

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

COMPREHENSIVE
GARBAGE, RECYCLABLES, AND COMPOSTABLES
COLLECTION SERVICES
CONTRACT

City of Federal Way
and

[Click here to enter text.](#)

September 1, 2020 – September 30, 2030



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

1
2 **RECITALS 1**
3 **AGREEMENT 1**
4 **1. DEFINITIONS 1**
5 **2. TERM OF CONTRACT 6**
6 **3. CONTRACTOR REPRESENTATIONS AND WARRANTIES..... 6**
7 **4. SCOPE OF WORK 7**
8 4.1 GENERAL COLLECTION SYSTEM REQUIREMENTS.....7
9 4.1.1 Service Area7
10 4.1.2 Service to Residences on Private Roads and Driveways7
11 4.1.3 Hours/Days of Collection8
12 4.1.4 Employee Conduct8
13 4.1.5 Disabled Persons Service9
14 4.1.6 Holiday Schedules.....9
15 4.1.7 Inclement Weather.....9
16 4.1.8 Suspending Collection from Problem Customers.....10
17 4.1.9 Missed Collections11
18 4.1.10 Same Day Collection11
19 4.1.11 Requirement to Recycle and Compost and Quality Assurance.....11
20 4.1.12 Routing, Notification, and Approval.....12
21 4.1.13 Vehicle and Equipment Type/Age/Condition/Use13
22 4.1.14 Container Requirements and Ownership14
23 4.1.14.1 Garbage, Recyclables, and Compostables Carts15
24 4.1.14.2 Detachable Containers and Drop-box Containers15
25 4.1.14.3 Ownership17
26 4.1.14.4 Container Colors and Labeling17
27 4.1.14.5 Container Weights.....18
28 4.1.14.6 Container Removal Upon City or Customer Request18
29 4.1.15 Inventory of Vehicles and Facilities18
30 4.1.16 Spillage and Leakage of Vehicle Contents.....18
31 4.1.17 Disruption Due to Construction19
32 4.1.18 Contractor Labor Negotiations, Strike Contingency Planning, and Performance During Labor
33 Disruption20
34 4.1.19 Site Planning and Building Design Review21
35 4.1.20 Safeguarding Public and Private Facilities22
36 4.1.21 Transition and Implementation of Contract.....22
37 4.1.22 Hiring Preference.....23
38 4.1.23 Performance Review.....23
39 4.1.24 Continual Monitoring and Evaluation of Operations24
40 4.1.25 Collection/Disposal Restrictions24
41 4.1.26 Emergency Response.....25
42 4.2 COLLECTION SERVICES25
43 4.2.1 Single-Family Residence Garbage Collection.....25
44 4.2.1.1 Subject Materials25

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

1	4.2.1.2 Containers	26
2	4.2.1.3 Specific Collection Requirements	26
3	4.2.2 <i>Single-Family Residence Recyclables Collection</i>	27
4	4.2.2.1 Recyclable Materials	27
5	4.2.2.2 Containers	27
6	4.2.2.3 Specific Collection Requirements	27
7	4.2.3 <i>Single-Family Residence Compostables Collection</i>	28
8	4.2.3.1 Subject Materials	28
9	4.2.3.2 Containers	28
10	4.2.3.3 Specific Collection Requirements	28
11	4.2.4 <i>Multifamily Complex and Commercial Customer Garbage Collection</i>	29
12	4.2.4.1 Subject Materials	29
13	4.2.4.2 Containers	29
14	4.2.4.3 Specific Collection Requirements	29
15	4.2.5 <i>Multifamily Complex and Commercial Recyclables Collection</i>	30
16	4.2.5.1 Subject Materials	30
17	4.2.5.2 Containers	30
18	4.2.5.3 Specific Collection Requirements	30
19	4.2.6 <i>Multifamily Complex and Commercial Customer Compostables Collection</i>	31
20	4.2.6.1 Subject Materials	31
21	4.2.6.2 Containers	31
22	4.2.6.3 Specific Collection Requirements	32
23	4.2.7 <i>Drop-Box Container Garbage Collection</i>	32
24	4.2.7.1 Subject Materials	32
25	4.2.7.2 Containers	32
26	4.2.7.3 Specific Collection Requirements	32
27	4.2.8 <i>Temporary (Non-Special Event) Container Customers</i>	33
28	4.2.9 <i>Special Event Services</i>	33
29	4.2.10 <i>City Services</i>	33
30	4.2.11 <i>Community Events</i>	36
31	4.2.12 <i>On-call Bulky Waste Collection</i>	36
32	4.2.13 <i>Excluded Services</i>	36
33	4.3 COLLECTION SUPPORT AND MANAGEMENT	37
34	4.3.1 <i>General Customer Service</i>	37
35	4.3.2 <i>Specific Customer Service Requirements</i>	37
36	4.3.2.1 Customer Service Representative Staffing	37
37	4.3.2.2 City Access to Contractor’s Customer Service Information	38
38	4.3.2.3 Service Recipient Complaints and Corrective Requests	38
39	4.3.2.4 Handling of Customer Calls	39
40	4.3.2.5 Corrective Measures	39
41	4.3.2.6 Contractor Internet Website	39
42	4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required	40
43	4.3.2.8 Customer Communications	41
44	4.3.3 <i>Contractor’s Customer Billing Responsibilities</i>	41
45	4.3.4 <i>Reporting</i>	43
46	4.3.4.1 Monthly Reports	43
47	4.3.4.2 Annual Reports	44
48	4.3.4.3 Ad Hoc Reports	45
49	4.3.4.4 Other Reports	45
50	4.3.5 <i>Promotion and Education</i>	45

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

Table of Contents

1	5. COMPENSATION	48
2	5.1 COMPENSATION TO THE CONTRACTOR.....	48
3	5.2 COMPENSATION TO THE CITY	49
4	5.3 COMPENSATION ADJUSTMENTS.....	50
5	5.3.1 Annual CPI Service Component Modification.....	50
6	5.3.2 Changes in Disposal Fees.....	50
7	5.3.3 Changes in Disposal or Compostables Processing Sites	51
8	5.3.4 Recycling Market Adjustments.....	51
9	5.3.5 New or Changes in Existing Taxes.....	51
10	5.4 CHANGE IN LAW.....	51
11	6. FAILURE TO PERFORM, REMEDIES, TERMINATION.....	52
12	6.1 PERFORMANCE FEES	52
13	6.2 CONTRACT DEFAULT	55
14	7. NOTICES.....	56
15	8. GENERAL TERMS	56
16	8.1 COLLECTION RIGHT	56
17	8.2 ACCESS TO RECORDS.....	57
18	8.3 INSURANCE.....	57
19	8.3.1 Minimum Scope of Insurance	58
20	8.3.2 Minimum Amounts of Insurance.....	58
21	8.3.3 Other Insurance Provisions.....	59
22	8.3.4 Acceptability of Insurers.....	59
23	8.3.5 Verification of Coverage.....	59
24	8.3.6 Subcontractors	60
25	8.4 PERFORMANCE BOND	60
26	8.5 INDEMNIFICATION	60
27	8.5.1 <i>Defend, Indemnify and Hold Harmless</i>	60
28	8.5.2 <i>Process</i>	61
29	8.6 CONFIDENTIALITY OF INFORMATION	61
30	8.7 ASSIGNMENT OF CONTRACT	61
31	8.7.1 Assignment or Pledge of Money by the Contractor	61
32	8.7.2 Assignment, Subcontracting, Delegation of Duties.....	62
33	8.7.3 CHANGE OF TRADE NAME.....	62
34	8.8 LAWS TO GOVERN/VENUE.....	62
35	8.9 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS	63
36	8.10 PERMITS AND LICENSES	63
37	8.11 RELATIONSHIP OF PARTIES	64
38	8.12 CONTRACTOR’S RELATIONSHIP WITH CUSTOMERS.....	64
39	8.13 BANKRUPTCY	64
40	8.14 RIGHT TO RENEGOTIATE/AMEND	64
41	8.15 FORCE MAJEURE	64
42	8.16 SEVERABILITY.....	65
43	8.17 WAIVER.....	65
44	8.18 INCORPORATION OF CONTRACTOR’S PROPOSAL IN RESPONSE TO CITY’S RFP	65

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

Table of Contents

1	8.19 DISPUTE RESOLUTION	66
2	8.20 ENTIRETY	66
3		
4		
5	EXHIBITS:	
6		
7	EXHIBIT A: Service Area	
8	EXHIBIT B: Contractor Rates	
9	EXHIBIT C: Recyclables List	
10	EXHIBIT D: Rate Modification Example	
11		

