

RESOLUTION R-5510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES COLLECTION SERVICES CONTRACT WITH WASTE MANAGEMENT OF WASHINGTON, INC.

1 WHEREAS; Waste Management of Washington, Inc.
2 ("Waste Management") currently provides solid waste collection
3 services under contract with the City of Kirkland ("City"), which
4 contract will expire on June 30, 2022; and
5

6 WHEREAS, in 2021, the City conducted a fair and
7 transparent competitive request for proposal ("RFP") procurement
8 process to select a contractor to provide solid waste collection
9 services to Kirkland residents, businesses, and institutions starting
10 on July 1, 2022; and
11

12 WHEREAS, Waste Management submitted a responsive
13 and responsible proposal to provide solid waste collection services
14 in response to the City's RFP; and
15

16 WHEREAS, Waste Management has demonstrated that it
17 has the experience, resources, and expertise necessary to perform
18 the contract services requested in the RFP; and
19

20 WHEREAS, Waste Management represents it has not
21 entered into any agreement, participated in any collusion, or
22 otherwise taken any action in restraint of the RFP proposal
23 process in response to which their proposal was submitted; and
24

25 WHEREAS, Waste Management is the incumbent City solid
26 waste collection services provider and has responsibly and
27 competently provided such services to Kirkland's residents,
28 businesses, and institutions consecutively for over forty years; and
29

30 WHEREAS, the City now desires to enter into this new ten-
31 and-one-half-year contract with Waste Management for the
32 services delineated in the Comprehensive Garbage, Recyclables,
33 and Compostables Collection Services Contract attached hereto as
34 Exhibit A.
35

36 NOW, THEREFORE, be it resolved by the City Council of the
37 City of Kirkland as follows:
38

39 Section 1. The City Manager is hereby authorized and
40 directed to execute on behalf of the City of Kirkland the
41 Comprehensive Garbage, Recyclables and Compostables
42 Collection Contract in substantially the form attached hereto as
43 Exhibit "A".

44
45
46
47
48

Passed by majority vote of the Kirkland City Council in open meeting this 04 day of January, 2022.

Signed in authentication thereof this 04 day of January, 2022.



Penny Sweet, Mayor

Attest:



Kathi Anderson, City Clerk

**COMPREHENSIVE
GARBAGE, RECYCLABLES AND
COMPOSTABLES COLLECTION SERVICES
CONTRACT**

**City of Kirkland
and
Waste Management of Washington, Inc.**

July 1, 2022 – December 31, 2032



**Comprehensive Garbage, Recyclables, and Compostables
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ATTACHMENTS

- Exhibit A: Service Area
- Exhibit B: Contractor Rates
- Exhibit C: Recyclables List
- Exhibit D: Rate Modification Example
- Exhibit E: Solar-powered Garbage and Recycling Containers
- Exhibit F: Residential and Commercial Contamination Protocols

The Parties, in consideration of the promises, representations, and warranties contained in this agreement and the RFP, agree as follows:

RECITALS

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

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

WHEREAS, having completed the competitive process, the City has selected the Contractor 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 agree as follows:

AGREEMENT

This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract") is made and entered into this _____ day of _____, 2022 (hereafter the "Date of Execution"), by and between the City of Kirkland, a municipal corporation (hereafter "City"), and Waste Management of Washington, Inc. (hereafter "Contractor").

DEFINITIONS

Approved Compostable Packaging: Packaging capable of undergoing aerobic biological decomposition in a system meeting the requirements of chapters 70A.205 and 70A.455 RCW, that results in the material breaking down primarily into carbon dioxide, water, inorganic compounds, and biomass.

Billing Operations Plan: The plan developed by the City and the Contractor to manage Customer billing, ownership and custody of Customer payments and other matters related to the Contractor serving as billing agent for the City's solid waste utility.

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

Cart: A Contractor-provided 10-, 20-, 35-, 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 a related or 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 Kirkland, in King County, Washington. As used in the Contract, use of the term "City" may include reference to the City Manager or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to the City or located within the city of Kirkland.

Commercial Customer: Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, Food scraps, and approved compostable packaging generated by any Residential or Commercial Customers.

Contractor: Waste Management of Washington, 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: Any Food Mini-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

Contamination Reduction Plan: The plan developed by the Contractor and annually approved by the City to address contamination in Recyclables and Compostables placed in Customer Containers. Contamination includes improperly prepared Recyclables and/or Compostables, materials that cannot be recycled or composted, and excessive moisture.

Contract: Refers to this contract for comprehensive garbage, recyclables and compostable collection services.

Contract Term: Refers to the term of this Contract as provided for in Section 1.

County: King County in Washington State.

Curb or Curbside: Refers to the real property of a Customer, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking driveways, bike lanes, or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: All account holders of the Contractor's services within the city of Kirkland.

Date of Commencement of Service: July 1, 2022, which is the date that the Contractor agrees to commence the provision of collection and other services as described in this Contract.

Date of Execution: The date that this Contract has been fully executed by all signatories.

Day/Days: Calendar days unless otherwise specified.

Detachable Container: 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: 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: An all-metal loose material or compactor container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Extra Unit: Excess material that does not fit in the primary Container of a Customer with the lid closed. In the case of Garbage Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag or Garbage can. In the case of Compostables Cart service, an extra unit is 32-gallons and may be contained in Kraft paper bags, reusable polywoven bags, or a properly labeled in Customer-owned Garbage Can. For Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-gallons.

Food Mini-can: A water-tight plastic container twelve to sixteen (12 to 16) gallons in capacity; fitted with two (2) sturdy handles or handholds and fitted with a tight cover. All Food Mini-cans provided by the Contractor shall be rodent and insect proof and kept in sanitary conditions by the Customer at all times.

Food Scraps: 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 compostable packaging products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the Public Health – Seattle & King County for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, demolition and construction wastes, residual from source separated recyclable materials, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and handling is consistent with current King County "sharps" policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Compostables.

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

Hazardous Waste: 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.

King County Disposal System: The facilities owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Amended and Restated Solid Waste Interlocal Agreement between the City and King County.

Multifamily Property: A building or portion thereof containing three or more dwelling units, unless and alternative definition is mutually agreed to by both Parties.

Office Hours: The hours of 8:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday except for the holiday schedule specified in Section 4.1.6.

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

Party: Either the City or the Contractor.

Parties: The City and Contractor.

Private Road: A privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Public Street: A public right-of-way used for public travel, including public alleys.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.

Residence/Residential: A single-family and/or multifamily living space individually rented, leased or owned.

Services: Refers to the comprehensive garbage, recyclables and compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The service boundaries indicated in Exhibit A as of the Date of Commencement of Service, which shall serve as the corporate boundaries of the city of Kirkland.

Single-Family Residence: All one-unit houses, duplexes, and mobile homes that are billed individually and located on a Public Street or Private Road.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other materials.

Strike Contingency Plan: The plan the Contractor will develop pursuant to Section 3.1.19 of this Contract.

Transition and Implementation Plan: The plan that the Contractor will develop pursuant to Section 3.1.22 of this Contract.

Unacceptable Waste: Materials not allowed in the City's collection program, including but not limited to highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

WUTC: The Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (50) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, untied reusable plastic-mesh bags, or Garbage Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

1. TERM OF CONTRACT

The Term of this Contract is ten and one-half (10.5) years starting on the Date of Commencement of Service. At the sole discretion of the City, the Contract may be extended once, and the extension of which shall not exceed two (2) years in duration. If exercised by the City, the extension shall be under the original terms and conditions of this Contract or as the Contract may have been amended at the time of the extension. To exercise the extension this Contract, written notice shall be given by the City to the Contractor not less than one hundred and eighty (180) days prior to the expiration of the Contract Term. With the written consent of the Parties, the requirement of 180 days prior notice associated with the extension may be waived.

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, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- *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 negative impact 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 made in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract 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 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 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 Service Area

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

3.1.2 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 that the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form

previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access. 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.

3.1.3 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones, including mixed-use areas 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. Same-day make-up collections for customers notifying the Contractor of a missed collection that was the mistake of the Contractor by 4:00 p.m. may be performed until 8:00 p.m. Saturday collection is allowed to the extent consistent with missed collection recovery, holiday, emergent and inclement weather schedules.

All collections from Commercial Customers may be made between the hours of 5:00 a.m. and 6:00 p.m., provided that service to those Customers shall neither disturb Residential Customers in adjoining Residential zoned areas nor violate the noise provisions of the Kirkland Municipal Code. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday 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 Kirkland Municipal Code. The City's noise ordinance may further restrict these terms and hours of collection.

3.1.4 Contractor 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 undue 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 flowerbeds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.

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

3.1.5 Disabled Persons Service

The Contractor shall provide carryout service for Garbage, Recyclables and Compostables to Single-Family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The Contractor shall use criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation, which approval shall not be unreasonably withheld by the City.

3.1.6 Holiday Schedules

The Contractor shall observe the same holiday schedule as the 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 Property Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's dedicated City web site, and by press releases to general news media in the Kirkland area by the Contractor at least one week prior to the holiday affecting service.

3.1.7 Inclement Weather

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. When inclement weather occurs, the Contractor shall notify the City by telephone or email by 6:00 a.m. of operations plans by collection sector for that business day. Once Contractor vehicles are on-route, all areas 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 6:00 p.m. on the same business day. To the extent practical, 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 6:00 p.m., including information about the planned make-up service schedule by material type.

In the event that collection services are interrupted for one week for one or more Single-Family Residential Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those Customers with interrupted service on their next regular collection day on the following week. The Contractor shall collect Garbage, Recyclables and Compostables from Multifamily Property and Commercial Customers as soon as is safely possible. For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

In the event that collection services are interrupted for two consecutive weeks or more for one or more Single-family Residential Customers due to inclement weather, the Contractor shall provide up to three (3) City-approved temporary Residential Garbage and Recycling collection sites within the City Service Area on the day of the second missed day using driver-staffed Drop-box Containers, collection vehicles, or other suitable equipment, with no extra charge assessed for such temporary service. The operating hours of the drop-off sites shall be open Monday through Friday between 7:00 a.m. and 4:00 p.m.

Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 p.m. and/or on Saturdays following disruptions due to weather in order to finish collection routes.

Weather policies shall be included in program information provided to Customers and on the Contractor's city-specific website. The Contractor shall maintain a dedicated inclement weather webpage on the Kirkland-specific website to be updated daily and as conditions change with inclement weather service information for all Customers.

The Contractor and City will develop and implement a weather-related operations and communications protocol to more specifically address management of service disruptions. This protocol will detail pre-event and post-event inclement weather designation and recovery plans, as well as identifying potential temporary collection sites. The inclement weather/disruption in service requirements in the preceding paragraphs may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 5.1 (Performance Fees).

3.1.8 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable or unsafe. 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, repeated contamination of Recyclables or Compostables, threatening or intimidating behavior toward the Contractor, or other such problems.

The Contractor shall make every reasonable effort to provide service to problem Customers. However, the Contractor may deny or discontinue service to a Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and describing how 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 causing disruptions or conflicts or is determined to be ineligible.

The Contractor shall retain Customers with discontinued service at the lowest service level for that class of Customer for billing purposes, unless otherwise instructed in writing by the City.

3.1.9 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 Customer, per the quality assurance protocol

in Section 3.1.11, of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Compostables that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one business day of receipt of the notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 a.m. the following business day, the missed pick-up shall be collected that same day, provided that the Contractor may ask Customers contacted on a Saturday whether Monday collection would be acceptable, at the Customer's option. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in Contractor's 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 may charge the Customer, at the Contractor's discretion, an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable to the City for a missed collection in such case.

3.1.10 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 Properties and Commercial Customers need not be scheduled on the same day.

3.1.11 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. 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 materials being misdirected to a market or disposal where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise recoverable materials destined for disposal.
- Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

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

Concurrently with the start of this Contract, the Contractor shall implement a Contamination Reduction Plan for Recyclables and Compostables that is consistent with industry best management practices, as described Section 3.3.5 and in Exhibit F, for tagging, probationary periods, material rejection and suspension of service. The Contamination Reduction Plan will address thresholds for when contamination levels trigger Customer contact, when to place a Customer on service probation for possible discontinued collection, when to suspend collection service and remove the subject Carts or Containers, and finally but not limited to, procedures to allow a Customer to reinstate and resume service after it has been suspended after following established contamination protocols. The Contractor shall implement the protocol consistently for all Customers and shall notify the City via email of any Customer being provided with services under the protocol. The City and Contractor shall mutually negotiate and agree on a process reflecting current best management practices used in King County for route monitoring for both Single-family Residential and Commercial/Multifamily sectors. No later than November 1 of each year, the Contractor and City shall review and update these procedures to ensure that contamination problems are addressed promptly, fairly and consistently for all sectors. The Contractor and City shall mutually agree upon changes to the plan by December 31 of each year.

The Contractor shall not charge Single-family Residence, Multifamily Property, and Commercial Customer Recyclables or Compostables contamination fees without the prior written approval of the City. If contamination fees are approved by the City for any or all customers classes, such contamination fees shall be subject to the provisions outlined in Section 4.1.

The Contractor shall offer a monthly contamination reduction incentives program to a Single-family Residence Customer or Customers who significantly demonstrate success in reducing or eliminating contamination in their Recyclable or Compostables carts. The selection of the recipient of the incentives will be at the discretion of the Contractor but subject to the approval of the City. Any incentives provided to Customers, monetary or material, shall be provided by the Contractor to the Customer at no additional cost to the City or the Customer.

The City reserves the right to engage in product stewardship and/or waste prevention activities, and Contractor acknowledges that product stewardship systems may alter the composition or quantity of Recyclables set out for collection. Based on waste prevention, product stewardship efforts, or changed market conditions, the City may elect to remove one or more materials from the Exhibit C list. The Contractor will also have the opportunity to make recommendations to add or delete materials from the accepted recyclables list. The Parties agree to determine if such removal from Exhibit C list creates significant costs or savings, and to explore changes in compensation per Section 4.2.

