Container Weights

The Contractor may charge an overweight fee for Micro-cans or Garbage Carts exceeding two (2) pounds per gallon of Container capacity and Garbage Cans exceeding fifty-five (55) pounds, unless a Customer has flagged their account for no extras or overweight collection. The Contractor shall not be required to collect Extra Units in bundles or bags exceeding (55) pounds. In the event that a Container or Extra Unit is not eligible for collection, the Contractor may refuse collection and tag the Container with an explanation and the actual weight of the overweight Container, as measured with a portable scale.

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

No specific weight restrictions are provided for Detachable Containers; however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

3.1.15.6 Container Removal Upon City or Customer Request

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

3.1.15.7 Container Placement

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

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

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

3.1.16 Inventory of Equipment, Vehicles, Facilities and Containers

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

3.1.17 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of blowing, leakage, or spillage.

Any leakage or spillage of materials that occurs during collection shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately by calling (206) 801-2700 and, likewise, expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

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

3.1.18 Pilot Programs

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

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

at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 3.3.4.1. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

3.1.19 Disruption Due to Construction

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

3.1.20 Contractor Planning and Performance Under Labor Disruption

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

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

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

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

materials (at least equal to the amounts that would have otherwise been collected in the Customer's Cart) at no additional charge on the next regular collection cycle for each material.

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

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

1. An amount equal to the Administrative Fee reduction due to the Customer credits for reduction in service so that the City does not experience any Administrative Fee revenue loss due to those Customer credits.
2. An additional City cost reimbursement amount of two thousand dollars (\$2,000.) for each day of Labor Disruption to reimburse City staffing and other costs for managing the impacts of the Labor Disruption;
3. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
4. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
5. A performance fee of twenty thousand dollars (\$20,000.) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

The performance fees listed as 3 through 5, above, are intended to apply to any complete work stoppage where alternative, but substantially equivalent service by non-striking employees or otherwise, is not provided by the Contractor. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees or otherwise at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the daily performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Customers receiving substantially equivalent service on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

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

Fees paid by the Contractor under the terms of this Section 3.1.20 are not regular performance fees for the purposes of Section 5, and shall not be counted in the cumulative performance fee default threshold referenced in Section 5.2 (6).

3.1.21 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available assistance with site planning and building design review to either the City and/or property owners/managers. The assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area. Contractor planning assistance for optimizing loading docks and other areas shall also be

available for existing building owners/managers when realigning Garbage, Recyclables, and Compostables services. All assistance shall be provided by the Contractor in a timely manner so as to not delay the planning and review process.

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

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

All communications regarding this process shall be conducted electronically via email.

3.1.22 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities whether located on public or private property, including street curbs. If such improvements, facilities, utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the City for repairs. If the damage creates a public safety issue that requires an immediate response, the Contractor shall, along with notifying the City immediately in writing, call the City at (206) 801-2700 to inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the Contract. The City shall not be liable for any damage to property or person caused by the actions of the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

3.1.23 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than ninety (90) days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

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

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

3.1.24 Hiring Preference

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

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

3.1.25 Performance Review

The City may, at its option, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited, to a review of the Contractor's performance relative to requirements and standards established in this Contract. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

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

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

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

3.1.26 Continual Monitoring and Evaluation of Operations

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

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

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

3.1.27 Collection/Disposal Restrictions

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

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

The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Hazardous Waste, or for other hazardous materials or substances that are either restricted from disposal or would pose a danger to collection crews (including but not limited to any household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and radioactive material) or the environment and that are included with any materials collected under this

Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Hazardous Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed to recover recyclable material, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County as it currently exists as of the Date of Execution of this Contract or as thereafter amended, or as otherwise directed by the City in writing, and the Contractor receives prior written approval from the City of the Contractor's procedures and policies for diverting Garbage for processing. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station, or such other disposal fee as the City directs the Contractor to use in writing, and shall charge hauling fees no higher than provided for in Attachment B.

3.1.28 Container Weight Review and Modification

If either the City or Contractor believe that changing conditions have increased or decreased average Container weights, that party may conduct a Container weight study for any or all Customer sectors. The study shall use a mutually agreed-upon methodology as to sampling size and measurement protocol, but in any event the study shall be based on a statistically significant sample size. The initiating party shall pay for the study and the Contractor shall coordinate its collection routes and operations to accommodate the study at no additional cost. The results of the study shall be used to update the disposal components listed in Attachment B of this Contract. Any changes to Container weights used to calculate Attachment B disposal components shall be timed to be effective on the annual January 1st rate modification.

3.1.29 Emergency Response

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

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

3.2 Collection Services

3.2.1 Single-family Residence Garbage Collection

3.2.1.1 Subject Materials

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

3.2.1.2 Containers

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

3.2.1.3 Specific Collection Requirements

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

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

On Customer request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Cart with no Putrescible Wastes. Customers subscribing at this service level will continue to receive regularly scheduled Curbside Recycling and Compostables services.

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

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

Carry-out charges shall be assessed in twenty-five (25) foot increments only to those Customers for whom the Contractor must move a Container over five (5) feet to reach the curb at the collection vehicle's nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Micro-can, Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

The Contractor shall advise Customers on appropriate strategies for addressing wildlife problems, including providing information on Customer behavioral changes, additional containerization, appropriate set-out times and locations and, when necessary, shall provide enhanced carts at the rate listed in Attachment B.

3.2.2 Single-family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residence Customers as part of basic Garbage collection services, without extra charge.. As operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Attachment D. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may, with collaboration with the Contractor, result in one or more materials being added or removed from the Recyclables listed in Attachment D.

3.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart.

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

3.2.2.3 Specific Collection Requirements

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

The Contractor shall collect all properly prepared Single-family Residence Recyclables from Single-family Residence Customers subscribing to Garbage service. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in D.

3.2.3 Single-family Residence Compostables Collection

3.2.3.1 Subject Materials

Compostables collection service shall be offered to all Single-family Garbage Customers without additional charge for the initial Compostables Cart. Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate written problem notice explaining why the material was rejected.

3.2.3.2 Containers

The Contractor shall provide a Cart for Compostables to Customers at no additional charge, as part of the basic Compostables service. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Compostables Carts to those Single-family Residence Customers requesting less capacity than provided by the default Compostables Cart. Compostables Carts shall be delivered by the Contractor to all subscribing Customers within seven (7) days of the Customer's initial request.

The Contractor shall also provide a smaller capacity Container ranging from 10-15 gallons in capacity for Customers wishing to use a Container only for Food Scraps. The model Container used for this option shall be approved in writing by the City prior to the Contractor purchasing inventory.

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

The Contractor shall distribute to all requesting Single-family Residence Customers a City-purchased kitchen Food Scrap collection container. The Contractor shall include instructional materials and sample liners, subject to the City's prior written approval, with all kitchen Food Scrap collection containers.

3.2.3.3 Specific Collection Requirements

Compostables shall be collected weekly on the same day of the week as Garbage collection is provided. Collections shall be made from Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of the subscribed Container size may be charged Extra Units in 32-gallon increments, as included in Attachment B. Customers may also subscribe for an additional Compostables Cart at the rate provided in Attachment B. For the two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge.

The Contractor shall provide annual holiday tree collection on the first full week of each year at no additional charge for both Single-family and Multifamily Customers. Clean uncontaminated (e.g. no tinsel or ornaments) tree sections up to six feet in length shall be collected without further preparation. The Contractor may require Customers to cut trees in half or as needed to meet processor requirements. Compostables in excess of the Cart capacity subscribed by the Customer may be placed in Carts, paper bags, bundles, or repurposed and relabeled Garbage Cans next to the initial Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set-out location.