1 This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract
2 (hereafter, "Contract"), passed by the Federal Way City Council at its regular meeting on the ____ day of
3 _____, 2019. This Contract is made and entered into this _____ day of _____, 2019 (hereafter
4 the "Date of Execution"), by and between the City of Federal Way, a municipal corporation (hereafter
5 "City"), and _____ (hereafter "Contractor").
6

7 RECITALS

8
9 WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage,
10 Recyclables, and Compostables collection services to all residents, businesses, and institutions located
11 within the Service Area; and
12

13 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City
14 conducted a thorough and exhaustive competitive process; and
15

16 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City
17 had the right at any time during the process to reject any or all of the competitors, regardless of their
18 proposals or prices; and
19

20 WHEREAS, having completed the competitive process, the City has selected the best candidate to
21 provide the services outlined in the competitive process; and
22

23 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise
24 necessary to perform the services as requested in the competitive process; and
25

26 WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the
27 competitive process and included below;
28

29 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein
30 contained, the City and Contractor do agree as follows:
31

32 AGREEMENT

33 34 35 1. DEFINITIONS

36 The following definitions apply to terms used in this Contract:
37

38
39 **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection
40 containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers,
41 clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions,
42 mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste
43 does not include piles of debris, car parts, construction or demolition debris, any item that would be
44 considered Hazardous Waste, or stumps.
45

1 **Can:** A Customer-owned Container that is a water-tight, galvanized sheet-metal or plastic container, not
2 exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped
3 handles, one on each side; and fitted with a tight cover equipped with a handle.
4

5 **Cart:** A Contractor-provided 20-, 32-, 64-, or 96-gallon wheeled Container with attached lid suitable for
6 collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Cart size
7 variations up to ten percent (10%) are allowable with prior written permission from the City. Carts shall
8 be rodent and insect resistant.
9

10 **Change of Control:** The term “Change of Control” means any single transaction or series of related
11 transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities
12 of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or
13 entities, who as of the effective date of the Contract do not have such a beneficial interest; provided,
14 however, that intra-company transfers, such as transfers between different subsidiaries or branches of
15 the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other
16 entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions
17 effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall
18 not constitute a Change in Control.
19

20 **City:** The word “City” means the City of Federal Way, in King County, Washington. As used in the
21 Contract, use of the term “City” may include reference to the Mayor or his/her designated
22 representative(s). Where the context makes it apparent, references to staff, streets, rights-of-way,
23 activities and things refer to the staff, streets, rights-of-way and activities of the City, and things
24 belonging to or located within the City.
25

26 **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental
27 agencies, and all other users of commercial-type Garbage collection services.
28

29 **Compostables:** Any organic waste material that is Source-separated for processing or composting, such
30 as Yard Debris and Food Scraps generated by any Residential or Commercial customers.
31

32 **Contamination Reduction Plan:** The plan developed by the Contractor and annually approved by the
33 City to address contamination in Recyclables and Compostables placed in Customers’ Containers.
34 Contamination includes improperly prepared Recyclables and/or Compostables, materials that cannot
35 be recycled or composted, and excessive moisture.
36

37 **Contractor:** _____, which has contracted with the City to provide all Services identified
38 in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and
39 collecting, processing, marketing, and transporting Recyclables and Compostables.
40

41 **Container:** Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this
42 Contract.
43

44 **Contract:** Refers to this contract for comprehensive Garbage, Recyclables, and Compostable collection
45 services.
46

47 **Contract Term:** Refers to the term of this Contract as provided for in Section 2.

1
2 **County:** King County in Washington State.
3

4 **Curb or Curbside:** Refers to the Customers' property, within five (5) feet of the Public Street or Private
5 Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property
6 within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking.
7 If extraordinary circumstances preclude such a location, Curbside shall be considered a placement
8 suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City
9 and Contractor.
10

11 **Customer:** All account-holders and users of the Contractor's services within the City.
12

13 **Date of Commencement of Service:** September 1, 2020, which is the date that the Contractor agrees to
14 commence the provision of Services as described throughout this Contract.
15

16 **Date of Execution:** The date that this Contract is executed by all signatories.
17

18 **Day/Days:** Calendar days unless otherwise specified.
19

20 **Detachable Container:** A watertight metal or plastic container equipped with a tight-fitting cover,
21 capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic
22 yard or greater than eight (8) cubic yards in capacity.
23

24 **Driveway:** A privately-owned and maintained way that connects a Single-Family Residence or parking
25 area/garage/carport with a Private Road or Public Street.
26

27 **Drop-box Container:** An all-metal loose material or compactor container with ten (10) cubic yards or
28 more capacity that is loaded onto a specialized collection vehicle.
29

30 **Environmental Law:** Any applicable federal, state, or local statute, code, or ordinance or federal or state
31 administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at
32 any time hereafter in effect pertaining to the protection of human health or the environment
33

34 **Extra Unit:** Excess material that does not fit in the Customer's primary Container. In the case of Garbage
35 and Compostables Cart services, an Extra Unit is 32-gallons and may be contained in either a plastic bag
36 or Can. In the case of Garbage Containers one (1) cubic yard or more in capacity, an Extra Unit is 96-
37 gallons.
38

39 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of
40 produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper,
41 such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or
42 other paper products accepted by the Contractor's selected composting site. Food Scraps shall not
43 include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials
44 prohibited by the selected composting facility. The range of materials handled by the Compostables
45 collection program may be changed from time to time upon the mutual agreement of the Parties to
46 reflect those materials allowed by the jurisdictional health department for the frequency of collection
47 provided by the Contractor.

1
2 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,
3 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals
4 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities
5 that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and
6 disposal by the Contractor. Needles or “sharps” used for the administration of medication can be
7 included in the definition of “Garbage,” provided that they are placed within a sealed, secure container
8 as agreed upon by the City and the Contractor and this handling is consistent with current County sharps
9 policy. The term “Garbage” shall not include Hazardous Wastes, Source-separated recyclable materials,
10 or Source-separated Compostables.

11
12 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, or material, or contaminant, pollutant, or
13 chemical, known or unknown, defined or identified as such in any existing or future local, state, or
14 federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human
15 health or the environment or environmental conditions, including but not limited to any substance that
16 is:

- 17
18 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United
19 States Environmental Protection Agency under Subtitle C of the Resource Conservation and
20 Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid
21 Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et
22 seq., as may be amended; or any other federal statute or regulation governing the treatment,
23 storage, handling, or disposal of waste imposing special handling or disposal requirements
24 similar to those required by Subtitle C of RCRA;
25
26 B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and
27 regulated as dangerous waste or extremely hazardous waste by the Washington State
28 Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105
29 RCW, or any other Washington State statute, regulation or rule governing the treatment,
30 storage, handling, or disposal of wastes and imposing special handling requirements similar to
31 those required by Chapter 70.105 RCW; and
32
33 C. Any substance that comes within the scope of this definition as determined by the City after the
34 Date of Execution of this Contract.

35
36 Any substance that ceases to fall within this definition as determined by the City after the Date of
37 Execution of this Contract shall not be deemed to be Hazardous Waste.

38
39 **King County Disposal System:** The facilities owned, leased, or controlled by King County, Washington
40 for the disposal of Garbage, or such other site as may be authorized by the current King County
41 Comprehensive Solid Waste Management Plan and the Interlocal Agreement between the City and King
42 County.

43
44 **Mixed-Use Building:** A structure inhabited by both Residential and Commercial Customers.

45
46 **Multifamily Complex:** A multiple-unit Residence with four (4) or more attached or unattached dwellings
47 billed collectively for collection service.

1
2 **Office Hours:** The hours of 8:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday
3 except for the holiday schedule specified in Section 4.1.6.
4
5 **On-call:** The provision of specified services only upon direct telephone, written, or e-mailed request of
6 the Customer to the Contractor.
7
8 **Party:** Either the City or the Contractor.
9
10 **Parties:** The City and Contractor.
11
12 **Private Road:** A privately-owned and maintained way that allows for access by a collection vehicle.
13
14 **Public Street:** A public right-of-way used for public travel, including public alleys.
15
16 **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.
17
18 **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection
19 program, as listed in Exhibit C.
20
21 **Residence/Residential:** A single-family and/or multifamily dwelling individually rented, leased, or
22 owned.
23
24 **Services:** Refers to the comprehensive Garbage, Recyclables and Compostables collection and
25 processing services provided by the Contractor pursuant to this Contract.
26
27 **Service Area:** The service boundaries indicated in Exhibit A as of the Date of Commencement of Service,
28 which shall be the City's corporate boundaries.
29
30 **Single-Family Residence:** All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that
31 are billed for collection service individually and located on a Public Street or Private Road.
32
33 **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for
34 recycling or reuse, including but not limited to Recyclables, Compostables, and other materials.
35
36 **Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 4.1.19 of this
37 Contract.
38
39 **Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section
40 4.1.22 of this Contract.
41
42 **Unacceptable Waste:** Materials not allowed in the City's collection program, including but not limited to
43 highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and
44 biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is
45 not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law,
46 or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the
47 environment, or which cannot be legally accepted at the applicable disposal facility.