3.1.12 Routing, Notification and Approval

The initial day of Single-Family Residential collection at the start of this Contract is indicated on the service area map included as Exhibit A, unless a change of collection day is approved by the City. If any changes are accepted by the City, the Contractor shall provide the City with an updated map indicating all City-approved Single-Family Residential collection days. Initial maps shall be provided to the City no later than ninety (90) days prior to the Date of Commencement of Service. 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 the City's prior approval in writing, except that prior approval shall not be required for spare vehicles used for both the City and other jurisdictions serviced by the Contractor. The Contractor may use certain specialized

vehicles in more than one jurisdiction (e.g. limited access vehicle for space-restricted route areas) for scheduled services upon prior written City approval. If a collection vehicle services any Customer outside the 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. Such approval shall not be unreasonable withheld. If the City approves the proposed change, the Contractor shall provide affected Customers with at least fourteen (14) days of written notice of pending changes for the collection day. At least seven (7) days prior to the approved day change, the Contractor shall notify all affected Customers by automated notification call, texts, and/or e-mail of the pending changes. Upon completing collections the week prior to the change, the Contractor shall update their Kirkland-specific 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 extras. The Contractor shall obtain the prior written approval from the City of the written notice to be given to Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing the notice and any revised educational materials that inform these Customers of their collection day.

The Contractor may change the day of Multifamily Property or Commercial Customer collection by giving at least fourteen (14) days of written notice of pending changes of collection day to the affected Customers. The Contractor shall obtain from the City written approval of a collection day change prior to Contractor's notification of the Multifamily Property or Commercial Customer, and of the form of any notice of such change to be given to affected Multifamily Property or Commercial Customers, which approval the City shall not unreasonably withheld. The Contractor shall be responsible for the cost of designing, printing, and distributing any notifications and any revised educational materials that inform these Customers of their collection day.

3.1.13 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use near zero emission natural gas-fueled collection vehicles for Garbage, Recyclables and Compostables for Single-Family Residence collection services performed under this Contract. The Contractor may use Automated Side Load (ASL) collection vehicles for the collection of Recyclables. The Contractor shall use front-end load "Curotto-style" collection vehicles for the collection of Compostables. The Contractor may use either or both front-load or rear-load collection vehicles to service Multifamily Property and Commercial Customers. The Contractor shall use two model year 2022 Class 6 electric box trucks for cart distribution, bulky waste collection, and other related activities and shall use two electric vehicles for Kirkland route managers. Contractor shall order model year 2022 vehicles no later than 60 days from the date the Contract is executed by both parties and, once received and deployed, all vehicles will be model year 2022. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be subject to the age requirements that apply to regularly used vehicles, but shall be presentable, in safe working order, and 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, steep and/or tight locations must be used, and the Contractor shall

make such vehicles available to ensure smooth and effective collection services throughout the Service Area.

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.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City, provided they are either painted directly on vehicles or on special placards attached to vehicles. The City's 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 Waste Management at 1-800-592-9995. The vehicle inventory number shall be displayed adjacent to this message and will show, in lettering at least 6" high, an abbreviated truck designation number specific to the City. For example, K-1, K-2, etc. limited to a two-digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory conditions related to specific vehicles.

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 with the Service Area. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

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

Within the first five years of the Contract the Contractor shall conduct and complete a pilot of a Class 8 collection vehicle in Kirkland. The duration of the pilot shall be a minimum of three (3) months. The parties will mutually develop and agree upon a scope for the pilot. Upon the conclusion of the pilot, the Contractor shall submit a written report to the City that summarizes the effectiveness of the pilot and provides a recommendation as to the viability of a future full or partial deployment of electric Class 8 collection vehicles in Kirkland to replace CNG collection vehicles.

Each year, the Contractor shall contribute 50% of the credits associated with the Contract, up to \$50,000 of the proceeds from the Federal alternative fuels tax credit to the City for a City-administered community

grant program. Funding provided shall be contingent upon the annual Federal renewal of the tax credit. An annual check shall be made payable to the City of Kirkland, attention to the Solid Waste Programs Supervisor, no later than December 31 of each year of the Contract starting on December 31, 2022.

3.1.14 Container Requirements and Ownership

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

Single-Family Residence, Multifamily Properties and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Drop-box Containers, which may be Customer-owned or –leased from other parties. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer’s primary container.

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

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

3.1.14.1 Garbage, Recyclables, and Compostables Carts and Food Mini-cans

The Contractor shall provide 10-, 20-, 35-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, and 35-, 64-, and 96-gallon Recyclables and Compostables Carts for the respective level of Recyclables or Compostables collection. Food Mini-cans shall be provided in lieu of a Compostables Cart upon Customer request. All Carts shall be manufactured from a minimum of ten percent (10%) post-consumer recycled plastic, with a lid that will accommodate a label. The Contractor will utilize Cascade EcoCarts or an equivalent cart with comparable post-consumer recycled plastic content. The contractor shall provide information annually on amount of post-consumer plastic in carts provided to City customers. Carts shall be provided to requesting Customers within seven (7) days of the Customer’s initial request. All Carts must have materials preparation instructions and telephone and website contact information printed on a sticker on the lid.

All Contractor-provided Carts and Food Mini-cans 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 and Food Mini-cans 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 Food Mini-cans, and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart or Food Mini-can that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced no later than three (3) business days after notice from the Customer or the City. In the event that a Cart or Food Mini-can inadvertently falls into a collection vehicle during collection due to mechanical or operator error, Customers shall be notified on the same day via a phone call or door knocker tag of the incident and a replacement cart shall be provided within three (3) business days of the loss. Replacement Carts and Food Mini-cans may be used and reconditioned but shall be presentable and cleaned before delivered to the Customer. Unusable carts shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a Cart or Mini-can or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the customer a redelivery fee.

3.1.14.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and place 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 15-, 20-, 25-, 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 compliance with any related ordinance, and a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance with Exhibit 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 in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 4-cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. 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.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide an On-call Container cleaning service to Customers. The costs of On-call cleaning shall be billed to the Customer as directed by the City.

As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by or taken over by the Contractor and was in use if a City Code Enforcement Officer,

King County Health Department inspector or other agent or official having safety or health jurisdiction determines that the Container fails to comply with reasonable health and safety standards or constitutes a health or safety hazard.

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

The contractor shall offer specialized slotted recycling container lids intended to reduce contamination to multifamily properties where appropriate, at no additional cost to the City or Customer. Multifamily properties may be offered or may request these lids but are under no obligation to utilize them. The Contractor shall work with the City on any slotted lid implementation.

Except as set forth in the second paragraph of Section 3.1.14, 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, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. However, Containers owned or secured by Customers must be properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

3.1.14.3 Ownership

At the end of the Contract Term, or in the event the Contract is earlier terminated for any reason, all Contractor-owned Containers used by Contractor to provide Contract Services shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Containers that do not revert to City ownership at the election of the City shall be removed from Customer locations by the Contractor within thirty (30) days of the expiration or termination of this Contract. Temporary Containers, Compactor Drop-boxes leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

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

The City 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 exercising its rights under this section or any use made of any such Containers after they become the property of the City or assignee of the City.

3.1.14.4 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 gray. Contractor-provided Containers used for the collection of Garbage shall be green.

All Containers shall be labeled with instructional information and contact information that include both a customer service phone number and website address. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior approval. Labels shall be reapplied by the contractor when faded, damaged, or upon the City or customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program, the Contractor at their sole expense shall reproduce and reaffix labels on all Containers. Labels shall be reviewed by the City.

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, printed on a sticker, and subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily Property and Commercial Customers shall be relabeled by the Contractor at least once every three (3) years or upon Customer or the City's request for any individual Container. The City may waive the three-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers.

3.1.14.5 Container Weights

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

Any loose Extra Units that are not placed in a Container and must be manually loaded shall be limited to thirty-five (35) pounds per bag or bundle unless otherwise authorized by the Contractor.

3.1.14.6 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days of the cancellation or upon three (3) business days of specific Customer, property manager, property owner or City request. Failure to remove Containers within the specified timeline shall subject the Contractor to the same performance fees as delayed Container delivery for that Customer sector. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled and Compostables shall be delivered for composting). The disposal or

recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's expense, not the former Customer's cost.

3.1.15 Inventory of Vehicles and Facilities

The Contractor shall provide to the City, no later than the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, 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. The City reserves the right to request maintenance history logs for vehicles and equipment during the performance of this Contract.

3.1.16 Spillage

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

The Contractor shall 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 streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used within the Service Area until corrected. The Contractor shall initiate the clean-up or collection of any discharge of liquid wastes or oils that may occur from the Contractor's vehicles or Containers prior to them being removed from service within three (3) hours of when the Contractor knew or reasonably should have known of the spill and shall be remediated by the Contractor at its sole expense. Each spill shall be traced to its original source or beginning location. Absorbent materials may need to be applied several times to remove spilled materials. When a spill clean-up is completed, the road surface should not be slick or have a sheen. All absorbent materials used to clean up a spill should be completely removed after having been thoroughly applied to a spill and must be disposed of properly per local, state and federal regulations.

Such clean-up or removal shall be documented with pictures and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City-designated spill hotline (425-587-3900) and send an email IDDE-Spill@kirklandwa.gov of any spills. 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. Discharge of pollutants into the storm system is a violation of Kirkland Municipal Code chapter 15.52 and may be subject to fine per KMC chapter 1.12. The City reserves the right to utilize its own labor, equipment and/or material resources to complete the clean-up if the spill is not cleaned up to the City's satisfaction and standards and seek reimbursement from the Contractor for the use of those resources. The Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers immediately so that those spills may be addressed in a timely manner. Any Contractor-supplied Container determined by the City to be leaking shall be replaced

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

If the Contractor subcontracts for spill clean-up services and the subcontractor consistently fails to clean-up spills to the City's standard and satisfaction, the City may request that the Contractor subcontract with an alternative spill clean-up service provider. If requested by the City, the change to a new subcontractor shall occur within 30 business days.

3.1.17 Pilot Programs

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

3.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any right-of-way, street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables and Compostables to the nearest extent possible as though no interference existed upon the right-of-way, streets or alleys normally traversed. This shall be done at no extra fee or cost to the City or the Contractor's Customers.

3.1.19 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any Contractor-related 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 Labor Disruption 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.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product doctrine rights, the Contractor shall keep the City informed of the status of active labor negotiations on a timely basis. During the period active negotiation phase near the end of labor contracts with Contractor employees or at any time when strike authorization is under active consideration by Contractor's employees, the Contractor shall keep the City informed daily. In the event that labor disruptions of any kind result in reductions in service delivery, the Contractor shall inform the City within three (3) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's plans for activating Strike Contingency Plan elements. 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 at the close of each service day on which collection operations have been impacted.

During recovery from the impacts of an active Labor Disruption, the Contractor shall provide make-up collection on Saturday for all Single-family Garbage, Compostables and Recyclables collection Customers missed as a result of the Labor Disruption.

In the event that a disruption lasts more than one (1) full week for Single-family Residential Garbage, Recyclables and Compostables, the Contractor, with approval of the City, shall provide staffed Drop-box Containers or staffed collection vehicles for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

The City and Contractor agree that the following special compensation and performance fees reflect the best estimate of the financial and other impacts of the labor disruption to Customers and the City. Any

special compensation and performance fees shall be deducted from the City's payments to the Contractor.

1. A cost reimbursement amount of five thousand dollars (\$5,000) for each day of labor disruption to reimburse staffing and other costs for managing the impacts of the labor disruption;
2. A performance fee of ten thousand dollars (\$10,000) a day for each day of labor disruption from the 1st day to the 7th day of the labor disruption;
3. A performance fee of twenty thousand dollars (\$20,000) a day for each day of labor disruption from the 8th day to 14th day of the labor disruption; and
4. A performance fee of thirty thousand dollars (\$30,000) a day for each day of labor disruption for every day beyond the 14th day of labor disruption.

The performance fees listed as 2 through 4, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of ten thousand dollars (\$10,000) 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.

Fees paid by the Contractor under the terms of this Section are not regular performance fees for the purposes of Section 5.1 and shall not be counted in the cumulative performance fee default threshold referenced in Section 5.2 (6).

Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant to this section shall be maintained in confidence by the City to the maximum permissible extent under applicable law.

3.1.20 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area, and shall address the design and planning of Garbage, Recyclables and Compostables container storage and Contractor service access areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also

be available for existing building managers when realigning Garbage, Recyclables and Compostables services. Contractor planning assistance shall be provided within five (5) working days of request.

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.

3.1.21 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 negligent or intentional acts or 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; provided, further that it shall be presumed that such damage to street curbs is the responsibility of the Contractor. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying the City immediately in writing, report the damage to the City at (425) 587-3900. 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.

3.1.22 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 sixty (60) days after the Date of Execution of this Contract, a Transition and Implementation Plan (TIP) for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Property, 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 TIP 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 TIP 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.

As desired by the City, the outreach materials and communications elements of the TIP shall include a new services postcard, a comprehensive new services packet (distinct from the annual comprehensive service guide booklet required per Section 3.3.5), a community meeting, and site visits to Multifamily and Commercial customers to educate customers, offer right-sizing of service levels, and address specific site challenges. The Contractor shall complete the site visits by July 1, 2023.

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 TIP outreach described in this section of the Contract.

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

3.1.23 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 routes for the previous hauler at the time that the previous collection 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 general standards for employment.

Upon the hiring of a displaced union-represented collection worker, the Contractor shall be required to keep the displaced worker whole regarding 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.

3.1.24 Performance Review

The City may, at its option, and upon providing reasonable notice to the Contractor, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer service standards. 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 has failed 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 or Section 5.1 for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City or otherwise included in rates or fees charged Customers.