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

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

3.2.4.2 Containers

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

Materials in excess of the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

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

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

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall provide locks for Containers upon request, remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge. Additional roll-out charges shall be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position and for bagged or bundled materials placed next to the Container. The Contractor shall collect any litter or debris adjacent to the collection Container (within 10 feet of the Container or within the Container enclosure, whichever is less) as part of the collection service. Individual pieces of litter collected by the Contractor are not considered Extra Units.

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

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

3.2.5 Multifamily Complex and Commercial Recyclables Collection

3.2.5.1 Subject Materials

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

3.2.5.2 Containers

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

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

3.2.5.3 Specific Collection Requirements

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

The Contractor and City shall jointly develop a protocol to address Multifamily Complex and Commercial recycling contamination issues. The protocol will address thresholds for when contamination levels trigger Customer contact, when to put a Customer on "probation" for possible discontinued collection, when to suspend collection service and remove the subject Container, and finally, procedures for allow a Customer to resume service after it has been suspended due to contamination. The Contractor shall implement the protocol consistently for all Customers and shall notify the City via e-mail of any Customer being handled under the protocol.

3.2.6 Multifamily Complex and Commercial Customer Compostables Collection

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

3.2.6.1 Subject Materials

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

tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected. If the problem persists, the property manager and the City Contract Manager shall be notified by email or writing.

3.2.6.2 Containers

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

3.2.6.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Compostables collection shall occur at least weekly or more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall address contamination issues in a manner similar to the protocol for Multifamily Complex and Commercial Customer Recyclables, as described in Section 3.2.5.3.

3.2.7 Drop-Box Container Garbage Collection

3.2.7.1 Subject Materials

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

3.2.7.2 Containers

The Contractor shall offer rental of non-compacted Drop-box Containers at the rates listed in Attachment B. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned or -leased compactors.

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

3.2.7.3 Specific Collection Requirements

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

The Contractor may charge additional time or mileage only upon the Customers prior approval and only when the Customer directs material to a facility other than the closest King County disposal facility. For example, Garbage that contains materials that are not accepted at King County transfer stations, but are still subject to County flow control direction to a designated or licensed facility other than the closest transfer station. In that case, the Contractor shall inform the Customer of the additional charges to transport the material to the proper facility.

3.2.8 Temporary (Non-Event) Container Customers

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

3.2.9 Special Event Services

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

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

3.2.10 City Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City facilities as a part of this Agreement and at no additional charge. A municipal facility list, as of March 2016, is provided as Attachment E to this Contract.

The City may add facilities and parks in addition to those provided in Attachment E at no additional cost, provided that the increase in City services is proportional with the increased value of service provided under this Agreement over time. For example, the value of service provided in the first year of the Contract would be multiplied by the ratio of gross Contract revenues in the then-current prior year divided by the gross Contract revenues in the initial Contract year to determine the appropriate growth in City services. If the City wishes to add facilities and parts beyond the proportional increase anticipated by this section, the City shall pay the Contractor Attachment B rates for those services.

Tenants or other occupants of a municipal facility, other than those who operate the facility as a contractor of the City, shall not be entitled to the free service provided for by this section, but may be charged by the Contractor in accordance with this Contract for the collection of Garbage, Recyclables and Compostables.

In cases in which Garbage, Recyclables or Compostables is generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Attachment B. For example, the City would pay Contractor for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at

all City facilities in the ordinary course of their operations otherwise will be collected by the Contractor without charge to the City.

3.2.11 City-Sponsored Community Events

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

- **City Drop-off Collection Events:** The Contractor shall support City special drop-off recycling events each year for City residents (proof of residency required). The Contractor shall provide staff and equipment support at City special drop-off collection events as directed by the City, including the provision of up to ten Drop-box Container hauls (including delivery, rental and recycling/composting) annually. The City shall pay the Contractor for staffing and any additional Container provision and hauls above the ten initial hauls provided each year at the Attachment B unit rates. These events do not include garbage collection and disposal.
- **Parks Clean-up Support:** The Contractor shall support City clean-up events with up to 10 Drop-box Container hauls (including delivery, rental and recycling/composting) annually. Contractor shall provide 10-40 yard Drop-box containers (or other sizes approved by the City) without charge to the City. These events do not include garbage collection and disposal.
- **Collection at Special Events:** The Contractor shall annually provide up to two hundred total Carts for Garbage, Recycling and/or Compostables with daily collection and disposal during City-sponsored events without charge regardless of the duration of the event. The City shall pay the Contractor for any additional Carts above that limit at the Attachment B unit rates.

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 the same approach as described in Section 3.2.10 shall be used to determine the City's ability to add additional community events at no cost to the City.

3.2.12 On-call Bulky Waste Collection

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

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Attachment B to this Contract, provided that Customers request collection no later than the day before their regular Garbage collection day.

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

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

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 3.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers.

3.2.13 Excluded Services

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

3.3 COLLECTION SUPPORT AND MANAGEMENT

3.3.1 General Customer Service

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

- Answering Customer telephone calls and e-mail requests;
- Requesting at start of service Customer's preference for notification of service changes via rob-calls, texts or emails;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing; and,
- Maintaining and updating regularly as necessary a user-friendly internet website.

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

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a Shoreline-specific local or toll free telephone number with sufficient physical capacity to meet Section 3.3.2.4 performance requirements. The holiday collection schedule described in Section 3.1.7 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during Office Hours for communication with the public and City representatives. Customer calls shall be taken during Office Hours by a person, not by voice mail. During all non-Office Hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls.

3.3.2.1 Customer Service Representative Staffing

During Office Hours, the Contractor shall maintain sufficient staffing to provide timely response to complaints and service requests, consistent with required Contract response times for Customer communications. During office hours, Customers shall not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but shall be routed directly to a Customer service representative. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

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

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

3.3.2.2 City Customer Service

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

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

3.3.2.3 Service Recipient Complaints and Requests

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

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

3.3.2.4 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of human answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than one (1) minute, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. The Contractor is encouraged to provide a "call-back" function

to handle high call volumes. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during Office Hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office – both the Customer Service Office and the Customer Service Center – is closed.

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

3.3.2.5 Corrective Measures

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

3.3.2.6 Contractor Internet Website

The Contractor shall provide a searchable user-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at least contact information in English and translated into a minimum of four (4) languages determined by the City, collection schedules, day of collection map that is dated as of the last change and always current, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. Emailed Customer service requests shall be answered within one business day of receipt. The website shall offer Customers the option to receive and pay their service bills on-line through a secured bill payment system that enables Customers to make one-time or ongoing payments via credit card or checking/savings account at no extra charge.

The website design shall be usability tested and then submitted for City approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to City requests for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within forty-eight (48) hours of the time of the request. Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website within four (4) hours of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall review the website monthly, update as needed, and send emails of the updates to the City. Appropriate links shall be provided to the City's website and the Contractor shall check monthly that all links (including both City and non-City) links are current. The website shall include information requested by the City translated into a minimum of four (4) languages other than English, including

Spanish, Korean, Vietnamese and Russian. Upon City request, the Contractor shall provide a website utilization report indicating the usage of various website pages and email option.

The Contractor shall also provide an optimized website via telephone “application” to allow Customers to have optimized smart phone access to the Contractor’s website. The Contractor shall develop the application and seek City review and input prior to rolling out the service to Customers. The application shall be functional and fully available to Customers no later than September 1, 2017.

3.3.2.7 Storefront Customer Service Center

The Contractor shall open a Customer Service Center and Storefront within the Shoreline city limits by March 1, 2017. A later opening date is allowed with written authorization from the City. The storefront shall be consistent with the specifications and functions described in Attachment F to this contract.

3.3.2.8 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

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

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

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

3.3.2.9 Customer Communications

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

3.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every other month, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters 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 Attachment B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, 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 e-mail 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.