1
2 **WUTC:** The Washington Utilities and Transportation Commission.
3

4 **Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in
5 diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by
6 four (4) feet in length and no more than fifty (50) pounds, shall be allowed, and shall be secured by
7 degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole
8 Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags or Cans labeled
9 "Yard Debris" may also be used to contain extra Yard Debris.
10

11 **2. TERM OF CONTRACT**

12

13 The Term of this Contract is ten (10) years and one month starting on the Date of Commencement of
14 Service. The City and Contractor, may, at the sole option of the City, extend the Contract for one
15 extension not to exceed two (2) years in duration. The extension shall be under the original terms and
16 conditions of this Contract or as the Contract may have been amended at the time of the extension. To
17 exercise the option to extend this Contract, written notice shall be given by the City to the Contractor
18 not less than one hundred eighty (180) days prior to the expiration of the Contract Term or the
19 expiration of a previous extension. With the Parties' written consent, the requirement of one hundred
20 and eighty days prior notice may be waived. At the time the City provides the Contractor with written
21 notice of extension the Contractor may provide the City with a written proposal detailing services,
22 terms, and rates for a longer contract extension or renegotiation of this Contract. The City shall review
23 the proposal and may, at its sole discretion, determine whether to enter into negotiations regarding the
24 proposal.
25

26 **3. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

27

28 The Contractor represents and warrants to the City as follows:
29

- 30 • *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good
31 standing under the laws of the state of Washington, and has all requisite corporate power and
32 authority to enter into and to perform its obligations under this Contract.
33
- 34 • *Authority.* The Contractor has the authority to execute this Contract, to make the
35 representations and warranties set forth in it, and to perform the obligations of the Contractor
36 under this Contract in accordance with its terms. This Contract has been validly executed by an
37 authorized representative of the Contractor, with the authority to sign on behalf of and bind the
38 Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation
39 of Contractor.
40
- 41 • *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior
42 to the Date of Commencement of Service any such licenses, permits, and other authorizations
43 from federal, state, and other governmental authorities, as are necessary for the performance
44 of its obligations under this Contract.
45
- 46 • *Compliance with Laws.* The Contractor is not in violation of, and will not knowingly violate, any
47 applicable laws, ordinances, or regulations, which may impact the Contractor's ability to

1 perform its obligations under this Contract or which may have any impact on the City. The
2 Contractor is not subject to any order or judgment of any court, tribunal, or governmental
3 agency that impacts its operations or assets or its ability to perform its obligations under this
4 Contract.

- 5
6 • *Accuracy of Information.* None of the representations or warranties in this Contract, and none of
7 the documents, statements, reports, certificates, or schedules furnished or to be furnished by
8 the Contractor pursuant to this Contract or in connection with the performance of the
9 obligations contemplated under this Contract, at any time contain or will contain untrue
10 statements of a material fact or omissions of material facts.
- 11
12 • *Independent Examination.* In accepting and fulfilling responsibilities established by this contract,
13 the Contractor represents and affirms that it has made its own examination of all conditions
14 affecting the performance of this Contract, currently and into the future, and of the quantity,
15 quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and
16 of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service
17 Area it is aware of the present placement and location of in-place Containers. The Contractor
18 represents and warrants that it is capable of servicing Containers at their present locations, and
19 that it is capable of providing service to Customers in any areas of the Service Area that may be
20 built out or developed during the term of this Contract.

21 22 **4. SCOPE OF WORK**

23 24 **4.1 General Collection System Requirements**

25 26 **4.1.1 Service Area**

27
28 The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

29
30 Any areas annexed into the City during the term of this Contract shall be addressed outside of this
31 Contract through separate franchise or other arrangement. Unless the Contractor is providing solid
32 waste collection service within the annexed area under a WUTC certificate at the time of annexation,
33 the City shall have no obligation to offer such annexed areas to be served by the Contractor nor shall the
34 Contractor have an obligation to service such areas. If the Contractor is providing solid waste collection
35 service within the annexed area under a WUTC certificate at the time of annexation, then RCW
36 35A.14.900 shall govern the respective rights and obligations of the parties with respect to solid waste
37 collection service.

38 39 **4.1.2 Service to Residences on Private Roads and Driveways**

40 The Contractor shall provide Curbside service to all Residences located on Private Roads, except as
41 noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are
42 prohibited on Private Roads. The Contractor shall use smaller limited-access service vehicles as
43 necessary to provide service to those Customers.

44
45 In the event that the Contractor believes that a Private Road cannot be safely negotiated or that
46 providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to

1 distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and
2 make a determination of the best approach for providing safe and appropriate service to the Customer.
3 The City's determination shall be final, provided that the Contractor shall not be required to endanger
4 workers, equipment, or property.
5

6 If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor
7 shall inform the respective Customer(s) and may require a road damage waiver agreement in a form
8 previously approved by the City. In such event, if the Customer(s) refuse to sign such a road damage
9 waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the
10 Customer(s) will only be serviced from the closest Public Road access. Such determination that damage
11 is probable must be approved in writing by the City prior to any action or refusal of service by the
12 Contractor.
13

14 **4.1.3 Hours/Days of Collection**

15
16 All collections from Single-family Residential Customers and Residential zones, including mixed-use
17 areas shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the
18 City authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent
19 consistent with holiday and inclement weather schedules.
20

21 All collections from Commercial Customers shall be made between the hours of 6:00 a.m. and 6:00 p.m.,
22 provided that service to those Customers shall neither disturb Residential Customers in adjoining
23 Residential zoned areas, nor violate the noise provisions of the Federal Way Revised Code, as it currently
24 exists and as amended in the future. Collections from Commercial Customers within audible distance of
25 Residential Customers shall be made only between the hours of 7:00 a.m. and 4:00 p.m., and no earlier
26 than 9:00 a.m. on Saturday in the event of make-up collections. In case of complaint, Contractor shall
27 adjust routes to eliminate noise impacts. Exemptions to the hour requirements may be granted in
28 writing in advance by the City to accommodate the special needs of Commercial Customers where
29 allowed by the Federal Way Revised Code. The City's noise ordinance, as it currently exists and as
30 amended in the future, may further restrict these terms and hours of collection.
31

32 **4.1.4 Employee Conduct**

33
34 The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be
35 courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work
36 without delay, minimize noise, and avoid damage to public and private property. If on private property,
37 Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street
38 after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds,
39 hedges, or property of adjoining premises, or meddle with property that does not concern them or their
40 task at hand. While performing work under the Contract, Contractor employees shall wear a
41 professional and presentable uniform with a company emblem visible to the average observer, and
42 carry photo identification on their person. At the City's option and direction, Contractor employees shall
43 work with groups or organizations, such as neighborhood community organizations, homeowner
44 associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the
45 appropriate agency when suspicious activities are observed.
46

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

9 **4.1.5 Disabled Persons Service**

10
11 The Contractor shall provide Single-Family carryout service from an exterior location convenient for the
12 Customer for Garbage, Recyclables, and Compostables in cases where no household member has the
13 ability to place Containers at the Curb, at no additional charge. The Contractor shall use criteria that are
14 fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state,
15 and federal regulations, and shall be subject to City review and approval prior to program
16 implementation, which shall not be unreasonably withheld by the City.

17 18 **4.1.6 Holiday Schedules**

19
20 The Contractor shall observe the same holiday schedule as the King County Transfer Stations. When
21 observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the
22 week of regular collection to the next succeeding business day, which shall include Saturdays. The
23 Contractor may not collect Single-Family Residence and Multifamily Complex Garbage, Recyclables, or
24 Compostables earlier than the regular collection day due to a holiday. Commercial collections may be
25 made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling
26 information shall be included in written program materials, on the Contractor's web site, and by press
27 releases to general news media in the Federal Way area by the Contractor the week prior to the holiday
28 affecting service.