The City may, at its option, and upon reasonable notice to the Contractor, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies to be 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.

3.1.25 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City on a weekly basis during the period three (3) months before and two (2) months after the Date of Commencement of Service and quarterly 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 shall also 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.

3.1.26 Collection/Disposal Restrictions

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

System without adding material from routes or customers in other jurisdictions, unless prior written authorization is provided by the City for that particular route.

Garbage containing obvious amounts of yard debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that King County does not accept yard debris mixed with Garbage for collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other materials that are either restricted from disposal or would pose a danger to collection employees. Whenever the Contractor rejects or does not collect materials for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials to describe why rejected materials were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

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

Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material; provided, however, that the residual is appropriately disposed of within the King County Disposal System. The processing of such recyclable material shall only be undertaken with the prior written approval of King County and the City and in accordance with the Amended and Restated Solid Waste Interlocal Agreement between King County and the City. Contractor in all such instances shall charge Customers no more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no higher than those provided for in Exhibit B.

In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon reasonable notice from the City, shall deliver collected Garbage from one or more routes to the designated sorting site and shall coordinate with the City to ensure successful sampling. In the event that the sorted Garbage requires delivery to a County authorized disposal site, the City shall pay the Contractor for that delivery based on the Contractor's standard Container rental and hauling rates.

3.1.27 Direct Disposal Payment

Upon 180 days written notice by the City, the City may elect to pay disposal directly fees directly to King County, subject to approval by the County and the City's compliance with any County requirements regarding billing and payment. If the City elects to pay disposal fees directly, the Contractor shall:

1. Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
2. Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County;

3. Track and report disposal quantities by route and average Container weights by Container size each month; and
4. Negotiate and formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County;
5. Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Exhibit B of the Contract; and
6. Participate in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract, the results of which will be used to update the disposal components listed in Exhibit B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage (and any taxes or other fees related thereto), provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract.

3.1.28 Emergency Response

The Contractor shall assist the City in the event of a disaster or emergency proclamation or declaration. Contractor services shall be provided as soon as practical upon City direction 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 state or federal assistance during or after a state or 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 Garbage Carts, Garbage Cans, and bags. The Contractor shall offer carry-out service to Disabled Customers at no charge (per Section 3.1.5).

3.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no additional charge as part of the Customer-chosen service level. Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request. Each Customer's Container must be a Contractor-provided Container, provided that Garbage in excess of the Customer's initial Container may be bundled or placed in a Customer-owned Garbage Can or plastic bag.

3.2.1.3 Specific Collection Requirements

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

1. One 10-gallon Garbage Cart;
2. One 20-gallon Garbage Cart;
3. One 35-gallon Garbage Cart;
4. One 64-gallon Garbage Cart; and
5. One 96-gallon Garbage Cart.

The Contract shall also offer a once per month Garbage collection service in a 35-gallon Cart. If requested by the City, the Contractor shall change from weekly to every-other-week collection of Single-Family Garbage upon at least 180 days prior written notice from the City. In the event that the City elects to reduce collection frequency, the Contractor's rates for Single-Family Garbage collection shall be reduced by \$3.55 per household per month for all Single-Family Garbage service levels, as annually adjusted by the provisions of Section 4.2, starting the first month of the changed service. In the event that every-other-week collection does not work as intended, the City may change service back to weekly, and the parties shall negotiate in good faith to develop mutually acceptable terms regarding the timing and cost of a return to weekly service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. 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. Carry-out service Customers must place their Containers in a location visible from a collection vehicle at street level and along a fully paved access way. Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units in 32-gallon increments to the Customer; with the exception of excess Garbage collection otherwise required under this Contract at no additional charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

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 but in compliance with KMC 16.08.070. The Contractor may tag inappropriately placed Containers not placed out in accordance with Kirkland Municipal Code.

Extra charges may be assessed for excess materials that do not fit in the Customer's primary Container. 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.

Through the use of an on-demand call-based service, the Contractor shall collect one Bulky Waste item from each Single-Family Residence Customer at no additional cost to the customer or the City. The Contractor shall make good faith efforts to collect those materials no later than the Single-Family Residence Customer's second consecutive regularly scheduled Garbage collection day after receipt of a request for collection, provided that collection may be delayed up to two weeks if operationally necessary (e.g. inclement weather) upon City approval which will not be unreasonably withheld. The Contractor will notify the Customer of the scheduled pick-up day. Each service shall accept one (1) bulky household items, including but not limited to large household appliances (white goods), mattresses, sofas, furniture, barbecues, and exercise equipment. The Contractor shall have discretion to refuse any Unacceptable Waste items, if instructions are provided to the Customer for proper disposal. In no case shall the program be extended to bagged Garbage that would otherwise be charged as regular Extra Units.

3.2.2 Single-Family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, without extra charge. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Exhibit C.

3.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 64-gallons, provided that the Contractor shall offer and provide 35- or 96-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less or more capacity than provided by the standard 64-gallon Recycling Cart at no additional cost.

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. Customers that regularly exceed the capacity of their recycling cart may request either a larger replacement recycling cart or a second recycling cart, which shall be provided to the Customers at no additional cost.

3.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets

and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set-out location, and out of any Public Street, in an orderly manner.

The defined list of Residential Recyclables in Exhibit C shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C. In the event that large quantities of commercially generated materials are consistently set out at a Single-Family Residence, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action.

3.2.3 Single-Family Residence Compostables Collection

3.2.3.1 Subject Materials

Properly prepared Compostables shall be collected each week from all participating Single-Family Residence Customers as part of basic Garbage collection services, without extra charge.

3.2.3.2 Containers

The Contractor shall provide Compostables Carts to Customers at no charge. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Compostables Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the default Compostables Cart. The Contractor shall also provide a smaller capacity Food Mini-can for Customers wishing to use a Container only for Food Scraps. The model Food Mini-can used by the Contractor 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, reusable poly-woven 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 maintain and have available for Customers a list of local retail stores that carry acceptable Kraft paper bags and reusable plastic Yard Debris bags. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail.

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

The Contractor shall provide a continuous supply of kitchen Food Scrap containers with a capacity of approximately 9.6 quarts to the City, as approved by the City in writing. The City shall be responsible for the distribution of the Food Scrap containers to Single-family Residence Customers, upon request.

The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers at the rate provided in Exhibit B.

The Contractor shall maintain and have available for Single-Family Residence Customers a list of local retail stores that carry acceptable compostable bags for Customers to use for the accumulation of Compostables to be placed in the Compostables Carts. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail.

3.2.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all Single-Family Residence Customers. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of 96 gallons may be charged as Compostables Extra Units in 32-gallon increments in accordance with Exhibit B, provided that for 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 City shall designate no more than three storm events each calendar year.

Every November, each Single-family Residence Customer may place out for collection up to five (5) Extra Units of properly prepared Yard Debris per week at no additional cost to the Customer or the City. Any additional Extra Units in excess of the five Extra Units per customer per week limit shall be billed to the City in accordance with Extra Yard Debris per unit rate in Exhibit B.

The Contractor shall provide annual holiday tree collection during the first two weeks of each year at no additional charge for both Single-family and Multifamily Customers, including those Multifamily Customers that do not subscribe to Compostables collection. Clean uncontaminated (e.g. no tinsel, unflocked) trees up shall be collected without further preparation. Customers shall be required to cut the trees into sections no longer than four feet and place trees in Compostable Carts wherever possible. Trees collected under this program shall not be considered Yard Debris Extra Units subject to additional fees. Christmas tree collection for Multifamily Properties north of Forbes Creek Drive/NE 116th St shall occur on Mondays and Thursdays and south of Forbes Creek Drive/NE 116th St on Tuesdays and Fridays unless an alternative collection schedule is approved by Kirkland.

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

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

3.2.4 Multifamily Property and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

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

3.2.4.2 Containers

Multifamily Property 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 and collection from one (1) through six (6) cubic yard Customer-owned or leased compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers with regular extra unit charges shall be contacted by the Contractor to encourage adjustment to appropriate service levels.

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

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

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Property 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 and 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 may be assessed in twenty-five (25) foot increments only to those Multifamily Property 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 that do not fit into the Container with the lid closed. The Contractor shall not charge fees for either opening gates or unlocking containers. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

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

3.2.5 Multifamily Property and Commercial Recyclables Collection

3.2.5.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily Property and Commercial Customers with regular weekly Garbage Cart and compacted and non-compacted Detachable Container service shall be collected as part of the basic Garbage collection services, without extra charge and without limit. Commercial and Multifamily Property Customers using Drop Boxes for regular weekly Garbage collection, are eligible to receive up to eight (8) yards of embedded recycling service per week as part of their basic Garbage collection service. Any additional recycling service for Drop-box Garbage Customers beyond the levels stated above shall be fee-based as referenced and provided in accordance with Section 4.1.

The Contractor shall not be required to provide a weekly recycling volume greater than the volume needed by the Multifamily Property or Commercial Garbage Cart and compacted and non-compacted Detachable Container Customers to contain the recyclables produced but Customers shall be provided with weekly recycling volume equal to or greater than the Customer's weekly Garbage volume, pursuant to Kirkland Municipal Code Section 16.08.012(2)(E) and (F). If it can be documented by the Contractor that a Multifamily Property or Commercial Customer is regularly not using all of its weekly recycling service volume, the Contractor may, upon approval of the City, reduce the volume of weekly recycling service to a level that better approximates the Customer's regular production of recyclables insofar as such reduction is in compliance with Kirkland Municipal Code which requires a weekly recycling volume equal or great than the weekly garbage volume for each Multifamily Property and Commercial Customer. Such approval to reduce weekly recycling volumes for a given Customer shall not be unreasonably withheld by the City.

The Contractor shall offer textile recycling drop-off boxes at Multifamily Properties at which the boxes can be regularly monitored and maintained by property management staff. The property manager or designee shall be responsible for notifying the Contractor or its textile collection service provider when the boxes are full, and textiles need to be collected. The drop-off location(s) should be conveniently-located and accessible to residents with educational signage with material acceptance guidelines. Textiles collected may be donated or recycled. The Contractor and the City will work together to identify Multifamily Properties suitable for drop-off boxes.

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

3.2.5.2 Containers

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

The Contractor shall encourage and promote recycling and recommend appropriate Container sizes and service levels 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) business days of the Customer's initial request. The Contractor may decline to

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

Multi-lingual recycling instruction decals shall be affixed to Detachable Containers upon request and shall be available in English, Spanish, Russian, Korean, and Chinese.

3.2.5.3 Specific Collection Requirements

Multifamily Property 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's employees shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

3.2.6 Multifamily Property and Commercial Customer Compostables Collection

The Contractor shall provide Cart-based Compostables collection services upon the City's approval to a requesting Multifamily Property or Commercial Customer. The City's role will be to approve Multifamily Property and Commercial Customer applications for composting service. The City will forward approved service requests to the Contractor for fulfillment and will be responsible for all Customer and tenant education, outreach, and material assistance. The City shall compensate the Contractor for the service at the rates in Exhibit B and may choose to embed the service in Garbage rates.

3.2.6.1 Subject Materials

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

3.2.6.2 Containers

Carts or Food Mini-Cans shall be provided to Multifamily Property or Commercial Customers as part of the service at no additional charge. Compostables Containers shall be delivered by the Contractor to Customers within three (3) business days of a Customer's initial request.

The Contractor shall offer regular weekly or twice-weekly collection of the following service levels, at the rates set forth in Exhibit B:

1. One 10-gallon food mini-can (weekly)
2. One 35-gallon cart (weekly)
3. One 64-gallon cart (weekly or semi-weekly)
4. Two 64-gallon carts (weekly or semi-weekly)
5. One 96-gallon cart (weekly or semi-weekly)

For Multifamily Property Customers, each service level shall be provided at each Garbage enclosure/collection site as determined and requested by the City.

3.2.6.3 Specific Collection Requirements

Multifamily Property and Commercial Customer Compostables collection shall occur weekly or twice-weekly, as subscribed for and requested by Kirkland. 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'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.

Carts shall be lined by the Contractor upon initial delivery as well as after each time the Cart is serviced. The compostable liners shall be approved by the Contractor's composting facility and shall be provided at no additional cost to the Customer. The Contractor shall also provide free cleaning of containers for each customer once per year upon Customer request.

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.

3.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 3.1.14.1. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

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

3.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall be delivered to new Customers within one (1) business day of their initial request.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that Contractor deliver material to a facility other than the closest King County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract,

and (3) Contractor delivers the material to such facility after advising the Customer in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such delivery(ies). Additional mileage charges shall be assessed on a one-way basis and shall only apply to mileage in excess of the distance to the closest County authorized disposal facility appropriate for the material type being hauled.

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 three (3) business days after the Customer's initial request. The charges for temporary Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Exhibit 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. Any Recycling service for Temporary Container Garbage Customers shall be fee-based as referenced and provided in accordance with Section 4.1.

3.2.9 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables and Compostables Containers to Customers sponsoring special events within the Service Area at the rates listed in Exhibit 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 can request City assistance for signage and other support in reducing event waste. The Contractor shall coordinate their efforts with the City and provide such Customers and the City with a summary of the volumes and tonnages of materials disposed of and diverted for recycling and composting.

The Contractor shall provide special event services as a bundle, with each event provided collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The provision of Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of the City.