Customers may temporarily suspend collection services due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual services received. The Contractor may charge a weekly vacation hold/standby fee as listed in Attachment B instead of retrieving Carts for those Customers who request a vacation hold greater than two weeks in duration.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts for specific Customer sectors;

- Maintaining a system to monitor Customer subscription levels, record excess Garbage or 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;
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Collecting unpaid charges from Customers for collection services; and
- Implementing rate changes as specified in Section 4.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the 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 to manage its solid waste program, including, but not limited to, developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

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

The City may, at its option, transition to a billing agent relationship with the Contractor where the Contractor shall bill City-specified rates to Customers for all services under this Contract on the City's behalf and then receive, post and remit all funds to a City-specified account. The City shall then manage the receipts and pay the Contractor Contract rates, including or excluding the disposal cost component depending on whether the City elects to pay Garbage disposal fees directly to King County. In the event that the City elects to shift to a billing agent relationship, the City and Contractor agree to negotiate the terms of transition, direct payment of disposal fees to King County, inclusion of additional billed utilities and other items in good faith, provided that the Contractor's underlying compensation for Contract services, other than the disposal component, shall remain substantially the same.

3.3.4 Reporting

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

3.3.4.1 Monthly Reports

On a monthly basis, within fifteen (15) days of the last day of each month, the Contractor shall provide a report containing the following information for the previous month:

1. A billing summary that provides the number of Customers billed at each service level (e.g. by container size, extra services) for each service sector (e.g., Single-family Residence, Multifamily Complex, Commercial Customers and Drop-box hauls by Container size), the total number of Customers for each type of service by sector, Customer receipts by each service level, and total billings.
2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Compostables, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
3. Reports from the Contractor's Customer service telephone system showing total call volume, total calls answered, average speed of answer, average hold time, total number of abandoned calls, abandonment rate, and average time to abandonment.
4. Website utilization report showing total number of Customers paying their bills on-line, total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each collection sector. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables market prices, contamination levels and processing residues disposed as Garbage and a description of the methodology used to determine contamination or residual levels (e.g. sample loads from an individual route truck, aggregate samples from all loads delivered to a facility, etc.).
7. A list of current disposal or processing fees per ton for each material collected.
8. A description of any vehicle accidents, infractions, leaks or spills.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages related for City services and events.

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

3.3.4.2 Annual Reports

On an annual basis, by January 30th, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector and plans for the coming year.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size and serial number of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
8. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
9. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
10. A log of plans reviewed per 3.1.21

3.3.4.3 Ad Hoc Reports

The City may require specialized ad-hoc reports from the Contractor at no additional cost to the City, provided that such reports do not require the Contractor to expend more than two hundred (200) staff hours each calendar year to complete. If ad hoc reporting requires over two hundred (200) hours in a particular calendar year, the Contractor may charge the City for additional staff time at a rate of \$35 per hour. The Contractor shall inform the City of the cumulative total of hours expended, supported by a listing of staff names, date of work, work task and hours expended, upon the completion of each report requested by 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 such format and with such software compatibility as reasonably may be specified by the City.

3.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction and approval of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, on-site commercial Recycling and Compostables technical assistance, distribution of City-developed promotional and educational pieces at the City's direction, and implementation of on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. Each September, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences.

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Complex sites to encourage recycling participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection containers, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

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

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

3.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new

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

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

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

3.3.7 Mandatory Collection Implementation and Enforcement

The City and Contractor shall work together to design policies and procedures to implement mandatory Single-family Garbage collection with full implementation to occur within six months of the Date of Commencement of Service. Contract Attachment G provides a description of anticipated mandatory collection implementation roles and responsibilities, as envisioned at the time of Contract execution. The specific roles, responsibilities and actions shown on Attachment G may be administratively revised from time to time in response to Shoreline City Code revisions enacted by the City Council, as well as corrections and policy changes developed as experience with mandatory collection is gained.

4. COMPENSATION

4.1 Compensation to the Contractor

4.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. These payments shall comprise the entire compensation due to the Contractor.

In 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 services performed, or for any other reason, except as specifically described in this Contract, or for services the City obtains as a Customer.

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

4.1.2 Itemization on Invoices

All applicable City, County, and Washington State solid waste or household hazardous waste taxes or fees, utility taxes, and (if allowed under the last paragraph of Section 4.1.2) sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B, except that the City Administrative Fees shall be included in Attachment B rates and shall not be itemized separately on Customer invoices.

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

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

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component.

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

4.1.3 Single-family Residence Customer Bill Reduction

The City shall provide the Contractor with a monthly list of senior and low income Customers eligible for utility tax waivers. The Contractor shall invoice those Customers regular rates for the service level selected, however, no utility tax shall be assessed to those Customers.

4.2 Compensation to the City

4.2.1 Fees Paid to City

The Contractor shall pay to the City a one-time fee of fifty thousand dollars (\$50,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee on or before the fifteenth (15th) day of each month during the term of this Contract, starting on April 15, 2017. The Administrative Fee shall be based on the gross revenues received by the Contractor from Commercial and Multifamily Customers under this Agreement, excluding Drop-box disposal fees. The initial Administrative Fee shall be assessed at (12.3%) of gross revenues received by the Contractor from those Customers since the last Administrative Fee payment period, consistent with the administrative fee calculations shown in Attachment H. The Contractor's obligations to pay the Administrative Fee shall extend past the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

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

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 Administrative Fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2015), as may be adjusted from time to time by the State of Washington.

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

4.3 Compensation Adjustments

4.3.1 Annual CPI Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B, excluding waste disposal fees, for each level of service shall increase or decrease each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2018 will be based on the CPI for the twelve (12) month period ending June 30, 2017.

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

Rates shall be adjusted annually, beginning January 1, 2019. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2018. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period, and the Contractor shall lose the right to appeal this action.

On City review and verification, the new rates shall take effect on January 1st of the following year, and Customers shall be notified by November 15th, forty-five (45) days prior to the new rate going into effect. Should ratepayers not receive notification by November 15th, due to missed deadlines by the Contractor,

implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment H.

4.3.2 Periodic Adjustments

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified by the Contractor in its proposal and included in Attachment B of this Contract.

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

4.3.3 Changes in Disposal or Compostables Processing Sites

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

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

4.3.4 Other Modifications

Except as otherwise expressly provided for by this Contract, Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees other than directed by the City subject to 4.3.3, Garbage collection service level shifts, or other changes affecting the collection system.

In the event that unforeseen temporary market circumstances prevents or precludes compliance with the requirements of Section 3.1.12, the Contractor may request a temporary adjustment or other relief from the requirements of that Section 3.1.12. The City may request any and all documentation and data reasonably necessary to evaluate such request by the Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the City shall take reasonable steps, consistent with State law, to protect the confidential or proprietary nature of any data or information supplied by the Contractor.

If an unforeseen market circumstance persists more than nine (9) months, the Parties agree to engage in good faith negotiations to determine a mutually acceptable course of action, including but not limited to eliminating the materials from the list of Recyclables, changing Customer preparation requirements, modifying Contractor rates, or any other mutually-agreeable solution.

The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon the City's review of the Contractor's request, the City shall approve or deny the request, at its sole discretion.

4.3.4.1 New or Changes in Existing Taxes

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

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

4.3.4.2 Changes in Service Provision

In the event that either the Contractor or City propose any changes in how Contract services are provided that reduce Contractor costs by over twenty thousand dollars (\$20,000), including, but not limited to, such measures as taking advantage of the regional direct disposal rate, the Contractor shall promptly notify the City in writing of such reduced costs and expected Customer impacts. If the City reasonably believes that the changes will result in an adverse effect on City Customers, the City may, at its sole option, reject the proposed change. Otherwise, the Contractor and City shall mutually agree on how to split the savings between the Contractor and Customer to reflect any potential net decrease in Customer convenience due to the change.