29 30 **4.1.7 Inclement Weather**

31
32 The Contractor shall provide all collection services unless weather conditions are such that the
33 Contractor determines continued operation would result in danger to the Contractor's staff, area
34 residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger.
35 When inclement weather occurs, the Contractor shall notify the City by telephone or email of operation
36 plans by collection sector by 6:00 a.m. for that business day. Once Contractor vehicles are on-route, all
37 areas missed due to hazardous conditions shall be confirmed by a route supervisor, and an update of
38 missed collections by Customer type and vicinity shall be reported to the City not later than 5:00 p.m.
39 that business day. To the extent practical, the Contractor shall coordinate missed collections in Single-
40 Family Residence areas so that either all or none of their materials are collected. The Contractor shall
41 provide automated notification calls, texts, or e-mails (at Customers' preference) to all Customers
42 missed that day by 6:00 p.m., with information about the planned make-up service schedule by material
43 type.

44
45 As conditions change, the Contractor will also promptly update its website with collection status and
46 detailed Customer instructions specific for each impacted service day. On each inclement weather day,

1 the Contractor shall release notices to local newspapers and radio stations notifying residents of the
2 modification to the collection schedule.

3
4 For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to
5 what would have been collected on the missed collection day(s) from Customers at no extra charge.
6 Following notification to the City, the Contractor will be provided temporary authorization to perform
7 collection services after regular collection hours and/or on Saturdays following disruptions due to
8 weather in order to finish collection routes.

9
10 The Contractor shall handle weather-related service interruptions as follows:

11 1. Single Family Customers: Make-up collection for Garbage, Recyclables, and Compostables
12 shall occur on that Customer’s service day the following week.

13 2. The Contractor shall provide make-up collection service for Garbage, Recyclables, and
14 Compostables from Multifamily Complex and Commercial Customers as soon as weather
15 conditions allow safe operations.

16
17 In the event inclement weather prevents service on the same scheduled Single-family Residence
18 collection day(s) two or more weeks in a row (for example, no collection service for Tuesday Customers
19 two weeks running), make-up collection will be made on the next possible day. In these cases, the
20 Contractor shall not wait for the regularly scheduled collection day the following week to service that
21 area.

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

28 Weather policies shall be included in program information provided to Customers and on the
29 Contractor’s city-specific webpage.

30
31 **4.1.8 Suspending Collection from Problem Customers**

32
33 The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or
34 conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may
35 include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect
36 claims of timely set-out followed by demands for return collection at no charge, repeated
37 unsubstantiated claims of Contractor damage to a Customer’s property, repeated contamination of
38 Recyclables or Compostables, repeated instances of Unacceptable Waste included in Garbage, or other
39 such problems.

40
41 The Contractor shall make every reasonable effort to provide service to those problem Customers;
42 however, the Contractor may deny or discontinue service to a problem Customer after prior written
43 notice is given to the City of the intent to deny or discontinue service, including the name, service

1 address, reason for such action, and whether reasonable efforts to accommodate the Customer and
2 provide services have occurred and failed. If the Customer submits a written appeal to the City objecting
3 to the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the
4 decision of the City shall be final. The City may also require the denial or discontinuance of service to
5 any Customer who is abusing the service or is determined to be ineligible.
6

7 **4.1.9 Missed Collections**

8

9 If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or
10 contaminated with unacceptable materials, the Contractor shall place in a prominent location a written
11 notification tag in accordance with the Contractor's Contamination Reduction Plan that identifies the
12 specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper
13 written notification to Customers, per the Contamination Reduction Plan referenced in Section 4.1.11,
14 of the reason for rejecting materials for collection shall be considered a missed collection and subject to
15 performance fees due to lack of proper Customer notification.
16

17 The failure of the Contractor to collect Garbage, Recyclables, or Compostables that have been set out by
18 a Customer in the proper manner on the appropriate day shall be considered a missed collection, and
19 the Contractor shall collect the materials from the Customer within one business day of the Contractor's
20 receipt of notification of the missed pick-up. The Contractor shall maintain an electronic record of all
21 calls related to missed collections and the response provided by the Contractor. Such records shall be
22 made available for inspection upon request by the City, and the information shall be included in monthly
23 reports. (See Reporting requirements set forth in Section 4.3.4).
24

25 If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor,
26 which the Contractor can prove through documentation (e.g., the Containers were not placed at the
27 curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor may
28 charge the Customer an additional return trip fee for this service, provided the Contractor notifies the
29 Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The
30 Contractor will not be liable for a missed collection in such case.
31

32 **4.1.10 Same Day Collection**

33

34 Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of
35 the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and
36 Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the
37 same day.
38

39 **4.1.11 Requirement to Recycle and Compost and Quality Assurance**

40

41 The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected,
42 unless express prior written permission is provided by the City. The Contractor shall use facilities that:
43

- 44 • Process materials to a high standard to maximize the recovery and recycling of all incoming
45 recyclable and compostable materials;

- 1 • Are operated to minimize cross-contamination of materials that would result in otherwise
2 Recyclable materials being misdirected to a market or disposal where they would not be
3 recovered;
- 4 • Are designed and operated to minimize the residual stream of otherwise recoverable materials
5 destined for disposal.
- 6 • Have sufficient preprocess and screening staff and equipment to ensure that otherwise
7 recoverable materials are not cross-contaminated and rendered non-recyclable due to the
8 nature of the processing facility.
9

10 The City and Contractor agree that the Contractor is being fully compensated to recycle or compost
11 these collected materials, and that maximum cost-effective diversion of Recyclables and Compostables
12 from disposal is a primary objective of the services provided under this Contract.
13

14 Concurrently with the start of this Contract, the Contractor shall implement a Contamination Reduction
15 Plan for Recyclables and Compostables for tagging, probationary periods, material rejection, and
16 suspension of service. Contamination Reduction Plan elements will be highlighted that differ between
17 collection sectors (Single-Family, Multifamily, Commercial, and Drop-box). The Contamination Reduction
18 Plan will address thresholds for when contamination levels trigger Customer contact, when to place a
19 Customer on service probation for possible discontinued collection, when to suspend collection service
20 and remove the subject Carts or Containers, and finally but not limited to, procedures to allow a
21 Customer to reinstate and resume service after it has been suspended after following established
22 contamination reduction protocols. The Contractor shall implement the Contamination Reduction Plan
23 for all Customers and shall notify the City via email of any Customer being charged contamination fees
24 or facing service suspension. Specific actions are listed in Section 4.3.5 for the Contractor to address
25 contamination issues at Multifamily Complexes.
26

27 The Contractor and City shall annually update these procedures to ensure that contamination problems
28 are addressed promptly and fairly for all sectors. No later than November 1 of each year of the
29 Contract, the Contractor and/or City shall propose any desired changes to the Contamination Reduction
30 Plan for the following calendar year. The Contractor and City shall mutually agree upon changes to the
31 plan by December 31 of each year to continuously improve Recyclables and Compostables material
32 quality.
33

34 The City reserves the right to engage in product stewardship and/or waste prevention activities, and
35 Contractor acknowledges that product stewardship systems may alter the composition or quantity of
36 Recyclables set out for collection. Based on waste prevention, product stewardship efforts, or changed
37 market conditions, the City may elect to remove one or more materials from the Exhibit C list. The
38 Parties agree to determine if such removal from the Exhibit C list creates significant costs or savings, and
39 to explore changes in compensation per Section 5.3.
40

41 **4.1.12 Routing, Notification, and Approval** 42

43 The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage,
44 Recyclables, and Compostables shall be collected from each Single-family Residence.
45

46 The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the
47 effective date of the proposed change and obtaining written approval from the City. On the City's

1 approval, the Contractor shall provide affected Customers with at least fourteen (14) days written,
2 telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the
3 prior written approval from the City of the notice to be given to the Customer; such approval shall not
4 be unreasonably withheld.

6 **4.1.13 Vehicle and Equipment Type/Age/Condition/Use**

8 The Contractor shall use new 2020 or later model year collection vehicles for Garbage, Recyclables, and
9 Compostables collection services performed under this Contract. Back-up vehicles used fewer than
10 thirty (30) operating days a calendar year shall not be subject to the age that apply to regularly-used
11 vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other
12 conditions of this section. The accumulated annual use of individual back-up vehicles shall be reported
13 in the Contractor's monthly report.

15 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide
16 service to all Customers, regardless of location. In some cases, this may mean that a small collection
17 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall
18 procure, maintain, and operate those vehicles to ensure collection services are provided throughout the
19 Service Area.