3.2.10 City Services

The Contractor shall provide 23 solar-powered BigBelly kiosks (paired compacting Garbage and Recycling containers) within the first three months of the contract. The Contractor and City will identify convenient, high usage locations for new kiosks at the beginning of the contract. The Contractor shall provide regularly scheduled collection of all on-street Garbage and Recyclables receptacles and at solar powered Garbage and Recycling kiosks. The Contractor shall also provide collection at solar powered Garbage and Recycling kiosks when full if notified by each unit's wireless fullness level notification software. Depending upon seasonal demand and need, the frequency of service to the kiosks may be increased, at the discretion of the City and at no additional charge to the City. Additional Garbage and Recyclable receptacles and collection from additional solar-powered kiosks purchased by the City may be added at the City's discretion, at no additional charge. Containers, compactors and kiosks owned by the City or leased from

the Contractor shall be maintained and serviced by the Contractor in accordance with the manufacturer's recommendations and costs of any service agreements and wireless notification licenses shall be borne by the Contractor. The new kiosks shall be delivered with co-branded vinyl wraps as designed and approved by the City. Any additional accessories such as advertising panels or foot pedals may be purchased and installed by the City at no cost to the Contractor. The City may retain and relocate old model BigBelly stand-alone Garbage or kiosks to City parks and shall be serviced in accordance with terms in Section 3.2.10 City Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all the City-owned municipal facilities as a part of this Contract and at no additional charge. The service levels for each City facility listed may be changed at the City's discretion at no additional cost to the City. As of the date herein, these facilities consist of the following:

Facility	Service Address	Garbage	Recycling	Compost
City Hall	123 5 th Avenue	1 - 6yd 2x	1 - 6yd 1x	4 - 64g 2x
Cross Kirkland Corridor	Various	11 - 32 gal	11 - 32 gal	None
Everest Park	500 8 th St S	1- 4yd 2x	1 - 4yd 2x	None
Fire Station 21	9816 Forbes Creek Drive	1 - 2yd 1x	3 - 96g 3x	1 - 64g 1x
Fire Station 22	6602 108 th Ave NE	1 - 2yd 1x	2 - 96g 1x	1 - 64g 1x
Fire Station 24	8411 NE 141st St	4 - 96 gal 1x	3 - 96 gal 1x	1 - 64 gal 1x
Fire Station 25	12033 76 th PI NE	1 - 2yd 1x	1 - 2yd 1x	None
Fire Station 26	9930 124 th Ave NE	1 - 2yd 1x	1 - 2yd 1x	1 - 64g 1x
Fire Station 27	11210 NE 132 nd St	1 - 3yd 1x	1- 4yd 1x	None
Heritage Hall	203 Market Street	1 - 96 gal 1x	1 - 96 gal 1x	None
Juanita Beach Park	9703 Juanita Drive NE	2 - 8yd 2x	1 - 6yd 1x	None
Kirkland Justice Center	11750 NE 118 th St	2 - 4yd 2x	2 - 4yd 2x 1- 6yd 1x 1 - 6yd 2x	2 - 64g 1x
Kirkland Maintenance Center	904 and 915 8 th Street	1 - 20yd 8x/mo, 1- 2yd 1x 1 - 96 gal 1x	1 - 6yd 1x 1 - 3yd 1x 1 - 64g 1x 1 - 96g 1x	1 - 64g 1x
Kirkland Teen Union Building	354 Kirkland Avenue	TBD	TBD	TBD
Marina Park	Downtown Kirkland	1 - 8yd 2x	1 - 6yd 1x	TBD
North Kirkland Community Center	12421 103 rd Ave NE	1 - 3yd 1x	1 - 4yd 1x	3 - 64g 1x
Parks Maintenance Center	12006 120th PI NE	1 - 8yd 2x	1 - 8yd 1x	1 - 64g 1x
O. O. Denny Park	12032 Holmes Point Drive NE	1 - 8yd 2x	None	None
Peter Kirk Community Center	352 Kirkland Avenue	1 - 8yd 1x	1 - 6yd 1x 2 - 96 gal 1x 2 - 35 gal 1x	1 - 64g 1x

Ohde Pea Patch	11425 Ohde Avenue	1 – 96 gal 1x	None	5 – 96 gal 1x
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The Contractor shall provide once-per-week neighborhood parks Garbage and Recycling can service for up to two cans per park (including the provision of plastic bags to line the receptacles). To facilitate collection, each receptacle shall be installed, at the City’s expense, at a mutually agreed upon location no more than 20 feet from the City right-of-way. The parks include, but are not limited to, the following:

Park	Service Address
Brookhaven	9911 NE 128 th St
Carillon Woods	5429 106 th Ave NE
Cotton Hill	110 th Ave NE & NE 98 th St
Edith Moulton	NE 137 th St & 108 th Ave NE
Forbes Creek	11615 NE 106 th Lane
Hazen Hills	NE 132 nd St & 121 st Ave NE
Heronfield	124 th St & 107 th Pl
Highlands	11210 NE 102 nd St
Houghton Neighborhood	10811 NE 47 th St
Josten	11140 NE 129 th St
Kingsgate	NE 140 th St & 116 th Ave NE
Kiwanis	1405 10 th St W
Mark Twain	10625 132 nd Ave NE
McAuliffe	10824 NE 116 th St
North Rose Hill Woodlands	9930 124 th Ave NE
Ohde Pea Patch	11425 Ohde Avenue
Reservoir	1501 3 rd Street
Rose Hill Meadows	8212 124 th Ave NE
South Norway Hill Park	122 nd Ave NE / 123 rd Ave NE
South Rose Hill	12730 NE 72 nd St
Spinney Homestead	11710 NE 100 th St
Terrace	10333 NE 67 th St
Tot Lot	111 9 th Avenue
Van Aalst	335 13 th Avenue
Watershed	4500 110 th Ave NE
Windsor Vista	NE 141 st St & 111 th Ave NE

At any time during the Term of this Contract, the City may add up to five City facilities and up to five additional City parks in addition to those listed above. Municipal facilities added during the term of the Contract shall be provided collection at no additional cost provided that no more than two additional facilities or parks may be added per year without additional compensation to the Contractor.

In cases in which Garbage, Recyclables or Compostables are generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff

or third parties (e.g. janitorial contractor) will be collected by the Contractor without charge to the City. Tenants or other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables and Compostables.

3.2.11 Community Events

The Contractor shall provide Garbage and Recycling services for the City-sponsored special events at no charge to the City or special event sponsors and users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor.

The Contractor shall provide Garbage, Recycling and Compostables collection services for up to six City or City-sponsored events each year at no charge to the City or event sponsors or users. Services and container capacity shall be coordinated with event staff to ensure that sufficient container capacity and collection frequency is provided by the Contractor.

Additional City or City-sponsored event services (above the six provided at no cost each year) or all events conducted by private Customers shall be charged at the rate listed in Exhibit B. Rates are all-inclusive for delivery, setup and collection of containers. The donation of event services above the six City or City-sponsored events provided at no cost each year or to private Customers is at the sole discretion of the Contractor.

The Contractor shall contribute \$40,000 annually to Kirkland community events. A check in the amount of \$40,000 made payable to the "The City of Kirkland" and attention to the Solid Waste Programs Supervisor shall be provided no later than July 1 of each year starting on July 1, 2022. The City may partner with the Contractor to determine which events will be funded or the City may choose to disburse the funds to recipients at its sole discretion.

3.2.12 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily Property and Commercial Customers. Annually, the Contractor shall distribute a bulky waste disposal flyer to Multifamily Property managers which provides information on bulky waste collection services through the City or other bulky waste collection service providers,

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

Customers must place Bulky Waste at their regular Garbage collection location no more than 24-hours prior to collection. 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 household appliances, 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 3.1.3, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner.

3.2.13 Excluded Services

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

3.3 COLLECTION SUPPORT AND MANAGEMENT

The Contractor shall provide collection support and management consistently throughout the term of this Contract and in compliance with the provisions under the following subsections.

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, email, and electronically communicated requests;
- Offering and maintaining a Customer service request email option;
- Asking Customers at start of service their preference for receiving Contractor's welcome packet electronically or via mail;
- Informing Customers of current, new, and optional services and charges;
- Handling Commercial and Multifamily Property Customer subscriptions and cancellations;
- Handling of Garbage and Compostables Extra Unit charge appeals;
- Handling of Single-Family Residential service changes as request by owner or tenant;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections; 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 Contractor charges set forth in Exhibit B.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within twenty-five (25) miles of the City's corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 5:00 p.m. Saturdays. The holiday collection schedule described in Section 3.1.6 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office

hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for city-use during all hours, including normal office hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.

3.3.2.1 Customer Service Representative Staffing

During call center hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from all Customers without delay. If incoming telephone call volumes necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall proactively recruit, train and schedule customer service staff to avoid underperforming during periods of high call volume, and to replace in a timely manner customer service staff lost due to attrition. The Contractor shall provide, maintain, and publicize a website and email address capable of handling on-line service requests.

The Contractor shall maintain sufficient staffing to answer and handle all Customer complaints and service requests in a timely manner, whether made by telephone, letter, e-mail, text message or webpage/"chat" message. 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 at its cost to meet performance criteria.

To manage the anticipated temporary increase in Customer contacts, 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 the City's prior review and approval.

3.3.2.2 Local City Customer Service

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

- Assisting staff with promotion and outreach to Single-Family Residences, Multifamily Property, 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.

Contractor shall employ a designated local office and service expert team, which shall be accessible by the City and City-designated representatives to address emerging problems as needed. This service expert team shall be available during the regular Office Hours and, if not responding immediately to a City inquiry, a service expert team employee is required to return City-initiated messages (whether originated via telephone, mobile messaging, or e-mail) within four (4) working hours of receipt.

The Contractor will designate a dedicated Kirkland Route Manager to serve as key liaison to City staff. The Contractor will provide after-hours contact information for the dedicated Route Manager or designee.

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

3.3.2.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including: date, time, Customer's name and address, if the Customer is willing to give this information; method of transmittal; and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received through the Contractor's non-office hours voice mail or answering service shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to each Customer and resolve all complaints within one business day of the original phone call, letter, or electronic communication, and shall complete all service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary to resolve 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 managed via software and 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 to the City with the monthly report.

3.3.2.4 Handling of Customer Calls

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

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

3.3.2.5 Corrective Measures

Upon the receipt of Customer complaints regarding busy signals or excessive delays in responding to customer service request, the City may request the Contractor submit a plan to the City for correcting the problem. The Contractor shall submit this plan within five (5) business days of the City's request. Once the City has approved the plan, the Contractor shall immediately begin implementation of these corrective measures and shall report on implementation at least weekly. The Contractor shall have thirty (30) days to fully 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 upon City notification, the Contractor shall have five business days to fully implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in performance fees for the Contractor as specified in Section 5.1.

3.3.2.6 Contractor Internet Website

The Contractor shall provide a user-friendly, ADA-compliant Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, day of collection map that is dated as of the last change and always current, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail and chat function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. E-mailed and on-line Customer service requests shall be answered within one (1) business day of receipt.

The website design shall be professionally designed, including usability testing prior to submittal to the City for approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract. Significant website reformatting 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 the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and not more than four (4) hours from of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within five (5) business days of the time of the request.

The Contractor shall provide timely updates to the website monthly and provide links to the City's website. The Contractor shall check on a monthly basis to ensure that all links are current and correct any broken links that no longer function. The website shall include core information (including at a minimum: how to establish service, preparation and set-out instructions, and rate information) in English and Spanish. The website shall also provide statements on its City-specific homepage in other commonly-used non-English languages spoken within the City referring Customers to the Contractor's translation help line or a separate webpage with an appropriate translation function. Commonly spoken languages in the City of Kirkland include English, Spanish, Russian, Korean, and Chinese. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

3.3.2.7 Full Knowledge of Garbage, Recyclables and Compostables Programs Required

The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-Family Residence, Multifamily Property and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues (including providing support for Contamination Reduction Plan inquiries, 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. Customer questions related to City policy and Customer requests for Multifamily and Commercial Compostables service shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customer service data and history to facilitate providing excellent customer service. The Contractor shall provide the City with a comprehensive outline of the Contractor's internal customer service representative training and support information specific to the City to allow the City to periodically review and check the Contractor's internal information accessed by customer service representatives to provide to Customers. Routine revisions to these materials shall be made by the Contractor on an ongoing basis but any substantial revisions to these materials shall be approved in writing by the City prior to being used by customer service representatives.

3.3.2.8 Customer Communications

All Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution.

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, virtual or on-line requests, 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 Contractor's Customer Billing Data Responsibilities

The Contractor shall be responsible for providing electronic customer billing data to the City in a format and on a schedule that is compatible with the City's billing system and procedures. The City bills its utility customers every two months. In order to manage the billing processes and cash flow, the City currently bills in eight cycles (1-8), subject to change by the City. Cycles 3, 6, 8 are billed every even month; Cycles 1, 2, 4, 5, and 7 are billed every odd month. The Contractor shall supply information to the City sorted by the City's individual billing cycle. This format and procedure may change during the term of the Contract and any such changes by the City shall be accommodated by the Contractor at its sole cost.

The Contractor shall be required to have procedures in place to minimize the potential for the loss or damage of the account servicing (customer service, service levels, and billing history) database. The Contractor shall ensure that a daily backup of the account servicing database is made and stored off-site. At the City's request, the Contractor shall also provide the City with a copy of the full customer service database via e-mail on a monthly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational programs, analyze service level shifts or rate impacts, or to provide information to successor contractors.

Upon five (5) working days written notice, the Contractor shall provide the City with a paper and/or electronic copy of the requested customer information and history, including, but not limited to, customer addresses, service levels and current account status.

3.3.3.1 Single-Family Residential Billing

The City will prepare and send out bills to its Residential Customers. The Contractor shall provide the City with billing information that will be downloaded as specified in subsections (A), (B), and (C) as follows:

A. Residential Variable Rates

Each month, the City shall generate from its billing system a summary report of the number of Residential accounts at each Single-Family Residential service level, as listed in Exhibit B. By the 20th of each month, the City will submit this report to the Contractor. The Contractor shall use this report to generate a monthly bill to the City and to verify the number of accounts at each service level. The Contractor shall compare the Contractor's and City's residential service level counts each month. If there are discrepancies between the City's and Contractor's records, the Contractor shall resolve these discrepancies with City Utility Billing staff within the billing period. The Contractor shall work with the Customer and the City regarding service disputes which affect billing and determine whether credits, payments or other adjustments are due to the City and forwarded to the Customer. A report of all adjustments to Customer accounts shall be submitted to the City on a weekly basis.