4.4 Change in Law

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

5. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees, and Section 5.2 details default provisions and procedures.

5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present a documented incident report to the Contractor detailing such unsatisfactory performance. The

Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation, and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. Performance fees shall consist of the following, as well as those set forth in Section 3.1.20:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five thousand dollars (\$5,000) per vehicle per day.
3	Failure to promptly clean-up or collect leaked or spilled materials after notification by the City.	Twice the cost of cleanup to the City or King County, plus five hundred dollars (\$500) per incident.
4	Repeated leakage or spillage from Contractor vehicles or of vehicle contents after City notification to the Contractor of the problem.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within one business day of notification.	Two hundred fifty dollars (\$250) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification.	One hundred dollars (\$100) per incident to a maximum of five thousand dollars (\$5,000) per vehicle per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
7	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Five thousand dollars (\$5,000) per block segment if collection is not performed the following day.
8	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
9	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
10	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-family Residence Customers requesting service after the Date of	Twenty-five dollars (\$25) per incident.

	Action or Omission	Performance fees
	Commencement of Service.	
11	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
12	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
13	Failure to maintain clean, sanitary and properly painted Containers, vehicles and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
14	Collection of Recyclables, Yard Debris, or Compostables in a vehicle placarded for Garbage collection without the express written permission of the City.	Two thousand dollars (\$2,000) per vehicle, per incident..
15	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
16	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
17	Failure to deliver Garbage, Recycling, and Compostables Containers to all existing Multifamily Complex and Commercial Customers, as requested on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
18	Failure to include City authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-family Residences, or failure to affix required City authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
19	Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.14.	One hundred dollars (\$100) per placard per vehicle per day.
20	Inability to reach the Contractor's staff via the emergency telephone number.	Five hundred dollars (\$500) per incident.
21	Charging Multifamily Complex Customers or Commercial Customers for Recycling services that otherwise should be provided at no additional charge.	Refund of fees paid by the Customer plus one thousand dollars (\$1,000) per incident.
22	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor-provided Containers.	Fifty dollars (\$50) per Container.
23	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

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

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The City shall notify the Contractor of an assessment of performance fees within thirty (30) days of the City becoming aware of the violation. The Contractor shall be required to pay the City the

invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The decision of the City shall be final.

5.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the Contractor shall be in default of the Contract should, including but not limited to, any of the following occur:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract except as provided pursuant to Section 3.1.20;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees in excess of twenty thousand dollars (\$20,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 3.1.20.

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

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to

contractors in the normal course of their business; to Yard Debris generated and hauled by private landscaping services; or to Compostables hauled by common or private carriers.

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

7.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records, which upon reasonable notice shall be available for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 4.4.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within ten (10) business days of the request. The weight slips may be requested for any period during the term of this Contract.

7.3 Insurance

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

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

7.3.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Pollution liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as additional an insured under the Contractor's Commercial

General Liability insurance policy with respect to the work performed using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed. The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

7.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) per accident.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) each occurrence, and five million dollars (\$5,000,000) general aggregate.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

7.3.3 Deductibles and Self-Insured Retentions

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

7.3.4 Other Insurance Provisions

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

The coverage shall state that the Contractor's shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained

by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

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

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

7.3.5 Acceptability of Insurers

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

7.3.6 Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

7.3.7 Subcontractors

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

7.3.8 ACORD Form

If an "ACORD" form of Certificate of Insurance is provided to the City pursuant to this section, it must include the following:

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

7.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount of two million dollars (\$2,000,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a

new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. 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.

7.6 Confidentiality of Information

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

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor in writing regarding the public records request, as allowed by Chapter RCW 42.56.540. Per City policy, the Contractor shall be provided ten (10) business days after such notification within which to seek a court order prohibiting the release of the records. The City assumes no contractual obligation to enforce any exemption. Nevertheless, if the Contractor within such 10-day period initiates action for a court order prohibiting the release of any records, the City agrees to await a determination with respect to the matter before releasing the applicable records. Notwithstanding the provisions of this Contract, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist the City in producing such records, within the time frames and parameters set forth in state law.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

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

the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

7.7.2 Assignment, Subcontracting, Delegation of Duties

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

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

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

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

7.7.3 Merger or Sale of Contractor Operations

In the event the Contractor wishes to change the trade name under which it does business within the City Service Area, the Contractor shall designate to the City the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name, provided that temporary name plates (magnetic, stickers or other) shall be affixed to vehicles within thirty (30) days of the change. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 5.1.2.

7.8 Laws to Govern/Venue

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

7.9 Compliance with Applicable Laws and Regulations

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

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

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

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

7.10 Permits and Licenses

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

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

7.11 Relationship of Parties

The City and Contractor intend that an independent City/Contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

7.12 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of

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

7.13 Bankruptcy

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

7.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any Washington State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 3.1.18, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

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

7.15 Force Majeure

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

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

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

7.16 Illegal Provisions

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

7.17 Waiver

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

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

The Contractor's proposal, dated January 4, 2016, submitted in response to the City's Request for Proposals, is incorporated by reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail. The City may approve changes to vehicle and Container make, model and specifications at the City's discretion.

7.19 Disputes Resolution

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

7.20 Entirety

This Contract and the attachments affixed hereto are herein incorporated by reference and represent the entire agreement or contract terms between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

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

RECOLOGY CLEANSCAPES INC.

By *Michael J. Sangiacomo*
(Print) MICHAEL J. SANGIACOMO

CITY OF SHORELINE

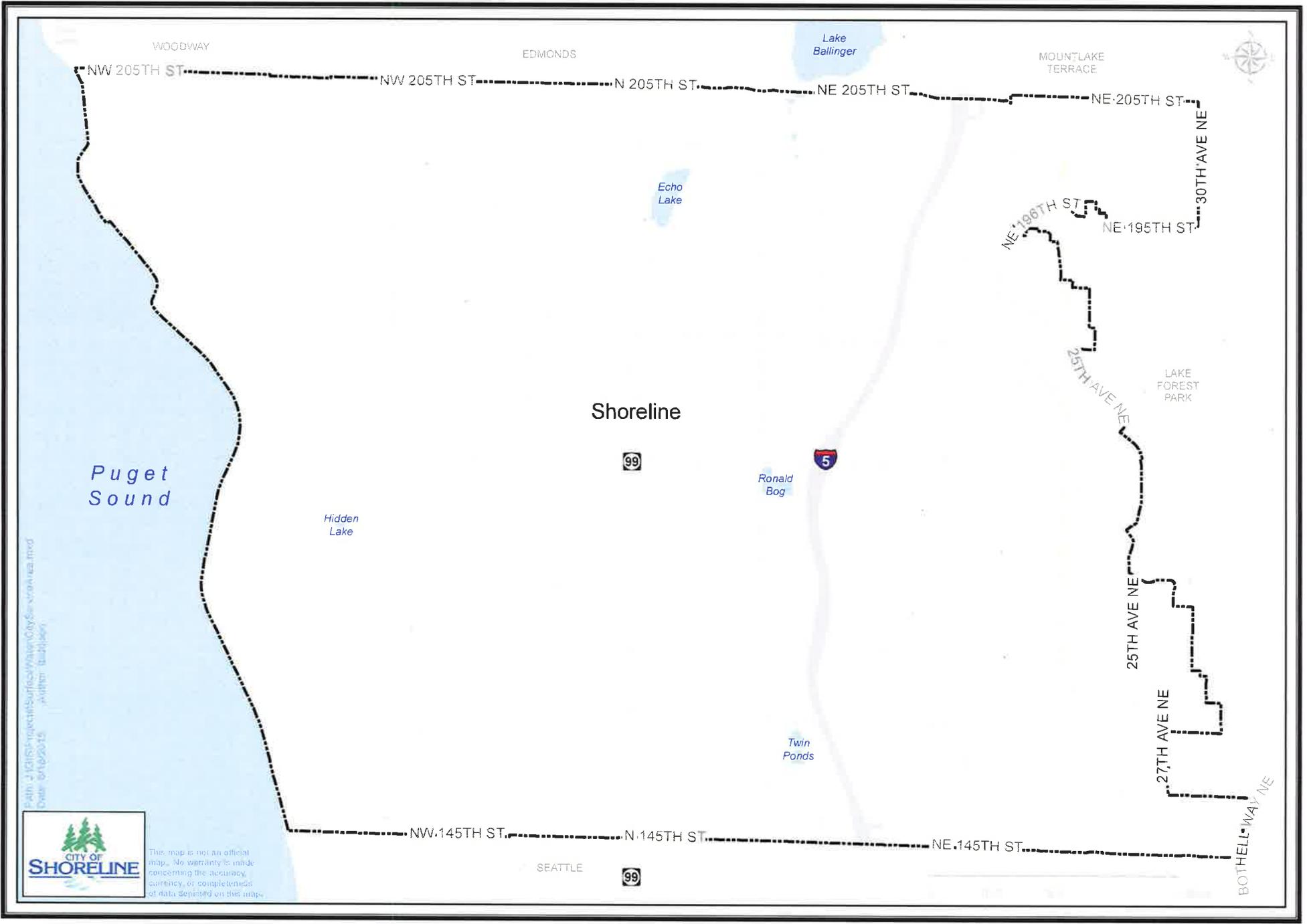
By *Debbie Tarry*
Debbie Tarry, City Manager