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

31 The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g.,
32 Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to
33 Customer premises or streets. Any equipment not meeting these standards shall not be used within the
34 Service Area until repairs are made. All collection and route supervisor vehicles used by the Contractor
35 shall be equipped with a minimum 10-gallon capacity spill kit. Clean-up of any discharge of liquid wastes
36 or oils that may occur from Contractor's vehicles or Containers shall be initiated within three (3) hours
37 of being noticed/notified by route staff, customers, or the City, and shall be performed by the
38 Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice
39 of such clean-up shall be provided to the City in writing. The Contractor shall notify the City-designated
40 spill reporting telephone number of any spills that enter drainages within four (4) hours. Failure by the
41 Contractor to clean-up the discharge in a timely fashion to the satisfaction of the City shall be cause for
42 performance fees, as described in Section 6.1. The Contractor shall notify the City and the Customer of
43 any leakage from non-Contractor-owned Containers within four (4) hours of observation so that repairs
44 may be made in a timely manner.

46 No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer
47 service telephone number, and website address, unless otherwise previously approved in writing by the

1 City. Special promotional messages may be permitted by the City; provided they are either painted
2 directly on vehicles or on placards attached to vehicles. The City's approval must be granted in writing.
3 Vehicle inventory numbers shall be displayed on the passenger (right) door and rear panel of the vehicle
4 body and shall show, in lettering at least 12" high, an abbreviated truck designation number specific to
5 the City. For example, FW-1, FW-2, etc., limited to a two digit letter and numeral to aid in rapid
6 identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition
7 related to specific vehicles. The City may approve a different numbering system proposed by the
8 Contractor provided that it meets the objective of rapid and memorable truck identification
9

10 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way
11 communication equipment, capable of communicating within the entire Service Area. Collection vehicles
12 shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their
13 on-board route management system.
14

15 All collection vehicles shall be equipped with global positioning systems ("GPS"), as well as an on-board
16 computer and data tracking system to track route progress and log non-set-outs, extras, and other
17 service issues. The system shall incorporate photo documentation of all persistent on-route service
18 issues for a particular Customer with repeated complaints. The Contractor's drivers shall be fully trained
19 and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer
20 service database no less than hourly to allow Customer service and route management personnel to be
21 fully apprised of route progress, and be able to address misses and other Customer inquiries in near
22 real-time.
23

24 **4.1.14 Container Requirements and Ownership**

25

26 Contractor Garbage fees in Exhibit B include all costs of the associated Containers unless Container
27 rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.
28

29 Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-
30 provided Containers for their initial Container of Garbage collection service, with the exception of
31 compacting Drop-box Containers, which may be Customer-owned or leased from other parties. Plastic
32 bags or Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.
33

34 In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned
35 Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for
36 rectifying all Contractor-caused unnecessary or unreasonable damage to Customer-owned Containers.
37

38 All Contractor-provided Containers shall be permanently, clearly, and prominently molded-in, molded-
39 on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the
40 size capacity and material preparation requirements of the Container. Contractor-provided Containers
41 shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the
42 Contractor's logo or company name.
43

44 All Contractor-provided Containers shall be delivered in fully working condition without needed
45 maintenance, repairs, and/or painting, and free of residue and odors from prior use.
46

1 In the event that a particular Customer repeatedly damages a Container or requests more than one
2 replacement Container during the term of the Contract or due to negligence or misuse, the Contractor
3 may charge the Customer for the depreciated value of the Container and shall forward in writing the
4 Customer's name and address to the City with a full explanation of incident(s). In the event that the
5 problem continues, the Contractor may discontinue service to that Customer, provided the City provides
6 prior written approval.

7 8 **4.1.14.1 Garbage, Recyclables, and Compostables Carts** 9

10 The Contractor shall provide a 20-, 35-, 64-, and 96-gallon Garbage Carts for the respective level of
11 Garbage collection, 35-, 64-, and 96-gallon Carts for Recyclables collection, and 35-, 64-, and 96-gallon
12 Compostables Carts for Compostables collection. All Carts used at the start of this Contract shall be new.
13 All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled
14 plastic, with a lid that will accommodate a label. Carts shall be provided to requesting Customers within
15 seven (7) days of the Customer's initial request. All Carts must have materials preparation instructions
16 printed on a sticker on the lid. The City's telephone (253-833-3333) and website contact information
17 shall be embossed on all Carts. The City shall review and approve all stickers and embossing font size
18 and placement prior to the Contractor ordering carts.

19
20 All Contractor-provided Carts shall be maintained by the Contractor in good condition for material
21 storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be
22 equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent
23 unwanted movement. Carts shall contain instructions for proper use, including any Customer actions
24 that would void manufacture warranties (such as placement of hot ashes in the container causing the
25 container to melt), and procedures to follow to minimize potential fire problems.

26
27 Collection personnel shall proactively note damaged hinges, holes, poorly functioning wheels, and other
28 similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and
29 Compostables), and forward written or electronic repair notices that business day to the Contractor's
30 service personnel. Repaired or replacement carts shall be provided within seven (7) days at the
31 Contractor's expense. Any Cart that is damaged or missing due to an accident, collection truck
32 mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be
33 replaced no later than three (3) business days after notice from the Customer or the City at the
34 Contractor's expense. In the event that a Cart is inadvertently lost into a collection vehicle during
35 collection due to mechanical or operator error, the Contractor shall inform the Customer that business
36 day. All Cart repairs and replacements shall be at no charge to the Customer unless the Customer's
37 negligence has caused the damage.

38 39 40 **4.1.14.2 Detachable Containers and Drop-box Containers** 41

42 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers,
43 and 10-, 20-, 25-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who
44 requires their use for storage and collection of Garbage or Recyclables within three (3) days of the
45 Customer's request. Containers shall be located on the premises in compliance with any related
46 ordinance, and a manner satisfactory to the Customer and for collection by the Contractor.
47

1 The Contractor shall charge rent for temporary and permanent Drop-box Container service in
2 accordance with Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates,
3 or any expenses in connection with Drop-box Container service other than the applicable fees listed in
4 Exhibit B.

5
6 Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have
7 four (4) wheels for Containers 4-cubic yards and under unless site-specific conditions (slope or service
8 access) dictate the use of a non-wheeled Container; be in good condition for Garbage, Compostables, or
9 Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or
10 holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-
11 fitting screened or solid cover operated by a winch in good repair.

12
13 The Contractor shall contact the City's Fire Marshal and obtain a determination concerning the
14 conditions under which plastic Detachable Containers may be used. The Contractor may use plastic
15 Detachable Containers at all locations where allowed by the City's Fire Marshal. Each plastic Detachable
16 Container shall be marked with an additional sticker warning Customers and the Contractor's staff
17 where the Container may be placed as determined by the City's Fire Marshal.

18
19 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's
20 expense before being delivered to a Customer. Steel Containers shall be repainted as needed, or upon
21 notification from the City. The Contractor shall provide a fee-based On-call Container cleaning service to
22 Customers.

23
24 All Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor
25 shall repair or replace within one (1) business day any Container that was supplied by or taken over by
26 the Contractor and was in use if the City personnel, King County Health Department inspector, or other
27 agent having safety or health jurisdiction determines that the Container fails to comply with reasonable
28 standards or constitutes a surface water contamination, health, or safety hazard.

29
30 The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and
31 Customer with the least slope and best vehicle access possible. For Customers that must stage their
32 Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good
33 faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in
34 potentially problematic staging areas and are sufficiently restrained such that the Container may not roll
35 and cause harm to persons or property. The Contractor may require a Customer to attend to the
36 Containers immediately prior to and after collection. Any disputes arising between the Contractor and a
37 Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in
38 writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in
39 the same location as found, with all lids closed.

40
41 Customers may elect to use Containers from other sources, and shall not be subject to discrimination by
42 the Contractor regarding collection services, provided that such Containers are compatible with the
43 Contractor's collection equipment; however, Containers owned or secured by Customers must be
44 properly labeled with Contractor-provided stickers to be eligible for collection (except in the case of
45 compactor Containers). The Contractor is not required to service Customer Containers that are not
46 compatible with the Contractor's equipment.

1 **4.1.14.3 Ownership**

2
3 At the end of the Contract Term or in the event the Contract is terminated for any reason, all Containers
4 used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership
5 without further compensation to the Contractor. Temporary Containers, Compactor Drop-boxes leased
6 to Customers outside of this Contract, and all Containers held in reserve at the Contractor’s yard and not
7 actively in service at a Customer location are excluded from this provision.

8
9 The City may elect to assign this potential ownership of said Containers to a third-party, and shall
10 provide written notice to the Contractor. Any remaining warranties associated with the Containers
11 described herein shall be transferred to the City or the City’s assignee.