At the City's request, the Contractor shall submit on a weekly basis, a billing worksheet (electronic copy) to the City that shall include a listing of all City Single-Family Customers containing:

- Customer Name
- Service Address
- Contractor Reference Number
- City Reference Number
- Level of Service
- Wholesale Rate to City
- Retail Rate to Customer
- Total Charge to City
- Number of Extra Units of Compostables Collected in that Month.
- Number of Extra Units of Yard Waste Collected in the Month
-

B. Billing for "Extra" Garbage

The Contractor shall submit by 8:00 a.m. on the Wednesday of each week and second workday of each month, a text file of "extra" charges, both for extra bags of Garbage and extra bags of Compostable materials, recorded during the previous week and month. These weekly and monthly submittals must be sorted by the City's billing cycles (currently eight (8)), in individual files by cycle. The files shall include:

- Customer Name
- Service Address
- Quantity of Extra Units of Garbage
- Quantity of Extra Units of Compostables
- Wholesale Rate to City
- Retail Rate to Customer
- Total Charge to City
- City Reference Number

C. Tracking and Communicating Customer Service Levels

The Contractor shall receive all customer service change information directly from existing Customers, including receiving the Customer's request and logging the change. The Contractor shall submit by 8:00 AM each Wednesday, a text file of customer service changes recorded during the previous week and at the end of each month for changes recorded for the previous month. The City shall handle all *new* account set-ups and will communicate these to the Contractor similarly on a daily basis by service requests faxed to the Contractor.

The weekly service level change report must contain this information:

- City Reference Number
- Date Account Changed
- Customer Name
- Service Address
- Service Changed To
- Service Code
- Reason
- Description
- Billing Cycle

3.3.3.2 Multifamily Property and Commercial Billing

The Contractor shall handle all Multifamily Property and Commercial billing requests including change of ownership (closing accounts, opening new accounts) and change of service levels. The Contractor shall accurately manage and communicate the Multifamily Property and Commercial customer service levels and billing information database for review by the City at any time. The Contractor shall submit a complete list of Customers, their service address, and level of service in a monthly report to the City. Any changes from the previous month's report shall be highlighted on this report for easy retrieval.

Each service address shall be assigned a City reference number. The City shall ensure that all new service addresses are assigned an appropriate City reference number and billing cycle by City billing staff and that this number is included in all relevant transactions.

Six (6) separate electronic text documents and one .pdf, all sorted by billing cycle (City reference number), shall be submitted to the City on a monthly basis. The number of files is subject to change based upon the number of billing cycles established. Information shall include:

- Customer Name
- Service Address
- City Reference Number
- Contractor reference number
- Level of Service
- Dates of Service
- Quantity
- Wholesale Rate to City
- Retail Rate to Customer
- Total Charge to City per cycle

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.

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

3.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no cost to the City. In addition, the Contractor shall allow 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, by the 15th of each month, the Contractor shall provide a report containing the following information for the previous month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At a minimum, reports shall include:

1. 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.

2. A tabulation of the number of Single-Family, Commercial, and Multifamily Property accounts by service level/Container size, and service frequency.
3. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within thirty (30) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
4. Website utilization report showing total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as Kirkland may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multifamily Property and Commercial Customer participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, bulky materials, etc.), reporting item counts is acceptable. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables quantities, market prices, contamination levels and processing residues disposed as Garbage.
7. A list of current disposal or processing locations and fees per ton for each material collected.
8. A description of any vehicle accidents, infractions, or reported leaks/spills.
9. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services
10. 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.
11. A description of Contractor activities and tonnages related for city services and events.
12. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.
13. A summary of Customer metrics consistent with the fee reporting requirements of the Local Hazardous Waste Management Program for the purpose of paying quarterly fees.

If collection vehicles are used to service more than one Customer sector per route or per load, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be

subject to the prior review and written approval of the City and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Annual Reports

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

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and 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.
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), and collection sector
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size of all Containers used at that address.
7. A list of Multifamily Properties 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 properties, including the reason why the Multifamily Property is not receiving Recycling and/or Compostables service.
8. A list of Commercial Customers 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 sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.
9. The number of Commercial customers and Multifamily Property customers that are participating in compostables collection.
10. 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.
11. 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).

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

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twelve (12) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete. The Contractor shall respond to Ad Hoc Report requests within five business days.

3.3.4.4 Other Reports

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

3.3.5 Promotion and Education

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

All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. No later than October 1 of each year, 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 City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows; otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contractor shall print and deliver an annual comprehensive service guide booklet to each Single-Family Residence and Multifamily Property apartment or condo unit and property manager no later than December 31. The service guide booklet shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

The Contractor shall have available on their website transcreated educational materials about the proper disposal of Garbage, Recyclables, and Compostables in other languages commonly spoken in Kirkland, including at a minimum Spanish, Simplified Chinese, and Russian. Upon request by the resident or the City, the contractor shall deliver transcreated materials to selected residents.

The contractor shall complete educational cart tagging annually for Single-family Residence Customers, such that all Single-family Residence customers receive an educational cart tag at least once every four years. The subject of the educational cart tagging program shall be selected by the City.

The Contractor shall hold two special residential recycling events for the community each year at no additional cost to the City or the Customer. These events will focus on providing recycling opportunities for items outside of the typical curbside recyclables. The City and Contractor shall together identify appropriate event locations and list of accepted items. The Contractor shall have primary responsibility for promoting the event and shall specifically provide notification to all multifamily properties in addition to regular promotion.

Specific Procedures for Multifamily Properties

The Contractor shall contact, at the City's request, the manager or owner of Multifamily Property 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 coordinate with the site manager or owner of Multifamily Properties, either upon request and/or to facilitate increasing recycling volumes and reducing contamination levels. This may include door-to-door education, training of residents and/or property management staff, signage and posted information, addressing space and capacity constraints. The Contractor shall also coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and otherwise provide technical assistance. Although subject to change over the term of this contract, the initial standard for recycling service shall be equal capacity to the property's garbage service.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Multifamily Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property (which upon discovery by Contractor, or following a field determination made by the City, is termed a "Haul or Call" event). Failure to implement these actions will result in performance fees as specified in Section 5.1.

- Immediately providing the City with photo documentation of the contamination, along with a record of container size, location within the Multifamily Property, and other pertinent information.
- Specifically tailored recycling service plans (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as providing follow-up outreach as needed to achieve optimal participation and compliance with recycling participation regulations.
- Installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage would be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision by the Contractor the Contractor shall pay the City five hundred thousand dollars (\$500,000) as a reasonable estimate of the damages the City would suffer in the event of a material breach of this Contract provision, which amount shall be withheld from the City's monthly invoice payment to the Contractor.

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

4. COMPENSATION

The City manages a solid waste utility fund and sets Customer rates in accordance with City rate policies as needed to fund City obligations. Those obligations include paying the Contractor for collection services, paying for Garbage disposal (if the City chooses that option) and other functions related to The City's solid waste system. The City will set retail rates for Customers and will inform the Contractor of the retail rates to be charged no later than ninety (90) days prior to the implementation of the rate change. The City's setting of retail rates is separate from, and distinct, from the Contractor compensation rates listed in Exhibit B, as adjusted by Section 4.2.

4.1 Compensation to the Contractor

The Contractor shall be paid monthly, by the fifteenth (15th) of the following month based on the documented and verifiable Contractor collection records provided that month for Multifamily Property and Commercial Customers and any extra charges and for Single-Family Residence Customers as outlined in Section 3.3.3.1(A). These payments will comprise the entire compensation due to the Contractor for permanent collection services. The Contractor shall separately invoice and collect payment directly from Customers for temporary Detachable Container and Drop-box Container services. The Contractor shall be compensated at the rates provided in Exhibit B, as such may be adjusted in accordance with this Contract, which rates are inclusive of the following costs:

- a) The Contractor's Garbage collection fee for the particular service level
- b) A disposal fee component for the particular service level based on the container weights specified in the Contractor's proposal and listed in Exhibit B. Actual certified load weight in tons multiplied by the King County tipping fee plus fifteen percent (15%) applicable to the Container contents shall be used for Drop-box Garbage Container services.
- c) Recycling collection and processing charges for each sector (e.g. Single-Family Residential, Multifamily Property, and Commercial Customers)
- d) For Single-Family rates only, Compostables collection and processing costs
- e) The costs of Recycling Carts, Compostables Carts, Garbage Carts, Food Mini-cans and Multifamily/Commercial Recycling Carts, and Detachable Containers used for Garbage or Commercial Recyclables, but not including Drop-boxes for which separate rental charges shall be assessed. Other ancillary services shall be charged at the rates shown in Exhibit B, as such may be adjusted in accordance

- Distribution of outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.

Specific Procedures for Commercial Customers:

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to commercial customers. The Contractor shall coordinate with Commercial Customer site managers or owners to provide outreach to tenants in multi-tenant buildings, office parks, and strip malls and similar situations where Contractor services are shared among tenants. Contractor shall do this either upon request and/or to facilitate coming increased recycling or Recyclables and/or Compostables contamination reduction goals.

The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, training of tenants and property management staff, developing and covering the cost of providing stickers or signage for interior collection containers, and delivering recycling guide flyers 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. Each year, the Contractor shall print and deliver an annual comprehensive service guide flyer to each Commercial customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables and Compostables; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

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 review period shall be provided in all cases by the Contractor to allow sufficient time for review and approval.

Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention and recycling.

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 to the City's new Contractor. 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 3.1.14.3, 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.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide a detailed customer list, including customer name, service address, mailing address, and collection and container rental service levels to the City in Microsoft Excel format (or other City-approved format) within seven (7) business days of the City's request.

with this Contract. City, County and State solid waste taxes shall be itemized separately and added to the charges listed in Exhibit B, if applicable. The Contractor shall not charge separately for Recyclables or Single-family Residential Yard Debris collection services, other than those beyond the limits set forth in this Contract.

Should the City initiate any program that bans materials (other than Yard Debris) or penalizes the customer for the composition of such customer's waste stream, the rates shall be adjusted to make the effect on revenue neutral to the Contractor.

The Contractor shall be responsible for monitoring service level usage for all customers and for subsequently billing the City based on that usage, in accordance with the fees provided in Exhibit B, Contractor Charges. The City reserves the right to institute incentive rate structures for its customers independently of the fees paid to the Contractor for each service level.

The City is responsible for billing the Customer and assumes all collection risk and other bad debt. The City shall compensate the Contractor for the services actually performed by Contractor under this Contract, regardless whether the City obtains payment from the Customer.

In the event that the Contractor or a Customer desires solid waste-related services or fees not specifically addressed in this Contract such as recycling service for Drop-Box or Temporary Container Customers, 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 or fee is addressed in current tariffs. Upon the City's written approval, the Contractor may provide the requested services or charge the fee and may be authorized to directly invoice the Customer the Contractor's retail rate for those services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates or fees.

The City may offer Senior low-income and/or disabled resident discounts to certain Single-family Residential Customers meeting the City's eligibility criteria. The City shall provide the Contractor with an initial list of eligible accounts and shall provide the Contractor with provisions of the City's ordinance so that the Contractor may implement the policy for Customers requesting the discount in the future. The Contractor's compensation from the City will not be reduced for those Customers.

4.2 Compensation Adjustments

4.2.1 Annual CPI Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Exhibit B, excluding waste disposal fees, for each level of service shall increase on January 1 of each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index ("CPI") for the Seattle-Tacoma-Bellevue 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 30 of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2023 will be based on the CPI for the twelve (12) month period ending June 30, 2022.

In the event that the CPI index series decreases year-to-year, the service component of Contractor rates shall remain unchanged, and the successive year's adjustment shall be based on the most recent June 30 CPI index value. In the event that the CPI index series increases over five percent (5%) year-to-year, the actual adjustment used shall be capped at five percent (5%), and the successive year's adjustment shall be based on the most recent June 30 CPI index value.

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.

Beginning January 1, 2023, Contractor's compensation shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1 of each year, starting October 1, 2022. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1 of that year for the applicable period and the Contractor may not appeal this action. Upon completion of the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1 of the following year. An example of rate adjustments due to CPI changes is provided in Exhibit D.

4.2.2 Changes in Disposal and Composting Fees

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 or disposal fee rate structure, the disposal fee component of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal fee applied to the disposal components included in Exhibit B of this Contract. Disposal fee changes shall be effective on the date of the County's implementation. Any change in the King County Garbage disposal fee between the Date of Execution and the Date of Service Commencement shall be handled as a normal disposal fee change applied as a pass-through on rates in accordance with this paragraph.

An example of rate modifications due to disposal fee changes is provided in Exhibit B.

In the event that Compostable processing fees paid by the Contractor increase substantially more than the escalation factor described in Section 4.2.1 due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Compostables processing costs.

4.2.3 Changes in Garbage Disposal and Composting Sites

The City and the Contractor agree that the Exhibit B rates reflect the continued use of the County's Houghton Transfer Station in Kirkland. In the event that the City or King County direct the Contractor to use a different transfer station on a temporary or permanent basis, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case will be adjusted so as to pass

through any resulting additional costs incurred by the Contractor to the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is required by the City or other governmental authority to use a composting facility other than the facility specified by the Contractor at the Date of Execution of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the City or any additional savings to the Contractor to the City. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any costs or savings.

If the Contractor is no longer 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 components of Compostables, such as Food Scraps, from the Contract and the City and the Contractor shall negotiate a 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, subject to adjustment of rates to reflect any additional cost or savings to the Contractor.

4.2.4 New or Changes in Existing Taxes

If new municipal, county, regional or Washington State taxes or fees are imposed, the rates of existing taxes (excluding changes in the rates for federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment.