Approved as to Form:
By *[Signature]*
City Attorney

Attachments

- Attachment A: City Service Area
- Attachment B: Contractor Rates
- Attachment C: On-Route Contamination Monitoring
- Attachment D: Recyclables List
- Attachment E: City Facilities
- Attachment F: Storefront Customer Service Center
- Attachment G: Mandatory Collection Implementation
- Attachment H: Rate Modification Example

Recology.
Reviewed by:
BB
Legal



PATH: C:\GIS\Projects\Surface\CityServiceArea.mxd
 Date: 10/26/2015 10:11:11 AM
 User: jrb



This map is not an official map. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

Attachment B
Contractor Rates
Monthly Rates Unless Otherwise Specified

	Service Level	Disposal Fee	Collection Fee	Total Service Fee	
Monthly	One 32 gallon Garbage Cart	\$ 1.15	\$ 8.41	\$ 9.56	
Weekly Residential Curbside Service	One 10 gallon Micro-Can	\$ 1.56	\$ 10.70	\$ 12.26	
	One 20-gallon Garbage Cart	\$ 3.12	\$ 14.77	\$ 17.89	
	1 32/35-gallon Garbage Cart	\$ 5.00	\$ 18.52	\$ 23.52	
	1 45-gallon Garbage Cart	\$ 7.02	\$ 25.51	\$ 32.53	
	1 60/64-gallon Garbage Cart	\$ 9.99	\$ 27.04	\$ 37.03	
	1 90/96-gallon Garbage Cart	\$ 14.99	\$ 31.05	\$ 46.04	
	Additional 32 Gallon Cans (weekly svc)	\$ 5.00	\$ 7.50	\$ 12.50	
	Extras (32 gallon equivalent)	\$ 1.15	\$ 2.85	\$ 4.00	
	Miscellaneous Fees:				
	Extra Yard Debris (32 gallon bag/bundle/can)			\$ 3.00	
	2nd and Additional 96-Gallon Yard Waste Cart			\$ 6.00	
	Return Trip			\$ 6.00	
	Vacation/Service Hold (weekly)			\$ 1.00	
	Roll-out Charge, per 25 ft, per cart, per time			\$ 3.00	
	Drive-in Charge, per month			\$ 6.00	
	Overweight/Oversize container (per p/u)			\$ 3.00	
	Redelivery of one or more containers			\$ 10.00	
Cart Cleaning (per cart per cleaning)			\$ 10.00		
On-Call Bulky Waste Collection	Non-CFC Containing Large Appliances ("white goods"), per item			\$ 20.00	
	Refrigerators/Freezers/Air Conditioners per item			\$ 30.00	
	Sofas, Chairs, per item	\$ 6.50	\$ 13.50	\$ 20.00	
	Mattresses, Boxsprings, per item	\$ 6.50	\$ 13.50	\$ 20.00	
Weekly Commercial Can and Cart	One 20-gallon Garbage Cart	\$ 3.12	\$ 13.31	\$ 16.43	
	1 32/35-gallon Garbage Cart	\$ 5.00	\$ 14.46	\$ 19.46	
	1 45-gallon Garbage Cart	\$ 7.02	\$ 16.32	\$ 23.34	
	1 60/64-gallon Garbage Cart	\$ 9.99	\$ 18.43	\$ 28.42	
	1 90/96-gallon Garbage Cart	\$ 14.99	\$ 20.42	\$ 35.41	
	Extras (32-gallon equivalent)	\$ 1.15	\$ 3.92	\$ 5.07	
	Ancillary Fees:				
	Weekly 64-gal Cart Yard Debris/Foodwaste service			\$ 24.04	
Return Trip			\$ 7.61		
Roll-out Charge, per addtn'l 25 ft, per cart, per p/u			\$ 1.90		
Redelivery of containers			\$ 12.68		
Cart Cleaning (per cart per cleaning)			\$ 12.68		
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	\$ 102.71	\$ 79.65	\$ 182.36	
	1.5 Cubic Yard Container	\$ 205.43	\$ 156.76	\$ 362.19	
	2 Cubic Yard Container	\$ 308.14	\$ 233.87	\$ 542.01	
	3 Cubic Yard Container	\$ 410.86	\$ 310.97	\$ 721.83	
	4 Cubic Yard Container	\$ 513.57	\$ 388.09	\$ 901.66	
	6 Cubic Yard Container	\$ 760.00	\$ 425.00	\$ 1,185.00	
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	\$ 29.35	\$ 59.29	\$ 88.64	
	1 Cubic Yard, 2 pickups/week	\$ 58.69	\$ 112.26	\$ 170.95	
	1 Cubic Yard, 3 pickups/week	\$ 88.04	\$ 165.21	\$ 253.25	
	1 Cubic Yard, 4 pickups/week	\$ 117.39	\$ 218.17	\$ 335.56	
	1 Cubic Yard, 5 pickups/week	\$ 146.73	\$ 271.13	\$ 417.86	
	1.5 Cubic Yard, 1 pickup/week	\$ 44.02	\$ 82.61	\$ 126.63	
	1.5 Cubic Yard, 2 pickups/week	\$ 88.04	\$ 158.89	\$ 246.93	
	1.5 Cubic Yard, 3 pickups/week	\$ 132.06	\$ 235.16	\$ 367.22	
	1.5 Cubic Yard, 4 pickups/week	\$ 176.08	\$ 311.44	\$ 487.52	
	1.5 Cubic Yard, 5 pickups/week	\$ 220.10	\$ 387.71	\$ 607.81	
	2 Cubic Yard, 1 pickup/week	\$ 58.69	\$ 106.36	\$ 165.05	
	2 Cubic Yard, 2 pickups/week	\$ 117.39	\$ 206.36	\$ 323.75	
	2 Cubic Yard, 3 pickups/week	\$ 176.08	\$ 306.38	\$ 482.46	
	2 Cubic Yard, 4 pickups/week	\$ 234.78	\$ 406.39	\$ 641.17	
	2 Cubic Yard, 5 pickups/week	\$ 293.47	\$ 506.40	\$ 799.87	
	3 Cubic Yard, 1 pickup/week	\$ 88.04	\$ 143.71	\$ 231.75	
	3 Cubic Yard, 2 pickups/week	\$ 176.08	\$ 281.09	\$ 457.17	