12
13 The City in advance accepts all such Containers in their “as-is, where-is” condition and without any
14 express or implied warranty by the Contractor of any kind, including but not limited to any warranty of
15 fitness for any particular purpose or any warranty of merchantability. As between the City and the
16 Contractor, the City assumes all risks of loss or liability on account of the City’s exercising of its rights
17 under this Section 4.1.14.3 or any use made of any such Containers after they become the property of
18 the City or assignee of the City.

19
20 **4.1.14.4 Container Colors and Labeling**

21
22 Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts
23 shall be green, and Carts and Detachable Containers for Garbage shall be grey. Specific Container colors
24 shall be approved in writing by the City prior to the Contractor’s order of new Containers.

25
26 All Carts, including new and those in place at the beginning of this Contract, shall be labeled with
27 instructional information and contact information that includes both a customer service phone number
28 and website address. All new Carts shall be embossed with the type of material to be placed in the cart
29 with lettering no less than two inches high on both sides of the Cart. All label messaging and embossed
30 lettering shall be approved by the City prior to ordering by the Contractor. Label location and label
31 placement guidelines on Carts shall be subject to the City’s prior approval. Labels shall be reapplied
32 when faded, damaged, or upon the City or customer request. If the Garbage, Recycling, or Compostables
33 collection program instructions on affixed labels becoming obsolete, the Contractor at their sole
34 expense shall produce and affix labels featuring current information on all Carts.

35
36 All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection
37 shall have materials preparation instructions and telephone/contact information, including both a
38 customer service phone number and a website address, printed on a sticker, and subject to the prior
39 written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage
40 or Recyclables shall have a sticker affixed that states: “Leaky dumpster? Damaged Lid?” and provides a
41 phone number to call for repair or replacement. Information shall be printed in a size that is easily read
42 by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be
43 approved in writing by the City prior to ordering by the Contractor. Label location and label placement
44 guidelines on Containers shall be subject to the City’s prior written approval.

1 Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers
2 shall be relabeled by the Contractor if labels fade or are unreadable, or upon City’s request for any
3 individual Container.
4

5 **4.1.14.5 Container Weights**
6

7 The Contractor shall not be required to lift or remove materials from any Container exceeding the safe
8 working capacity of the Container, lifting mechanism or collection vehicle. For Drop-box Containers, the
9 combined weight of the Drop-Box and contents must not cause the collection vehicle to exceed legal
10 road weight limits.
11

12 Any loose Extra Units that are not placed in a Container and must be manually loaded shall be limited to
13 fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.
14

15 **4.1.14.6 Container Removal Upon City or Customer Request**
16

17 The Contractor shall remove all Containers upon service cancellation within seven (7) days after the final
18 service date for which Customer payment is anticipated, or upon three (3) days of specific Customer,
19 property manager, property owner, or the City’s request. Failure to remove Containers within the
20 specified timeline shall be subject to the same performance fees as delayed Container delivery for that
21 Customer sector. The contents of removed Containers shall be managed as if they were collected on a
22 regular route (e.g., Recyclables shall be recycled, Compostables shall be delivered for composting). The
23 disposal or recycling of materials accumulating in the Contractor’s Container at the former Customer’s
24 location after the final Customer-paid collection shall be at the Contractor’s cost, not the former
25 Customer’s cost.
26

27 **4.1.15 Inventory of Vehicles and Facilities**
28

29 The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a
30 complete initial inventory of the vehicles and facilities to be used in the performance of this Contract.
31 The inventory shall include each vehicle (including chassis model year, type of body, material collected,
32 capacity, model, and vehicle identification number) and each facility to be used in performance of this
33 Contract (including address and purpose of the facility). The Contractor may change vehicles and
34 facilities from time to time, and shall include the revised inventory in the monthly report provided for in
35 Section 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this
36 Contract at least equal to those levels described in the initial inventory. The City reserves the right to
37 request maintenance history logs for vehicles or equipment during the performance of this Contract.
38

39 **4.1.16 Spillage and Leakage of Vehicle Contents**
40

41 All materials collected by the Contractor shall be completely contained in collection vehicles at all times.
42 Hoppers on all collection vehicles shall be cleared or emptied frequently to prevent blowing or spillage
43 of debris. All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or
44 tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public
45 Street.
46

1 Any Contractor-caused spillage or leakage of materials, whether reported by Customers, Contractor
2 employees, or the City, shall be cleaned up or removed by the Contractor within four (4) hours of
3 occurrence at Contractor’s sole expense. Such spillage or leakage shall be contained immediately by
4 Contractor employees, including immediate deployment of on-board “spill kits” to prevent or limit any
5 materials from entering the City’s municipal stormwater system.
6

7 The Contractor shall develop spill response procedures for review and approval by the City before
8 initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle
9 drivers shall be provided with hands-on training on the location, maintenance, and use of “spill kits” and
10 associated containment and notification procedures. Such training shall be provided to all vehicle drivers
11 at least annually.
12

13 The Contractor shall be responsible for reimbursement of all City-incurred costs in the event that City
14 staff or agents subsequently provide spill containment or clean-up of spillage or leakage caused by the
15 Contractor.
16

17 In the event of leakage from Contractor vehicles or any Containers, the Contractor shall notify the
18 designated City contact and provide documentation including pictures taken before and after clean-up
19 or removal, along with incident description and location, how and when Contractor learned of the
20 incident, and a summary of measures used to correct the incident. This information will be reported via
21 e-mail to the Contract administrator within one (1) business day of the incident.
22

23 If the leakage is due to faulty door or gate seals on Contractor’s equipment, repairs shall be completed
24 before the equipment returns to operation in the City. Any Contractor-supplied Container reported to
25 be leaking by the City, Contractor employees, or Customers shall be replaced by the Contractor within
26 one (1) business day of notification.
27

28 Leakage or spillage not cleaned up or removed by the Contractor within the required time frame shall be
29 cause for performance fees as described in Section 6.1, and may also be subject to fines and penalties
30 pursuant to City municipal code. Contractor expressly acknowledges it is solely responsible for any local,
31 state, or federal violations which may result from leakage or spillage resulting from Contractor’s
32 operations.
33

34 Failure of the Contractor to comply with all clauses in this Section shall be cause for performance fees,
35 as described in Section 6.1.
36

37 **4.1.17 Disruption Due to Construction**
38

39 The City reserves the right to construct any improvement or to permit any such construction in any
40 Public Street in such manner as the City may direct, which may have the effect for a time of preventing
41 the Contractor from traveling the accustomed route or routes for collection; However, the Contractor
42 and the City shall develop a reasonable workaround to enable the Contractor to continue to collect
43 Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference
44 existed upon the streets or alleys normally traversed. These services shall be performed at no extra fee
45 or cost to the City or the Contractor’s Customers.
46

1 **4.1.18 Contractor Labor Negotiations, Strike Contingency Planning, and Performance During Labor**
2 **Disruption**

3
4 No later than one hundred eighty (180) days prior to the expiration of any labor agreement associated
5 with services performed under this Contract, the Contractor shall provide the City in writing with its
6 planned response to labor actions that could compromise the Contractor's performance under this
7 Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:
8

- 9
- 10 1. The Contractor's specific staffing plan to cover Contract services, including identification of staff
11 resources moved from out-of-area operations and the use of local management staff to provide
12 basic services. The staffing plan shall be sufficient to provide recovery of full operations within
13 one (1) week following the initiation of the disruption.
 - 14 2. Contingency training plans to ensure that replacement and management staff operating routes
15 are able to continue to collect route data and follow collection and material delivery procedures
16 for all material streams collected from Customers.
 - 17
 - 18 3. Identification of staffed temporary Drop-box Containers or staffed packer truck locations for all
19 material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the
20 Contractor shall list the property owner/lessee's contact information and the date on which
21 permission for temporary use was received. The City shall review these locations, after which
22 the City shall approve or deny in writing use of specific locations.
 - 23
 - 24 4. A recovery plan to address how materials will be collected in the event of a short-notice
25 disruption (e.g., a wildcat strike) that does not allow the Contractor to collect all materials on
26 their regular schedule within one (1) week following the initiation of the disruption.
 - 27

28 The Contractor shall keep the City informed of the status of active labor negotiations on a timely basis.
29 During the period active negotiation phase near the end of labor contracts with Contractor employees
30 or at any time when strike authorization is under active consideration by Contractor's employees, the
31 Contractor shall keep the City informed on a daily basis. In the event that labor disruptions of any kind
32 result in reductions in service delivery, the Contractor shall inform the City within three (3) hours by
33 phone and e-mail of the nature and scope of the disruption, as well as the Contractor's plans for
34 activating Strike Contingency Plan elements. The Contractor shall report to the City via e-mail the areas
35 (per a detailed map) and customer counts of served and un-served customers by material stream and
36 service sector at the close of each service day on which collection operations have been impacted.