4.2.5 Changes in Service Provision

In the event that either the Contractor or the City initiates any changes in how Contract services are provided that reduce Contractor costs the Contractor shall promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings.

4.2.6 Extended Producer Responsibility

In the event that local, state or federal laws or regulations implement new requirements related materials management (such as container deposits or producer responsibility programs) that have potential impacts to Garbage, Recyclables or Compostables routes or processing under this Contract, the City and Contractor shall negotiate which required changes to operations or rates shall occur in response to such changes in law or regulations. Potential impacts may include, but are not limited to, changes in Garbage, Recyclables or Compostables composition or volume, changes in the method of financing collection systems such as producer responsibility payments made available to collectors or processors, or any other changes that materially affect the collection system.

4.3 Change in Law

Except to the extent addressed otherwise in this Contract, changes in federal, state or local laws or regulations (excluding taxes and fees) that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, such approval not to be unreasonably withheld. If the City requires review of financial or other information in conducting its rate review under this provision the City may retain a third-party to review such information at the Contractor's expense, taking whatever steps are reasonably feasible, appropriate and lawful to protect the Contractor documents identified as confidential and proprietary by the Contractor.

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 an incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the City shall afford the Contractor an opportunity to cure, if feasible, not to exceed two (2) weeks before application of the relevant performance fees; provided, however, that (i) if a shorter cure period is specifically provided in the Contract, then the shorter cure period shall apply; and (ii) the Contractor shall not be afforded an opportunity to cure a performance issue that constitutes a repeat occurrence of the same performance issue within the preceding three (3) months. The Contractor shall pay the following dollar amounts (following an opportunity to cure, if applicable),, 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. The

performance fees in this Section 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.1.19.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.3, 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 hundred dollars (\$500) per vehicle per day.
3	Failure to immediately notify the City of the spill and/or failure to clean-up or collect leaked or spilled materials within three (3) hours of when the Contractor knew or should have known of the spill.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs (and potential code fines/penalties).
5	Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) 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. \$50.00 per each incident for each business day after notification.	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
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.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris or Compostables in clearly identified containers, bags, or boxes.	One thousand dollars (\$1,000) per incident.
9	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.
10	Failure to deliver Containers within three (3) business days of request to Multifamily Property or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.

	Action or Omission	Performance fees
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Negligent or intentional misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required monthly and annual report on time. Failure to provide adequate or timely response to a request for an Ad Hoc report.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers. Failure to replace or repair broken lids on Containers.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements as specified in Section 3.3.2.4.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers 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.
19	Failure to include City-authorized instructional/promotional materials when a new Garbage, Recycling, and/or Compostables account is established. Failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers, unless such collection is authorized in writing by the City.	Five thousand dollars (\$5,000) per route per day.
21	Failure to display vehicle identification numbers on collection vehicles as described in Section 3.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or non-City approved or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
24	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.
25	Failure to maintain or reduction of Recyclables service volumes below established thresholds for Multifamily	Five hundred dollars \$500 per Multifamily Property or Commercial Customer.

	Action or Omission	Performance fees
	Property and Commercial Customers without prior City permission per Section 3.2.5.1.	
26	Failure to close lids on Detachable Containers after emptying.	Fifty dollars (\$50) per incident, up to a maximum of one thousand dollars (\$1,000) per inspection.
27	Failure to comply with the procedures described in Section 3.3.5 for Multifamily Property and Commercial Customers.	Two hundred fifty (\$250) per Multifamily Property or Commercial Customer.

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 deducted from City payments to the Contractor. Performance fees may be levied only if documented in an incident report presented by the City to the Contractor. The City shall give the Contractor an opportunity to cure the action or omission as, and to the extent, provided in this Section 5.1 before assessing the relevant performance fees.

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

5.2 Contract Default

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

1. The Contractor fails to commence the collection of Garbage, Recyclables or Compostables on the Date of Commencement of Service, or fails to provide any portion of services under the Contract 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 3.1.19;
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 collected in clearly identified containers, bags or boxes 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 pursuant to Section 5.1 in excess of fifteen thousand dollars (\$15,000) in any six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) days following the initiation of a labor disruption pursuant to Section 3.1.19.

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 (including but not limited to a hazard to public health or safety or the environment) that does not reasonably allow ten (10) days prior written notice, the City may 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 default within the stated period or does not undertake and continue efforts satisfactory to the City to remedy the stated default, then the City may at its option terminate this Contract effective immediately.

If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to satisfactorily explain and correct any Contract noncompliance to the City, the City, after the initial ten (10) days' notice, except in an emergency, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract upon demand of the City. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract and with a service provider reasonably acceptable to the City, and all documents incorporated herein.

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

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the

litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third party violators, including, but not limited to, by seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except as provided for in this paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

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

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

7.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 4.3.

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

7.3 Insurance

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

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

7.3.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 2010 0704 and additional insured for completed operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage covering any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be named as an additional insured under the Contractor's 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 Ten million dollars (\$10,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than ten million dollars (\$10,000,000) for each occurrence, twenty million dollars (\$20,000,000) general aggregate, and a twenty million-dollar (\$20,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractor's Pollution Liability insurance shall be written with limits no less than ten million dollars (\$10,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

7.3.3 Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days' prior written notice (ten (10) days' notice for non-payment of premium) has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.
4. All Deductibles or Self-Insured Retentions shall be the full responsibility of the Contractor.
5. Insurance Limits required are minimum limits and do not reduce the Defense, Indemnity, Hold Harmless Liability or any other liabilities of the Contractor.
6. Contractor's failure to maintain the insurance as required shall constitute a material breach of this contract and upon giving five business days' notice to the Contractor to correct the breach, City may immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid on demand.

7.3.4 Acceptability of Insurers

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

7.3.5 Verification of Coverage

The Contractor shall furnish the City's Human Resources Director, as Risk Manager, and the City Attorney's Office with a Certificate of Insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least one (1) month before the Date of Commencement of Service of this Contract. The Contractor shall make available to the City for inspection, upon request, the current policy maintained by the Contractor for any of the policies listed in Section 7.32.

7.3.6 Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is named as an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

7.4 Performance Bond

The Contractor shall provide by the Date of Commencement of Service and maintain at all times a valid Contractor's Performance and Payment Bond or bonds in a form provided by the City in the amount of two million dollars (\$2,000,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new bond(s) reasonably acceptable to the City no less than thirty (30) calendar days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

7.5.1 Indemnify and Hold Harmless

Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives, volunteers and agents, from any and all third-party claims or suits, whether judicial or administrative in nature, and any damages, costs, judgments, awards or liability, including attorney fees, resulting from such claims or suits:

- (a) For injury or death of any person or damage to property to the extent the same is caused by the actual negligent acts or omissions, or willful misconduct, of Contractor, its agents, servants, representatives, officers, or employees in the performance of this Contract and any rights granted hereunder, or
- (b) The failure of the Contractor to comply in all respects with the provisions of this Contract, or
- (c) To the extent such claim or demand is caused by Contractor's violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder.

This indemnity includes each of the following to the extent the same is caused by Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws: (i) liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste; (ii) damages to natural resources caused by Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages; (iii) liability for any other person's costs of responding to such release by Contractor of Hazardous Waste; and (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by Contractor's release of Hazardous Waste. Provided, however, such indemnification under shall not extend to any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the negligence or willful acts or omissions of the City, negligence of the City, its agents, employees, officers or agents, to the extent of such negligence.

The Contractor's duty to indemnify and defend contained in this subsection shall survive the expiration or earlier termination of this Contract.

7.5.2 Process

In the event any claim for such damages be presented to or filed with the City, the City shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim; provided, that in the event any suit or action is filed against the City based upon any such claim or demand, the City shall likewise promptly notify Contractor thereof, and Contractor shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. The indemnification obligations set forth herein shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Contractor's written consent, prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim at its own cost and expense; provided, that Contractor shall not be liable for such settlement or other compromise unless it has consented thereto in writing.

THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED BY THE PARTIES. Solely to the extent required to enforce the indemnification provisions of this Section 7.5.1, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, that the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification, defense, and hold harmless. The provisions of this section shall survive the termination or expiration of this Contract.

7.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, public records, as defined by the PRA, may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. The application of the PRA may extend to records maintained by the Contractor related to this Contract.

If the City receives a request for inspection or copying of any such documents retained by the City, the City shall promptly notify the Contractor in writing. Whenever possible consistent with the PRA, the City will give the Contractor at least ten (10) business days after such notification within which to obtain a court order prohibiting the release of the documents the City otherwise intends to disclose. The City assumes no contractual obligation to enforce any exemption under the PRA.

If the City receives a request for records that are in the possession of the Contractor and the City determines that the records are public records under the PRA, Contractor shall cooperate with responding to the request, including performing searches of its records to identify those that are responsive to the request.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) 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 subcontract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which shall not be unreasonably withheld.

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 delegation, 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 in a form satisfactory to the City 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 composting services, 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 agreement, 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 Change of Trade Name

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall 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 one

(1) year of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 5.1.

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 under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the City, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate or permit discrimination 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. The Contractor shall take affirmative action to ensure that employees are treated during employment without regard to the aforementioned characteristics. Without limiting the foregoing, the Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for the Contractor's failure to comply with the acts and standards issued therein. The Contractor is also responsible for meeting all 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, and 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 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 when not included in this Contract, provided that Customers are provided separate invoices for those services and 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 modify or supersede this Contract. The Contractor shall provide to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this Contract.

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, King County, or city rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add services to the Contract, and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

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 Nature, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, pandemics, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

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

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and 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 and the 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 3.1.7. Failure to provide proper notification to Customers shall be subject to performance fees.

The City shall not be responsible to Contractor for damages or delays caused by Force Majeure or other events beyond the control of the City which could not reasonably have been anticipated or prevented. Upon the occurrence of such an event, the City's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the event and only for the period during which the event persists.

7.16 Severability

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 June 1, 2021 submitted in response to the City's Request for Proposals, is fully incorporated by this 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 or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

7.19 Dispute Resolution

The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall 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 attorneys' fees and expert witness fees, shall be shared equally by the parties. Except in the case of required injunctive relief, 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 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.

7.21 Agreement Construal

The parties are sophisticated parties and this Contract has been negotiated and prepared by them and reviewed by their respective counsel. Should any provision of this Contract require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party regardless of the degree to which either party participated in its drafting.

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

WASTE MANAGEMENT OF WASHINGTON, INC.

CITY OF KIRKLAND

By _____
(Print) _____

By _____
Kurt Triplett, City Manager

Approved as to Form:

By _____
Kevin Raymond, Kirkland City Attorney

Attachments

Exhibit A: Service Area

Exhibit B: Contractor Rates

Exhibit C: Recyclables List

Exhibit D: Rate Modification Example

Exhibit E: Solar-powered Garbage and Recycling Containers

Exhibit F: Residential and Commercial Contamination Protocols

Exhibit A: Service Area

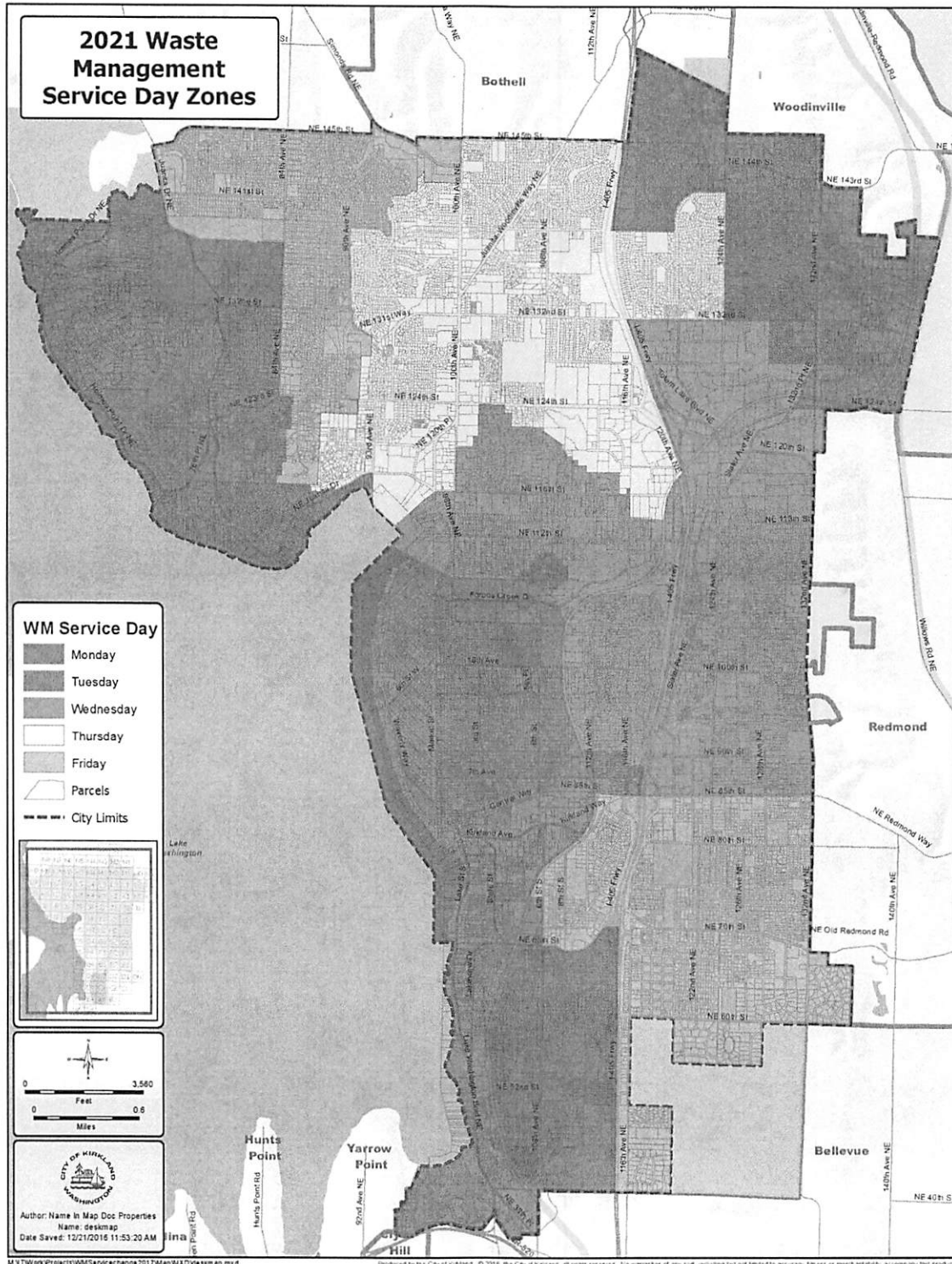


Exhibit B Contractor Rates

City of Kirkland Solid Waste Rates Effective 7/1/2022 with disposal increase and selected alternatives