**Attachment B
Contractor Rates**

Monthly Rates Unless Otherwise Specified

	3 Cubic Yard, 3 pickups/week	\$ 264.12	\$ 418.46	\$ 682.58	
	3 Cubic Yard, 4 pickups/week	\$ 352.16	\$ 555.84	\$ 908.00	
	3 Cubic Yard, 5 pickups/week	\$ 44.20	\$ 1,089.23	\$ 1,133.43	
	4 Cubic Yard, 1 pickup/week	\$ 117.39	\$ 181.07	\$ 298.46	
	4 Cubic Yard, 2 pickups/week	\$ 234.78	\$ 355.81	\$ 590.59	
	4 Cubic Yard, 3 pickups/week	\$ 352.16	\$ 530.56	\$ 882.72	
	4 Cubic Yard, 4 pickups/week	\$ 469.55	\$ 705.29	\$ 1,174.84	
	4 Cubic Yard, 5 pickups/week	\$ 586.94	\$ 880.03	\$ 1,466.97	
	6 Cubic Yard, 1 pickup/week	\$ 176.08	\$ 255.80	\$ 431.88	
	6 Cubic Yard, 2 pickups/week	\$ 352.16	\$ 505.27	\$ 857.43	
	6 Cubic Yard, 3 pickups/week	\$ 528.25	\$ 754.72	\$ 1,282.97	
	6 Cubic Yard, 4 pickups/week	\$ 704.33	\$ 1,004.18	\$ 1,708.51	
	6 Cubic Yard, 5 pickups/week	\$ 880.41	\$ 1,253.65	\$ 2,134.06	
	8 Cubic Yard, 1 pickup/week	\$ 234.78	\$ 322.10	\$ 556.88	
	8 Cubic Yard, 2 pickups/week	\$ 469.55	\$ 637.85	\$ 1,107.40	
	8 Cubic Yard, 3 pickups/week	\$ 704.33	\$ 953.61	\$ 1,657.94	
	8 Cubic Yard, 4 pickups/week	\$ 939.10	\$ 1,269.36	\$ 2,208.46	
	8 Cubic Yard, 5 pickups/week	\$ 1,173.88	\$ 1,585.12	\$ 2,759.00	
	Extra loose cubic yard in container, per pickup	\$ 6.78	\$ 5.90	\$ 12.68	
	Extra loose cubic yard on ground, per pickup	\$ 6.78	\$ 18.58	\$ 25.36	
	Detachable Container Ancillary Fees (per occurrence):				
	Stand-by Time (per minute)			\$ 2.03	
	Container Cleaning (per yard of container size)			\$ 12.68	
	Redelivery of Containers			\$ 25.36	
	Return Trip			\$ 12.68	
	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial Drop-box Collection	Non-compacted 10-15 cubic yard Drop-box (6 boxes)	\$ 7.97	\$ 79.75	\$ 143.56	\$ 202.70
	Non-compacted 20 cubic yard Drop-box (7 boxes)	\$ 7.97	\$ 111.66	\$ 143.56	\$ 245.99
	Non-compacted 25 cubic yard Drop-box	\$ 7.97	\$ 127.61	\$ 143.56	\$ 267.57
	Non-compacted 30 cubic yard Drop-box (11 boxes)	\$ 7.97	\$ 143.56	\$ 143.56	\$ 289.18
	Non-compacted 40 cubic yard Drop-box (2 boxes)	\$ 7.97	\$ 159.51	\$ 143.56	\$ 332.41
	Compacted 10 cubic yard Drop-box (2 boxes)			\$ 159.51	\$ 256.25
	Compacted 20 cubic yard Drop-box (3 boxes)			\$ 159.51	\$ 277.86
	Compacted 25 cubic yard Drop-box (2 boxes)			\$ 159.51	\$ 299.46
	Compacted 30 cubic yard Drop-box (4 boxes)			\$ 159.51	\$ 321.09
	Compacted 40 cubic yard Drop-box (1 box)			\$ 159.51	\$ 364.31
	Drop-box Ancillary Fees			Per Event	
	Return Trip			\$ 31.69	
	Stand-by Time (per minute)			\$ 2.03	
	Container cleaning (per yard of container size)			\$ 12.68	
Drop-box directed to other facility (per one-way mile)			\$ 3.80		
	Service Level	Disposal Fee	Collection Fee	Haul Charge	
Temporary Collection Hauling	2 Yard detachable Container	\$ 16.22	\$ 131.64	\$ 147.86	
	4 Yard detachable container	\$ 32.45	\$ 133.94	\$ 166.39	
	6 Yard detachable container	\$ 48.67	\$ 136.25	\$ 184.92	
	8 Yard detachable container	\$ 64.89	\$ 138.55	\$ 203.44	
	Non-compacted 10 cubic yard Drop-box			\$ 186.81	
	Non-compacted 20 cubic yard Drop-box			\$ 215.55	
	Non-compacted 30 cubic yard Drop-box			\$ 244.30	
	Non-compacted 40 cubic yard Drop-box			\$ 258.66	
	Service Level	Delivery Fee	Daily Rental	Monthly Rental	
Temporary Collection Container Rental	2 Yard detachable container	\$ 81.39	\$ 7.52	\$ 81.34	
	4 Yard detachable container	\$ 81.39	\$ 7.52	\$ 81.34	
	6 Yard detachable container	\$ 81.39	\$ 7.52	\$ 81.34	
	8 Yard detachable container	\$ 81.39	\$ 7.52	\$ 81.34	
	Non-compacted 10 cubic yard Drop-box	\$ 106.83	\$ 9.87	\$ 122.01	

**Attachment B
Contractor Rates**

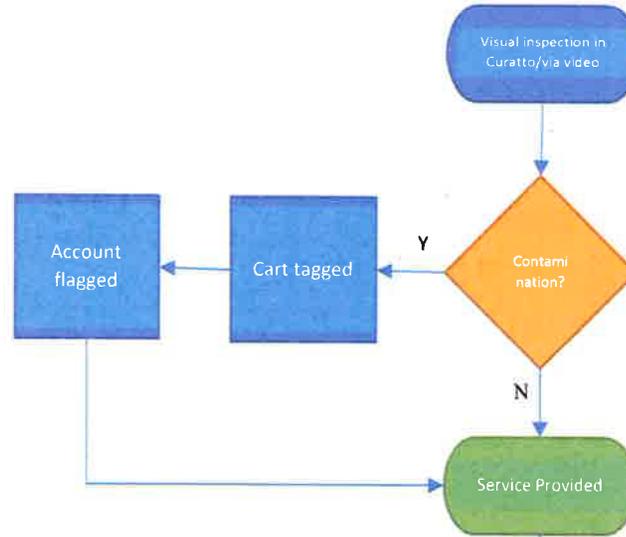
Monthly Rates Unless Otherwise Specified

	Non-compacted 30 cubic yard Drop-box	\$ 106.83	\$ 9.87	\$ 122.01
	Non-compacted 40 cubic yard Drop-box	\$ 106.83	\$ 9.87	\$ 122.01
Event Services				Per Day
	Delivery, provision, collection of a set of 3 carts (G, R &C)			\$ 31.69
Hourly Rates	Service			Per Hour
	Rear/Side-load packer + driver			\$ 158.47
	Front-load packer + driver			\$ 158.47
	Drop-box Truck + driver			\$ 158.47
	Additional Labor (per person)			\$ 85.60