37
38 During recovery from the impacts of an active Labor Disruption, the Contractor shall provide make-up
39 collection on Saturday for all Single-family Garbage, Compostables, and Recyclables collection
40 Customers missed as a result of the Labor Disruption.

41
42 In the event that a disruption lasts more than one (1) week for Garbage and Compostables or two (2)
43 weeks for Recyclables for Single-family Residential Customers, the Contractor with approval of the City
44 shall provide staffed Drop-box Containers and/or staffed packer trucks for Customer use for each
45 affected material stream in approved locations throughout the affected service areas. The Contractor
46 will also provide the collection of the equivalent volume of each material that would normally have been

1 collected if no Labor Disruption had occurred, at no additional charge on the next regular collection day
2 for each material.

3
4 The City and Contractor agree that the following special compensation and performance fees reflect the
5 best estimate of the impacts of the Labor Disruption to Customers and the City. (In addition to any
6 regularly due Administrative fee) The Contractor shall pay the City monthly by the tenth day of the
7 following month:

- 8
9 1. A performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor
10 Disruption from the 1st day to the 7th day of the Labor Disruption;
- 11 2. A performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from
12 the 8th day to 14th day of the Labor Disruption; and
- 13 3. A performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for
14 every day beyond the 14th day of Labor Disruption.

15
16 The performance fees listed as 1 through 3, above, are intended to apply to any complete work
17 stoppage where alternative but substantially equivalent service by non-striking employees is not
18 provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the
19 Contractor through the employment of non-striking employees at any point during the course of the
20 labor disruption, the Contractor is entitled to reduce the amount of the performance fees that
21 otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to
22 Customer provided on that day. Given the nature of the array of pervasive service interruptions arising
23 from labor disruptions, the Contractor shall not be allowed any cure period opportunity; provided,
24 however, that the City may elect to receive the equivalent value of additional services, as negotiated, in
25 lieu of some or all of these labor disruption-specific performance fees.

26
27 The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section
28 shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during
29 the Labor Disruption event as determined solely by the City. This special fee is separate compensation to
30 the City for the Contractor's failure to plan and execute the provisions of this section. The special fee
31 shall be paid to the City within thirty (30) days of the Contractor's receipt of the City's invoice.

32
33 Fees paid by the Contractor under the terms of this Section 4.1.19 are not regular performance fees for
34 the purposes of Section 6 and shall not be counted in the cumulative performance fee default threshold
35 referenced in Section 6.2 (6).

36 37 **4.1.19 Site Planning and Building Design Review**

38
39 The Contractor shall, upon request and without additional cost, make available site planning assistance
40 to either the City and/or property owners or their representatives. The site planning assistance shall be
41 available for all new construction or remodeling of buildings and structures within the Service Area, and
42 shall address the design and planning of Garbage, Recyclables, and Compostables container storage and
43 Contractor service access areas and their location upon the site of the proposed construction or
44 remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall
45 also be available for existing building managers when realigning Garbage, Recyclables, and
46 Compostables services. Contractor planning assistance shall be provided within five (5) working days of
47 request.

1
2 Assistance shall include, but not be limited to, reviewing and providing comments on building designs
3 and site plans to ensure that those designs and plans incorporate:

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

13
14 All communications regarding this process shall be conducted electronically via email.

15 16 **4.1.20 Safeguarding Public and Private Facilities**

17
18 Contractor shall protect all public and private improvements, facilities, and utilities whether located on
19 public or private property, including, but not limited to, streets, curbs, signs/posts, light poles, and
20 planting strips. If such improvements, facilities, utilities, or streets are damaged as a result of
21 Contractor's operations, Contractor shall notify the City in writing of all damage within four (4) hours,
22 and Contractor shall repair or replace the same or pay the City for the costs of repairs, including
23 overhead and administrative costs. If the damage creates a public safety issue that requires an
24 immediate response, Contractor shall, along with notifying the City in writing, call the City to inform
25 them of such matter. If Contractor fails to do so within seven (7) days unless mutually agreed, the City
26 shall cause repairs or replacement to be made, and the cost, including overhead and administrative
27 costs, of doing so shall be paid by the Contractor.

28 29 **4.1.21 Transition and Implementation of Contract**

30
31 The Contractor shall develop, with the City's input and prior written approval, and submit to the City no
32 later than one hundred and twenty days (120) days after the Date of Execution of this Contract, a
33 Transition and Implementation Plan for introducing the new and revised services to the different
34 Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a
35 specific timeline as to when different activities and events will occur, including details of Container
36 delivery, how different events impact other events in the timeline and the process to be used to ensure
37 that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the
38 entire period following the Date of Execution of this Contract, up through and including the six (6)
39 month period following the Date of Commencement of Service. The Contractor shall separately describe
40 in detail what is involved with each of the activities and events listed in the timeline. The Transition and
41 Implementation Plan shall specifically address how the Contractor intends to proceed in the event of
42 inclement weather and what contingency plans will be in place to accelerate implementation if
43 Container delivery or other planned activities are impacted by inclement weather.

44
45 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,
46 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs
47 associated with the website ordering services, and of all new and continuing service and educational

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

3
4 Unless otherwise directed by the City, any additional promotional, educational, informational, and
5 outreach materials provided by the Contractor to Customers in connection with the initial transition and
6 implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor,
7 at the Contractor's cost, and subject to the City's prior review and written approval and the City's final
8 approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review the
9 outreach materials included in the Contractor's Transition and Implementation Plan schedule to allow
10 sufficient time for the City's prior review and written approval.

11 12 **4.1.22 Hiring Preference**

13
14 For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to
15 any Garbage, Recyclables, or Compostables collection workers who serviced City routes for the previous
16 hauler at the time that the previous collection contract expired and have been displaced as a result of
17 the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's
18 standards for employment. Nothing in this section is intended to create any third party rights under this
19 Contract.

20
21 Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the
22 Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and
23 benefit accruals earned as of the date of displacement. To the extent application of the Contractor's
24 collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing
25 pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining
26 agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the
27 company for any required COBRA payment made in order to retain health care coverage during the time
28 period between displacement and when the worker would become eligible for such benefits under the
29 Contractor's bargaining agreement.

30 31 **4.1.23 Performance Review**

32
33 The City may, at its option, and upon reasonable notice to the Contractor, conduct a review of the
34 Contractor's performance under this Contract. If conducted, the performance review shall include, but is
35 not limited to, a review of the Contractor's performance relative to requirements and standards
36 established in this Contract, including Customer service standards. The Contractor agrees to fully
37 cooperate with the performance review and work with City staff and consultants to ensure a timely and
38 complete review process.

39
40 The results of the performance review shall be presented to the Contractor within thirty (30) days of
41 completion. Should the City determine that the Contractor fails to meet the Contract performance
42 requirements and standards, the City shall give the Contractor written notice of all deficiencies. The
43 Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's
44 satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the
45 Contractor additional time to comply, accept other remedies for the service failure, or proceed with the
46 contract default process pursuant to Section 6.2 of this Contract, at the City's sole option.

1 The costs of the development and implementation of any action plan required under this Section 4.1.24
2 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in
3 accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and
4 the costs of developing or implementing such action plan shall not be passed on to Customers or the
5 City, or included in rates or fees charged to Customers.

6
7 The City may, at its option, and upon reasonable notice to the Contractor, design and implement an
8 alternative annual Contract compliance monitoring program with or without Contractor performance
9 incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good
10 faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance
11 data. The City shall bear the costs of City staff, City-retained consultants and performance incentives (if
12 used) and the Contractor shall bear the costs of Contractor staff and route costs to perform the
13 monitoring.

14
15 **4.1.24 Continual Monitoring and Evaluation of Operations**

16
17 The Contractor’s supervisory and management staff shall be available to meet with the City at either the
18 Contractor’s office or City’s offices, at the City’s option, on a weekly basis during the period three (3)
19 months before and two (2) months after the Date of Commencement of Service and monthly
20 throughout the term of the Contract to discuss operational and Contract issues.

21
22 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the
23 provisions of this Contract is maintained.

24
25 The City may periodically monitor collection system parameters such as participation, Container
26 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with
27 the City by coordinating the Contractor’s operations with the City’s periodic monitoring to minimize
28 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access
29 to equipment, processing facilities, route and Customer service data, safety records, and other
30 applicable information. The City’s review of Contractor activities and records shall occur during normal
31 Office Hours and shall be supervised by the Contractor’s staff.