RFP Alternatives	Bulky Waste Collection Service	\$38,490
	Free November Single Family Yard Waste Extra	\$47,090
	Contractor Retains All Recycling Commodity Revenues/Pays All Expenses	(\$466,014)
	Total of Alternatives Accepted	\$ (380,434)
	Total Customers	22,677
		\$ (16.76)
	Months	12
	Rate Reduction per month	\$ (1.40)

Old Disposal Fee	\$ 140.82
New Disposal Fee eff. 1/1/22	\$ 154.02
% Increase	9.37%
B & O Tax Rate	1.75%

	Service level	Monthly Service Level Count	Pounds Per Unit	Adj. Disposal Fee	Collection Fee	Less: Alternatives	Adj. Collection Fee	Adj. Total Service Fee	
Single Family Residential Garbage Service	One 35-gallon Garbage Cart (Monthly)	980	19.58	\$1.51	\$12.33	(\$1.40)	\$10.93	\$12.44	
	One 10-gallon Garbage Cart (Weekly)	345	4.47	\$1.49	\$31.72	(\$1.40)	\$30.32	\$31.81	
	One 20-gallon Garbage Cart (Weekly)	2,623	8.94	\$2.99	\$35.26	(\$1.40)	\$33.86	\$36.85	
	One 35-gallon Garbage Cart (Weekly)	12,670	15.66	\$5.24	\$38.99	(\$1.40)	\$37.59	\$42.83	
	One 64-gallon Cart (Weekly)	5,086	28.64	\$9.57	\$45.03	(\$1.40)	\$43.63	\$53.20	
	One 96-gallon Cart (Weekly)	973	42.95	\$14.35	\$49.74	(\$1.40)	\$48.34	\$62.69	
	Extra (32-gallon equivalent)	2,730	15.66	\$1.20	\$6.48		\$6.48	\$7.68	
	Miscellaneous Fees								
	Extra Yard Debris (32-gallon equivalent)	1,376	40.18		\$6.48			\$6.48	\$6.48
	2nd and Additional 96-gallon Yard Waste Cart	248	120.55		\$15.00				\$15.00
	Return Trip	7							\$31.62
	Roll-out Charge (per 25 feet, per cart, per occurrence)	60							\$8.55
	Drive-in Charge (per month)	10							\$14.30
	Overweight/Oversize container (per occurrence)	0							\$10.00
	Redelivery of one or more carts	0							\$43.22
	Cart Cleaning (per cart, per occurrence)	0							\$20.09
On-Call Bulky Waste Collection	Non-CFC Appliances							\$30.00	
	Refrigerators/Freezers/Air Conditioners							\$40.00	
	Sofa, Chairs, Furniture (per item)							\$30.00	
	Mattresses and Box Springs (per item)							\$30.00	
	Miscellaneous (per cubic yard)							\$30.00	
Multifamily Commercial Garbage Cart Service	One 20-gallon Cart	13	8.94	\$2.99	\$26.38			\$29.37	
	One 35-gallon Cart	580	15.66	\$5.24	\$32.16			\$37.40	
	One 64-gallon Cart	287	28.64	\$9.57	\$36.15			\$45.72	
	One 96-gallon Cart	343	42.95	\$14.35	\$40.94			\$55.29	
	Extra (32-gallon equivalent)	0	15.66	\$1.20	\$6.48			\$7.68	
	Ancillary Fees								
	Return Trip	0							\$31.62
	Roll-out Charge (per 25 feet, per cart, per occurrence)	2,873							\$8.55
Redelivery of Containers	0							\$43.22	
Cart Cleaning (per cart, per occurrence)	0							\$20.09	
Multifamily Commercial Yard Waste	One 96-gallon Yard Waste Cart (weekly)	181	65.86		\$17.61			\$17.61	
	One 2-cubic yard Yard Waste Container (weekly)	1	277.16		\$74.11			\$74.11	
	One Extra Cubic Yard	0	138.58		\$8.55			\$8.55	
	Extra Yard Waste (32-gallon equivalent)	0	24.01		\$6.48			\$6.48	
Multifamily Commercial Composting Service	35-gallon Cart (weekly)	71	24.01		\$37.80			\$37.80	
	64-gallon Cart (weekly)	117	43.91		\$45.33			\$45.33	
	64-gallon Cart (semi-weekly)	137	76.04		\$84.84			\$84.84	
	96-gallon Cart (weekly)	17	65.86		\$52.07			\$52.07	
	96-gallon Cart (semi-weekly)	13	115.26		\$99.57			\$99.57	
Multifamily Commercial Compactor Service (per pick-up)	1-cubic yard Container	0	300.75	\$23.20	\$41.09			\$64.29	
	1.5-cubic yard Container	0	451.13	\$34.79	\$56.63			\$91.42	
	2-cubic yard Container	26	601.50	\$46.39	\$72.17			\$118.56	
	3-cubic yard Container	12	902.25	\$69.59	\$93.01			\$162.60	
	4-cubic yard Container	7	1,203.00	\$92.78	\$114.20			\$206.98	
	6-cubic yard Container	3	1,804.50	\$139.17	\$146.79			\$285.96	
	1-cubic yard, 1 pick-up/week	97	100.25	\$33.50	\$119.56			\$153.06	
	1-cubic yard, 2 pick-ups/week	2	100.25	\$66.99	\$222.34			\$289.33	
	1-cubic yard, 3 pick-ups/week	0	100.25	\$100.49	\$325.16			\$425.65	
	1-cubic yard, 4 pick-ups/week	0	100.25	\$133.99	\$427.99			\$561.98	
	1-cubic yard, 5 pick-ups/week	0	100.25	\$167.49	\$530.80			\$698.28	
	1-cubic yard, 6 pick-ups/week	0	100.25	\$200.99	\$633.68			\$834.66	
	1.5-cubic yard, 1 pick-up/week	34	150.38	\$50.26	\$134.42			\$184.68	
	1.5-cubic yard, 2 pick-ups/week	3	150.38	\$100.51	\$249.13			\$349.64	
	1.5-cubic yard, 3 pick-ups/week	2	150.38	\$150.77	\$363.81			\$514.58	
	1.5-cubic yard, 4 pick-ups/week	0	150.38	\$201.02	\$478.57			\$679.59	
	1.5-cubic yard, 5 pick-ups/week	0	150.38	\$251.28	\$593.29			\$844.48	
	1.5-cubic yard, 6 pick-ups/week	0	150.38	\$301.54	\$708.02			\$1,009.56	
	2-cubic yard, 1 pick-up/week	169	200.50	\$67.00	\$147.99			\$214.99	

City of Kirkland Solid Waste Rates Effective 7/1/2022 with disposal increase and selected alternatives

RFP Alternatives	Bulky Waste Collection Service	\$38,490
	Free November Single Family Yard Waste Extra	\$47,090
	Contractor Retains All Recycling Commodity Revenues/Pays All Expenses	(\$466,014)
Total of Alternatives Accepted		\$ (380,434)
Total Customers		22,677
		\$ (16.78)
Months		12
Rate Reduction per month		\$ (1.40)

Old Disposal Fee	\$ 140.82
New Disposal Fee eff. 1/1/22	\$ 154.02
% Increase	9.37%
B & O Tax Rate	1.75%

	Service Level	Monthly Service Level Count	Pounds Per Unit	Adj. Disposal Fee	Collection Fee	Less: Alternatives	Adj. Collection Fee	Adj. Total Service Fee
	2-cubic yard, 3 pick-ups/week	4	200.50	\$201.01	\$395.01		\$596.02	
	2-cubic yard, 4 pick-ups/week	6	200.50	\$268.02	\$518.42		\$786.44	
	2-cubic yard, 5 pick-ups/week	0	200.50	\$335.02	\$641.99		\$977.01	
	2-cubic yard, 6 pick-ups/week	3	200.50	\$402.03	\$765.56		\$1,167.59	
	3-cubic yard, 1 pick-up/week	181	300.75	\$100.50	\$169.12		\$269.62	
	3-cubic yard, 2 pick-ups/week	53	300.75	\$201.00	\$310.27		\$511.27	
	3-cubic yard, 3 pick-ups/week	10	300.75	\$301.50	\$451.34		\$752.84	
	3-cubic yard, 4 pick-ups/week	0	300.75	\$402.00	\$592.48		\$994.48	
	3-cubic yard, 5 pick-ups/week	2	300.75	\$502.50	\$733.53		\$1,236.03	
	3-cubic yard, 6 pick-ups/week	1	300.75	\$603.01	\$874.70		\$1,477.71	
	4-cubic yard, 1 pick-up/week	193	401.00	\$134.01	\$191.46		\$325.47	
	4-cubic yard, 2 pick-ups/week	78	401.00	\$268.02	\$350.18		\$618.20	
	4-cubic yard, 3 pick-ups/week	31	401.00	\$402.03	\$508.91		\$910.94	
	4-cubic yard, 4 pick-ups/week	3	401.00	\$536.03	\$667.52		\$1,203.55	
	4-cubic yard, 5 pick-ups/week	3	401.00	\$670.04	\$826.28		\$1,496.32	
	4-cubic yard, 6 pick-ups/week	2	401.00	\$804.05	\$985.07		\$1,789.12	
	6-cubic yard, 1 pick-up/week	98	601.50	\$201.01	\$232.79		\$433.80	
	6-cubic yard, 2 pick-ups/week	41	601.50	\$402.03	\$426.66		\$828.69	
	6-cubic yard, 3 pick-ups/week	16	601.50	\$603.04	\$620.54		\$1,223.58	
	6-cubic yard, 4 pick-ups/week	1	601.50	\$804.05	\$814.43		\$1,618.48	
	6-cubic yard, 5 pick-ups/week	1	601.50	\$1,005.06	\$1,008.35		\$2,013.41	
	6-cubic yard, 6 pick-ups/week	0	601.50	\$1,206.08	\$1,202.27		\$2,408.35	
	8-cubic yard, 1 pick-up/week	73	802.00	\$268.02	\$272.45		\$540.47	
	8-cubic yard, 2 pick-ups/week	41	802.00	\$536.03	\$501.56		\$1,037.59	
	8-cubic yard, 3 pick-ups/week	19	802.00	\$804.05	\$730.62		\$1,534.67	
	8-cubic yard, 4 pick-ups/week	1	802.00	\$1,072.07	\$959.72		\$2,031.79	
	8-cubic yard, 5 pick-ups/week	3	802.00	\$1,340.08	\$1,188.80		\$2,528.88	
	8-cubic yard, 6 pick-ups/week	3	802.00	\$1,608.10	\$1,417.92		\$3,026.02	
	Extra (32-gallon equivalent)	149	15.66	\$1.20	\$6.48		\$7.68	
	Extra loose cubic yard in container (per pick-up)	127	100.25	\$7.73	\$45.57		\$53.30	
	Extra loose cubic yard on ground (per pick-up)	0	100.25	\$7.73	\$55.57		\$63.30	
	Ancillary Fees (per occurrence)							
	Stand-by Time (per minute)	0					\$3.55	
	Container Cleaning (per yard of container size)	1					\$14.45	
	Redelivery of Containers	0					\$73.70	
	Return Trip	6					\$34.89	

	Service Level (based on pick-ups)	Average Monthly Hauls	Daily Rent	Monthly Rent	Delivery Charge			Haul Charge
	Non-compacted 15-cubic yard Drop-box (0 boxes)	0	\$2.32	\$69.46	\$143.48			\$186.66
	Non-compacted 20-cubic yard Drop-box (6 boxes)	15	\$2.98	\$89.32	\$143.48			\$186.66
	Non-compacted 25-cubic yard Drop-box (6 boxes)	8	\$3.31	\$99.26	\$143.48			\$186.66
	Non-compacted 30-cubic yard Drop-box (8 boxes)	4	\$3.64	\$109.21	\$143.48			\$186.66
	Non-compacted 40-cubic yard Drop-box (2 boxes)	9	\$3.97	\$119.13	\$143.48			\$186.66
	Compacted 10-cubic yard Drop-box (0 boxes)	0			\$143.48			\$206.52
	Compacted 15-cubic yard Drop-box (2 boxes)	0			\$143.48			\$206.52
	Compacted 20-cubic yard Drop-box (20 boxes)	16			\$143.48			\$206.52
	Compacted 25-cubic yard Drop-box (28 boxes)	19			\$143.48			\$206.52
	Compacted 30-cubic yard Drop-box (22 boxes)	26			\$143.48			\$206.52
	Compacted 40-cubic yard Drop-box (8 boxes)	9			\$143.48			\$206.52
	Ancillary Fees							
	Return Trip	0						\$63.47
	Stand-by Time (per minute)	0						\$3.55
	Container cleaning (per yard of container size)	2						\$14.45
	Solid Drop-box lid (per month)	0						\$63.47
	Drop-box directed to other facility (per one-way mile)	0						\$7.18