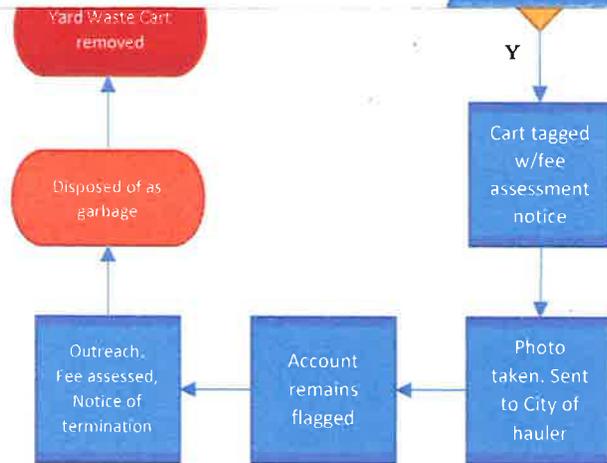
Attachment C
On-Route Contamination Monitoring – Single Family

STEP 1

**Single Family
 Tagging
 Protocol**



STEP 2



Notes:

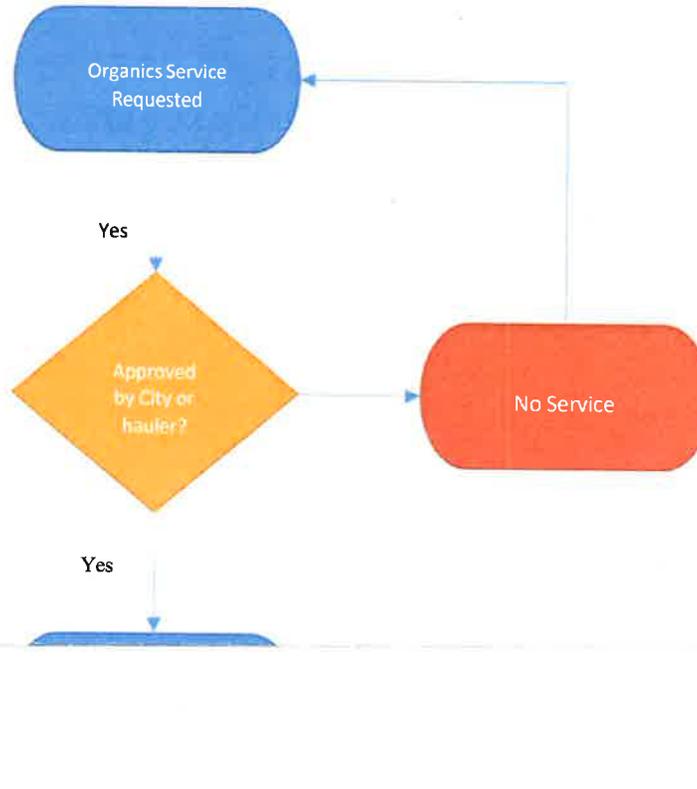
- Driver must inspect the cart before service is provided
- Tag should include a "fee has been charged box"
- Photos must be taken each time if contaminants found
- Contaminated organics to be disposed of as garbage at 3x 32 gallon extra rate
- If still on probation, should cart be visually inspected every week?

**Attachment C:
On-Route Contamination Monitoring – Multi-family & Commercial**

Multifamily and Commercial Contamination Protocol

Notes

- Service must be approved by the City or by the hauler
- Customer must sign an agreement that notes fees may be charged for contamination
- Visual inspection to be made before service provided
- Photos of contamination must be taken each time
- Commercial customers must notify hauler within 24 hours that the contamination has



Recyclable Item	Curb	Store*	Call in	Handling Instructions	Limitations	Single-Family	Multi-Family	Commercial
Aluminum (Cans, pie "tins", foil, and other aluminum parts.)	X			Place in cart.		X	X	X
Tin cans (All food and beverage tin cans.)	X			Place in cart.		X	X	X
Corrugated Cardboard	X			Flatten boxes. Place in cart or secure (e.g. box or bundle) and set next to cart.		X	X	X
Glass containers (Clear or colored jars and bottles.)	X			Empty, remove lids and place in cart.		X	X	X
Paper (mixed office paper, colored paper, newsprint, magazines, phone books, catalogues)	X			Place in cart.		X	X	X
Paper Containers (paper cups - soda, coffee; paper food cartons - milk, juice, soy, soup)	X			Empty, place in cart		X	X	X
Plastic Bags & Films (Clean, dry shopping, newspaper, and drycleaning bags.)	X			Place all plastic bags and film inside of one bag and tie to secure.		X	X	X
Plastic Containers (Bottles, cups, jugs, tubs, lids >3", food containers and trays, plant pots and similar.)	X			Empty, place in cart.		X	X	X
Rigid Plastics (5g buckets, PVC pipes, laundry baskets, plastic lawn furniture, Big Wheels, coolers, Nalgene Bottles, PVC pipe < 4 feet long.)	X		X	Cart customers: Place items in cart, or next to cart. One dimension of the object must be < 2 feet. Container customers: Place items in container.	Cart customers: Call to collect large (i.e., all dimensions are > 2 feet) items.	X	X	X
Motor Oil	X			Seal uncontaminated oil in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 3 gallons per collection	X		
Fluorescent Tubes and Bulbs	X	X		Wrap tubes in newspaper and secure with tape. Place bulbs in a sealed bag.	LIMIT: 2 tubes/bulbs per collection. LIMIT: 10 tubes/bulbs per year. Tubes must be no longer than 4ft.	X	Drop-off at store	
Used Cooking Oil (FOG)	X	X		Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 3 gallons per drop-off or pick-up. LIMIT: 10 gallons per year.	X	Drop-off at store	
Textiles	X	X		Place clean, dry clothing and household textiles in clear plastic bag.		X	Drop-off at store	
Household Batteries (Alkaline, Button, and rechargeable)	X	X		Place rechargeable and non-rechargeable batteries in separate, sealed bags. Set on top of cart.		X	Drop-off at store	
Small Appliances (microwave ovens, toaster ovens, irons, etc.)	X	X		Set on top of or next to cart.	LIMIT: 2'x2'x2' or smaller and less than 60lbs	X	Drop-off at store	
Small Electronics (2x2x2 or smaller) (Computer equipment, audio equipment, TVs, cell phones, MP3 players, VCRs and other equipment containing circuit boards)	X	X		Place in a clear plastic bag. Set on top of or next to cart.	LIMIT: 2'x2'x2' or smaller and less than 60lbs	X	Drop-off at store	
Scrap Metal (Any ferrous or non-ferrous scrap metal items (e.g., tins, aluminum lawn chair frames, pipes, fencing, or other.)	X			Place in cart or secure (e.g., bundle, box) next to cart.	Limit: Less than 6ft and 65lbs. Less than 5% non-metal components.	X	X	X
Styrofoam Blocks		X	X	Place in a clear plastic bag. Weigh down to prevent movement. Call in and set next to cart on specified day.	NO packing peanuts.	X	Drop-off at store	
Car Seats		X		Expired car seats only (6 years or older). Remove all fabric components: cover, straps, and soft 'comfort' foam.	Drop-off at store only	X	X	
Bicycles & Bike Parts		X			Drop-off at store only	X	X	
Hard-Cover Books		X	X**	Place in boxes and deliver to store.		X	X	
Small Propane Cylinders		X	X	Cylinders must be empty. Place in box next to cart. DO NOT place cylinders in cart	Only cylinders, no tanks.	X	Drop-off at store	
Bulky Items (Refrigerators, freezers, washer/dryer, water heater, stove/range, range hoods, sofas, chairs, other furniture, mattresses, and large (i.e., greater than 2'x2'x2') electronics and TVs.)			X	Call to request pick up. Fees apply.(per contract Section 2.2.1.3.)		X	Call in only	X
Construction & Demolition Debris (Wood waste, dry wall, concrete, brick, roofing, carpet, etc. Complete list in proposal.)			X	Call to request special container (2 to 40yd), Tonnage and haul fees apply.		X	X	X

*Store drop-off limited to subscribing customers.