	Service Level	Average Monthly Hauls	Pounds Per Unit	Disposal Fee	Collection Fee			Haul Charge
	4-yard Detachable Container	2	401.00	\$30.92	\$55.23			\$86.15
	6-yard Detachable Container	1	601.50	\$46.39	\$67.16			\$113.55
	8-yard Detachable Container	0	802.00	\$61.86	\$78.60			\$140.46

City of Kirkland Solid Waste Rates Effective 7/1/2022 with disposal increase and selected alternatives

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B & O Tax Rate	1.75%

Collection Hauling	Service Level	Monthly Service Level Count	Pounds Per Unit	Adj. Disposal Fee	Collection Fee	Less: Alternatives	Adj. Collection Fee	Adj. Total Service Fee
	Non-compacted 10-cubic yard Drop-box	0						\$196.57
	Non-compacted 15-cubic yard Drop-box	0						\$196.57
	Non-compacted 20-cubic yard Drop-box	3						\$196.57
	Non-compacted 25-cubic yard Drop-box	0						\$196.57
	Non-compacted 30-cubic yard Drop-box	11						\$196.57
	Non-compacted 40-cubic yard Drop-box	8						\$196.57

Temporary Garbage Collection Container Rental and Delivery	Service Level	Service Level Count	Pounds Per Unit	Delivery Fee	Daily Rental	Monthly Rental
	2-yard Detachable Container	1		\$101.51	\$1.50	\$45.00
	4-yard Detachable Container	1		\$101.51	\$1.60	\$48.00
	6-yard Detachable Container	1		\$101.51	\$1.75	\$52.50
	8-yard Detachable Container	0		\$101.51	\$2.00	\$60.00
	Non-compacted 10-cubic yard Drop-box	0		\$143.48	\$2.23	\$66.90
	Non-compacted 15-cubic yard Drop-box	0		\$143.48	\$2.61	\$78.30
	Non-compacted 20-cubic yard Drop-box	2		\$143.48	\$2.98	\$89.40
	Non-compacted 25-cubic yard Drop-box	0		\$143.48	\$3.37	\$101.10
	Non-compacted 30-cubic yard Drop-box	1		\$143.48	\$3.73	\$111.90
	Non-compacted 40-cubic yard Drop-box	1		\$143.48	\$4.35	\$130.50

Event Services	Delivery and collection of set of three carts (garbage, recycling, and compost)	Per Day
		\$25.00

Hourly Rates	Service	Per Hour
	Front End-load Packer and Driver	\$190.59
	Drop-box Truck and Driver	\$190.59
	Additional Labor (per worker)	\$90.72

RFP Alternatives	Bulky Waste Collection Service	\$38,490	Annual increase (+) in revenue requirement
	Free November Single Family Yard Waste Extra	\$47,090	Annual increase (+) in revenue requirement
	Contractor Retains All Recycling Commodity Revenues/Pays All Expenses	(\$466,014)	Annual increase (+) or decrease (-) in revenue requirement
TOTAL		(\$380,434)	

Exhibit C: Recyclables List				
Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Container. Corrugated cardboard boxes larger than three (3) feet square must be flattened	
Electronics – Computer equipment, VCRs, DVD players, audio equipment, CRT and flat screen televisions, cell phones and other equipment containing circuit boards		X	Call to request pick-up at least 24 hours or one business day before regular collection day	Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit. Single-family only. Scrap electronics do not include speakers, kitchen appliances, or similar household products.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
Paper Containers – All empty paper cups and paper food cartons.	X		Empty, clean, place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, tubs, cups, and lids >3".	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Polycoated Cartons and Boxes – All plastic-coated cartons, beverage cups, and boxes	X		Flatten, empty, clean, and place in recycling Container.	
Rigid Plastics – All five-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, plastic toys, coolers, and Nalgene bottles	X	X Large Items	Place items in or next to recycling Cart. One dimension of object must be less than two (2) feet.	Call at least 24 hours or one business day before regular collection day to collect large (i.e. all dimensions greater than 2"). Single-family only.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	X Large Items	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day.	Small items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request pick-up 24 hours or one business day before collection day to request pick-up. Single-family only
Tin Cans – All clean food and beverage tin cans and tin lids 3" or larger	X		Place in recycling Container.	

Exhibit D
Fee Modification Examples

The Contractor fees listed in Attachment B shall be adjusted annually, as follows:

Contractor Fee Adjustment

The Contractor service fee listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCF = PCF \times [1 + (((nCPI - oCPI) / oCPI))]$$

- Where
- NCF = The new Contractor service fee for a particular service level; and
 - PCF = The previous combined Contractor service fee 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 2022.

For example, using an initial one 35-gallon cart rate of \$11.57 per month: if the previous CPI is 143.2, the new CPI is 144.3 the January 2023 Contractor fee for one 35-gallon cart per every-other-week Residential Curbside Garbage service would be:

$$\text{New Contractor Fee} = \$11.57 \times \left[1 + \frac{(144.3 - 143.2)}{(143.2)} \right] = \$11.66$$

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, 2023, the old disposal component is \$5.00, and the State Excise Tax rate is 0.015, the January 2023 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.

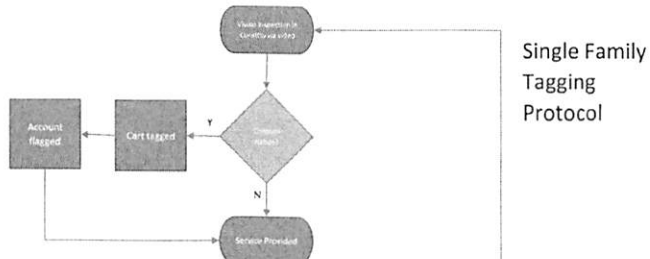
Exhibit E
Solar-powered Garbage and Recycling Containers

Number	Description	Serial	Stream	Model
1	107 Park Lane & Lake St (SE Corner)	177339	MSW	HC3PLUS
	107 Park Lane & Lake St (SE Corner)	177339-left	REC	SCC3PLUS
2	107 Park Lane (Next to 177339)	1523980	MSW	HC5
3	115 Central Way/Rec. 273402	177337	MSW	HC3PLUS
	115 Central Way/Rec. 273402	177337-left	REC	SCC3PLUS
4	122 Kirkland Ave (Central Tavern)	177303	MSW	HC3PLUS
5	125 Lake St S/ Rec. 273419	177331	MSW	HC3PLUS
	125 Lake St S/ Rec. 273419	177331-left	REC	SCC3PLUS
6	140 Central Way	177300	MSW	HC3PLUS
7	148 Lake St S (Milagro)/ Rec. 273408	177330	MSW	HC3PLUS
	148 Lake St S (Milagro)/ Rec. 273408	177330-left	REC	SCC3PLUS
8	177 Central Way (US Bank)	177319	MSW	HC3PLUS
9	205 Lake St S/ Rec. 273421	177329	MSW	HC3PLUS
	205 Lake St S/ Rec. 273421	177329-left	REC	SCC3PLUS
10	215 Kirkland Ave	177310	MSW	HC3PLUS
11	215 Park Ln & Main St (NE Corner)	175557	MSW	HC3PLUS
	215 Park Ln & Main St (NE Corner)	175557-left	REC	CLASSIC
12	223 Kirkland Ave	177335	MSW	HC3PLUS
	223 Kirkland Ave	177335-left	REC	SCC3PLUS
13	80 Kirkland Ave	177299	MSW	HC3PLUS
14	92 Central Way	177297	MSW	HC3PLUS
15	Central Way & 1st St (SE Corner)	177307	MSW	HC3PLUS
16	Central Way & 3rd St (NW Corner)	177306	MSW	HC3PLUS
17	Central Way & Lake St (North)	177341	MSW	HC3PLUS
	Central Way & Lake St (North)	177341-left	REC	SCC3PLUS
18	Central Way & Lake St (SE Corner)	177308	MSW	HC3PLUS
19	Central Way & Main St	177312	MSW	HC3PLUS
20	Central Way & Market St	177301	MSW	HC3PLUS
21	Houghton Beach Park 1	177323	MSW	HC3PLUS
	Houghton Beach Park 1	177323-left	REC	SCC3PLUS
22	Kirkland Ave & 3rd St (NE Corner)	177317	MSW	HC3PLUS
23	Kirkland Ave & Lake St (NE Corner)	1515470	MSW	HC5
	Kirkland Ave & Lake St (NE Corner)	1515470-left	REC	SCC5
24	Kirkland Ave & Lake St (NW Corner)	177334	MSW	HC3PLUS
	Kirkland Ave & Lake St (NW Corner)	177334-left	REC	SCC3PLUS
25	Kirkland Ave & Lakeshore	177302	MSW	HC3PLUS
26	Kirkland Ave & Main St (NE Corner)	177298	MSW	HC3PLUS
27	Kirkland Ave & Main St (SW Corner)	177320	MSW	HC3PLUS
	Kirkland Ave & Main St (SW Corner)	177320-left	REC	SCC3PLUS
28	Kirkland Ave & State St S (SE corner)	177313	MSW	HC3PLUS
29	Kirkland Ave (Argosy 1)	177338	MSW	HC3PLUS
	Kirkland Ave (Argosy 1)	177338-left	REC	SCC3PLUS

30	Kirkland Avenue - Argosy 2	177321	MSW	HC3PLUS
	Kirkland Avenue - Argosy 2	177321-left	REC	SCC3PLUS
31	Lake St & Kirkland Ave, Southeast Corner	1522077	MSW	HC5
	Lake St & Kirkland Ave, Southeast Corner	1522077-left	REC	SCC5
32	Marina Park (Auxiliary Parking Lot)	177314	MSW	HC3PLUS
33	Marina Park Parking Lot 1	177315	MSW	HC3PLUS
34	Marina Park Parking Lot 2	177336	MSW	HC3PLUS
	Marina Park Parking Lot 2	177336-left	REC	SCC3PLUS
35	Marina Park Parking Lot 3	177304	MSW	HC3PLUS
36	Marina Park Parking Lot 4	177327	MSW	HC3PLUS
	Marina Park Parking Lot 4	177327-left	REC	SCC3PLUS
37	Marina Park Parking Lot 5	177324	MSW	HC3PLUS
	Marina Park Parking Lot 5	177324-left	REC	SCC3PLUS
38	Marina Parking Lot	173256	MSW	HC3PLUS
39	NE corner of Park Lane & Lake St	177318	MSW	HC3PLUS
40	Park Lane & Lake St	177305	MSW	HC3PLUS
41	Park Lane & Main St (NE Corner)	177325	MSW	HC3PLUS
	Park Lane & Main St (NE Corner)	177325-left	REC	SCC3PLUS
42	Park Lane Parking Lot	177311	MSW	HC3PLUS
43	Peter Kirk Park Ballfield	177322	MSW	HC3PLUS
	Peter Kirk Park Ballfield	177322-left	REC	SCC3PLUS
44	Transit Center 1 (3rd St)	177340	MSW	HC3PLUS
	Transit Center 1 (3rd St)	177340-left	REC	SCC3PLUS
45	Transit Center 2 (3rd St)	177309	MSW	HC3PLUS
46	Transit Center 3 (3rd St)	177328	MSW	HC3PLUS
	Transit Center 3 (3rd St)	177328-left	REC	SCC3PLUS
47	Transit Center 4 (3rd St)	177333	MSW	HC3PLUS
	Transit Center 4 (3rd St)	177333-left	REC	SCC3PLUS

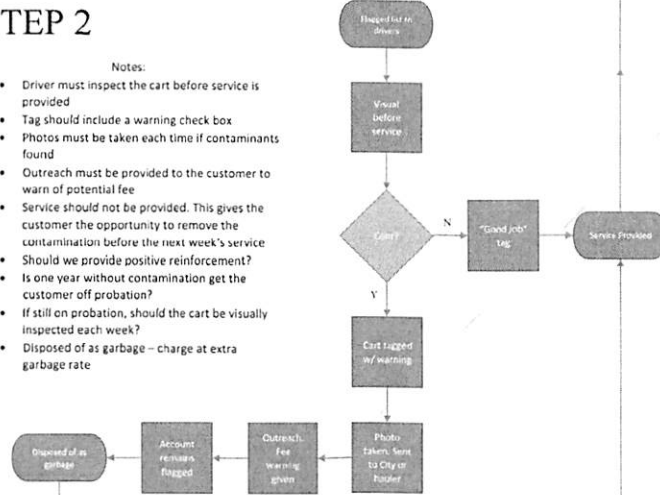
Exhibit F Residential and Commercial Contamination Protocols

STEP 1

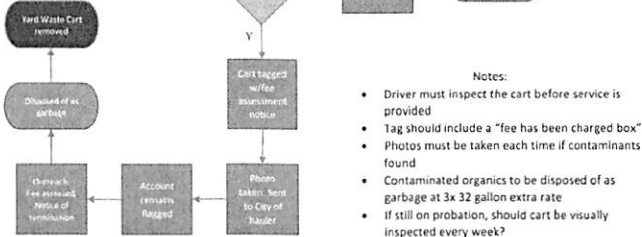


STEP 2

- Notes:
- Driver must inspect the cart before service is provided
 - Tag should include a warning check box
 - Photos must be taken each time if contaminants found
 - Outreach must be provided to the customer to warn of potential fee
 - Service should not be provided. This gives the customer the opportunity to remove the contamination before the next week's service
 - Should we provide positive reinforcement?
 - Is one year without contamination get the customer off probation?
 - If still on probation, should the cart be visually inspected each week?
 - Disposed of as garbage – charge at extra garbage rate



STEP 3



- 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?

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 been removed else it will be disposed of as garbage.
- There is no probationary period: all materials with contamination will either be cleaned up or be disposed of as garbage
- Return trip may be charged if hauler has to come back to pick up a cleaned up cart
- Cycle of charging customer for garbage disposal or return trips unless business opts out of the program