Attachment E

City Facilities

On-going Service

City of Shoreline City	17500 Midvale Ave. N.
Hamlin Yard Maintenance Facility	16006 N.E. 15 th St.
North Maintenance Facility	19547 – 25 th Ave. N.E.
City of Shoreline Police Department	1206 N.185 th St.
Kruekeberg Botanical Gardens	20312 – 15 th Ave. N.W.
Richmond Highlands Community Center	16554 Fremont Ave. N.
Shoreline Pool	19030 – 1 st Ave. N.E.
Spartan Gym	202 N.E. 185 th St.
Twin Ponds Park	15401 – 1 st Ave. N.E.
Sunset School Park	17800 – 10 th Ave. N.W.
Ronald Wastewater	17505 Linden Ave. N. upon assumption (Oct. 2017)

As-requested Service

Boeing Creek Open Space	601 N.W. 175 th St.
Boeing Creek Park	17229 – 3 rd Ave. N.W.
Bruggers Bog	19553 – 25 th Ave. N.E.
Cromwell Park	18030 Meridian Ave. N.
Darnell Park	1125 N. 165 th St.
Echo Lake Park	1521 N. 200 th St.
Hamlin Park	16006 – 15 th Ave. N.E.
Hillwood Park	19001 – 3 rd Ave. N.W.
Innis Arden Reserve Open Space	17701 – 15 th Ave. N.W.
Interurban Trail	N. 145 th St. to N. 205 th St.

James Keough Park	2350 N. 167 th St.
Kayu Kayu Ac Park	19911 Richmond Beach Drive NW
Meridian Park	16765 Wallingford Ave. N.
North City Park	19201 – 10 th Ave. N.E.
Northcrest Park	827 N.E. 170 th St.
Paramount Park Open Space	946 N.E. 147 th St.
Paramount School Park	15300 – 8 th Ave. N.E.
Park at Town Center	N. 175 th St. to N. 185 th St.
Richmond Beach Community Park	2201 N.W. 197 th St.
Richmond Beach Saltwater Park	2021 N.W. 190 th St.
Richmond Highlands Park	16554 Fremont Ave. N.
Richmond Reserve	19101 – 22 nd Ave. N.W.
Ridgecrest Park	108 N.E. 161 st St.
Ronald Bog Park	2301 N. 175 th St.
Shoreline Park	19030 – 1 st Ave. N.E.
Shoreview Dog Off-Leash Area	320 N.W. Innis Arden Way
Shoreview Park	700 N.W. Innis Arden Way
South Woods	2210 N.E. 150 th St.
Strandberg Preserve	19101 – 17 th Ave N.W.

Attachment F

Storefront Customer Service Center

The Contractor shall open a Storefront Customer Service Center (Storefront) within the Shoreline city limits by March 1, 2017. A later opening date is allowed with written authorization from the City. The Storefront will be located centrally in Shoreline, close to public transit, and in a convenient location that already draws customers, such as near a grocery store.

The Storefront Customer Service Center shall be open no less than forty (40) hours per week, six days per week, including at least 6 hours on Saturdays, and be large enough (approximately 1,200 square feet) to serve the following functions, including storage in the back:

- provide customers with the same customer service assistance normally provided by the Recology CleanScapes Call Center, including account lookup and service changes; accept bill payments in cash, check or credit card; answer questions about what can be recycled in which cart, and distribute recycling guides to subscribers, and educational posters to schools, businesses and multi-family facilities;
- provide a drop-off location for certain Recyclable items as described in Section 3.2.2.1 and Attachment D, such as fluorescent tubes/bulbs and bikes; and a recycling education center with information on how to decrease waste including posters and brochures;
- offer items for sale that help residents see the value in products made from recycled materials, as well as other creative products and gifts intended to help customers reduce their waste and learn about conscious consumerism. Criteria for each product includes at least one of the following:
 - made from recycled material (highest priority for materials)
 - recyclable or compostable materials
 - locally made
 - unique to Recology
 - educates about the environment
 - replaces single used disposable items with a durable one;
- display one container/cart from each of the following sizes:
 - 10-gallon micro-can
 - 10 – 15-gallon container for compostables
 - 20-gallon garbage cart
 - 32/35-gallon cart;
- serve as a gathering space for community events, as well as related educational workshops, presentations, City events and other resource conservation and sustainability education, including swap events to prevent usable materials from going to the landfill.
- The City shall review and approve the range of materials accepted at the site and may add or delete specific items in response to current City needs.

Attachment G

Mandatory Collection Implementation

City of Shoreline

Communications

May - ongoing

- Letter from City Manager (CM) announcing new contract and services
- June Currents – new contract
- February Currents – reminder
- Update details on website, twitter, etc.

Events & Meetings

June - ongoing

- Provide staff for City events:
Council of Neighborhoods (June 1)
SolarFest (July 23)
National Night Out (Aug 2 flyer in packet)
Celebrate Shoreline (Aug 20)

Open House

October

- City to provide staff
- Prepare and send Press Release

Customer subscription

April - ongoing

- Follow-up non-subscribers with letter from CM

Recology CleanScapes

Communications

May - ongoing

- Produce educational materials and send to customers
- Update website, twitter, etc.

Events & Meetings

June - ongoing

- Provide staff and distribute materials for City events:
SolarFest (July 23)
Farmer's Market (once/month)
Swingin Summer Eve (July 20)
Celebrate Shoreline (Aug 20)

Open House

October

- Staff
- Produce and mail postcard to invite residents to event
- Provide carts & educational materials

Customer subscription

April – ongoing

- Provide list of non-subscribers to be contacted
- Contact customers
- Send City list of non-subscribers
- Confirm container sizes
- Confirm billing/mailing/other contact preferences
- Knock & Talk
- Include numbers in monthly report

Mandatory Collection

- Update SMC code to include mandatory collection (May – July)
- Perform ongoing Code enforcement, including up-to 10 contacts per month
- Track and update RCS in monthly report

Mandatory Collection

- Perform code enforcement pursuant to statutory authority
- Track and update City in monthly report

Attachment H

Rate Modification Examples

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

Collection Component Adjustment

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

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

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2017.

Disposal Component Adjustment

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

Step 1:

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

Step 2:

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

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and
 - NTF = The new disposal fee, dollars per ton; and
 - ODC = The old disposal charge component of the customer rate for a particular service level;
 - OTF = The old disposal fee, dollars per ton; and
 - A = Pre-excise tax adjusted disposal component; and
 - CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 35-gallon cart rate of \$23.52 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$140 to \$150 per ton starting on January 1, 2019, the old disposal component is \$5.00, and the State Excise Tax rate is 0.015, the January 2019 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$18.52 \times \left[1 + \frac{(144.3-143.2)}{(143.2)} \right] = \$18.66$$

$$\text{New Disposal Component} = [\$5.00 \times (150/140)] \text{ plus excise tax adjustment of } \$0.01 = \$5.36$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$18.66 service component plus \$5.36 disposal component, equaling \$24.02.

Administrative Fee Adjustment

The Contractor's Commercial and Multifamily rates shown in Attachment B include an embedded Administrative Fee, which may be adjusted from time to time, pursuant to Section 4.2.1. The initial contract rates have incorporated an Administrative Fee corresponding to a 12.3% fee on gross receipts from those Customers, as follows (1 yard, 1 pickup per week as example):

$$\text{Collection Fee } (\$48.26) + \text{Disposal Fee } (\$29.35) + \text{Administrative Fee } (\$10.87) + \text{Excise Tax at } 1.5\% \text{ on Administrative Fee } (\$0.16) = \text{Customer rate of } \$88.64.$$

In the event the City Administrative Fee is adjusted, the Administrative Fee portion of the Contractor's Customer rates shall be adjusted in a manner that retains the Contractor's underlying compensation to ensure that the Contractor remains whole.