32
33 **4.1.25 Collection/Disposal Restrictions**

34
35 Unless otherwise directed by the City, all Garbage collected under this Contract, as well as residues from
36 processing Recyclables and Compostables (to the extent required for the City to comply with its Solid
37 Waste Interlocal Agreement with King County), shall be delivered to the King County Disposal System in
38 compliance with all King County rules regarding such disposal. On any particular route, the Contractor
39 shall collect Garbage and deliver it directly to the King County Disposal System, without adding material
40 from routes or customers in other jurisdictions.

41
42 Garbage containing obvious amounts of yard debris shall not knowingly be collected from Customers
43 and instead prominently tagged with a written notice informing the Customer that King County does not
44 accept yard debris mixed with Garbage for collection.

45
46 The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other materials that are
47 either restricted from disposal or would pose a danger to collection employees. Whenever Contractor

1 rejects or does not collect materials for this reason, the Contractor shall leave a written notice in a
2 prominent location with the rejected materials to describe why rejected materials were not collected
3 and providing the Customer with a contact for further information about proper disposal options for
4 such materials.

5
6 Title to and liability for any Unacceptable Wastes that are included with any materials collected under
7 this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such
8 materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable
9 Waste or any such other materials or substances is received.

10
11 Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material;
12 provided, however, that the residual is appropriately disposed of within the King County Disposal
13 System. The processing of such recyclable material shall only be undertaken with the prior written
14 approval of King County and the City and in accordance with the Solid Waste Interlocal Agreement
15 between King County and the City. Contractor in all such instances shall charge Customers no more than
16 the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee
17 as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the
18 Contractor in such instances shall be no higher than those provided for in Exhibit B.

19
20 In the event that the City wishes to conduct a waste composition analysis, the Contractor, upon
21 reasonable notice from the City, shall deliver collected Garbage from one or more routes to the
22 designated sorting site and shall coordinate with the City to ensure successful sampling. In the event
23 that the sorted Garbage requires delivery to a County authorized disposal site, the City shall pay the
24 Contractor for that delivery based on the Contractor's standard Container rental and hauling rates.

25 26 **4.1.26 Emergency Response**

27
28 Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services
29 shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B.

30
31 Contractor shall keep full and complete records and documentation of all costs incurred in connection
32 with disaster or emergency response, and include such information in the monthly and annual reports
33 required under Section 4.3.4. Contractor shall maintain such records and documentation in accordance
34 with the City's prior written approval and any standards established by the Federal Emergency
35 Management Agency, and at the City's request, shall assist the City in developing any reports or
36 applications necessary to seek federal assistance during or after a federally-declared disaster.

37 38 39 **4.2 Collection Services**

40 41 **4.2.1 Single-Family Residence Garbage Collection**

42 43 **4.2.1.1 Subject Materials**

44
45 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence
46 Customers all properly prepared and contained materials in and adjacent to Garbage Carts, Cans, and
47 bags.

1
2 **4.2.1.2 Containers**
3

4 The Contractor shall provide collection Containers to Customers at no additional charge as part of the
5 Customer-chosen service level. Micro-can and Garbage Carts shall be delivered by the Contractor to
6 Single-Family Residence Customers within seven (7) days of the Customer’s initial request. Each
7 Customer’s initial Container must be Contractor-provided Container, provided that Garbage in excess of
8 the Customer’s initial Container may be bundled or placed in a Customer-owned Can or plastic bag.
9

10 **4.2.1.3 Specific Collection Requirements**
11

12 The Contractor shall offer regular weekly collection of the following service levels:
13

- 14 1. One 10-gallon Micro-can;
 - 15 2. One 20-gallon Garbage Cart;
 - 16 3. One 32 gallon Garbage Cart;
 - 17 4. One 64-gallon Garbage Cart; and
 - 18 5. One 96-gallon Garbage Cart.
- 19

20 The Contract shall also offer a service of once per month collection of non-putrescible waste in a 35-
21 gallon Cart.
22

23 Once each year through the use of an on-demand call-based service, the Contractor shall provide a
24 curbside collection service to handle bulky materials at no additional charge to Single-Family Residence
25 Customers. Each service shall accept two categories of bulky household items: (A) up to one (1) cubic
26 yard of individual small items not larger than three (3) feet by three (3) feet, with each individual item
27 weighing not more than fifty (50) pounds; and (B) up to three (3) larger items, including all appliances
28 (white goods), mattresses, sofas, furniture, barbecues, carpet (in rolls no larger than six (6) feet in length
29 and one (1) foot in diameter) and hot water tanks. The Contractor shall have discretion to refuse any
30 Unacceptable Waste items, if instructions are provided to the Customer for proper disposal.
31

32 Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move
33 Containers to reach the collection vehicle at its nearest point of access. Carry-out charges shall be
34 assessed in twenty-five (25) foot increments only to those Customers for whom the Contractor must
35 move a Container over five (5) feet to reach the curb at the collection vehicle’s nearest point of access.
36 Carry-out service Customers must place their Containers in a location visible from a collection vehicle at
37 street level and along a fully paved access way. Garbage in excess of Container capacity or the
38 subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the
39 exception of excess Garbage collection otherwise required under this Contract at no additional charge to
40 the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording
41 and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected
42 without prior Customer notification (colloquially referred to as a “take no extra” account), which shall be
43 provided by the Single-Family Residence Customer no less than one (1) business day prior to that
44 Customer’s regular collection.
45

46 Collections shall be made from Single-Family Residences on a regular schedule on the same day and as
47 close to a consistent time as possible. The Contractor’s employees shall make collections in an orderly

1 and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached,
2 to their original set out location.

3
4 Extra charges may be assessed for materials loaded so as to lift the Can, or Garbage Cart lid in excess of
5 six (6) inches from the normally closed position. Overweight Containers shall be left at the Curb and
6 tagged with written notification as to why it was not collected. Customers may specify to the Contractor
7 that they may not be charged for Extra Units, in which case any such Containers shall be left at the Curb
8 uncollected and tagged with written notification as to why it was not collected.

10 **4.2.2 Single-Family Residence Recyclables Collection**

12 **4.2.2.1 Recyclable Materials**

13
14 Residential Recyclables shall be collected from all participating Single-Family Residences Customers as
15 part of basic Garbage collection services, without extra charge. If operational or recycling processing
16 improvements are made that allow additional materials to be recycled at no additional cost to the
17 Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such
18 materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared
19 and either called-in or set-out Recyclables as described in Exhibit C.

21 **4.2.2.2 Containers**

22
23 The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart
24 size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling
25 Carts on request to those Single-Family Residence Customers requiring less capacity than provided by
26 the standard 96-gallon Recycling Cart.

27
28 Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those
29 Customers requesting replacements, or Customers that had previously rejected their Recycling Cart,
30 within seven (7) days of the Customer's request.

32 **4.2.2.3 Specific Collection Requirements**

33
34 Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's
35 Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule
36 on the same day and as close to a consistent time as possible. The Contractor shall collect on Public
37 Streets and Private Roads in the same location as Garbage collection service is provided. The
38 Contractor's employees shall make collections in an orderly, non-disruptive and quiet manner, and shall
39 return Containers with their lids closed and attached to their set out location, and out of any Public
40 Street, in an orderly manner.

41
42 The defined list of Residential Recyclables in Exhibit C shall be collected from all participating Single-
43 Family Residences as part of basic Garbage collection services, without extra charge. The Contractor
44 shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor
45 owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables
46 must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits
47 shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in

1 Exhibit C. In the event that large quantities of commercially-generated materials are consistently set out
2 at a Single-Family Residence, the Contractor shall request the resident to use a larger Recycling Cart or
3 use commercial recycling services for the excess volumes. If the resident continues to set out
4 commercial quantities of Recyclables, the Contractor shall notify the City for further action.
5

6 **4.2.3 Single-Family Residence Compostables Collection**

7 8 **4.2.3.1 Subject Materials**

9
10 Properly-prepared Compostables shall be collected from all Single-Family Residence Customers.
11

12 **4.2.3.2 Containers**

13
14 The Contractor shall provide one Compostables Cart to each Single-Family Garbage Customer at no
15 additional charge and shall provide additional Compostable Carts and service at the additional
16 Compostable Cart fee provided in Exhibit B. The default Compostables Cart size shall be 96-gallons,
17 provided that the Contractor shall offer and provide 35- or 64-gallon Compostables Carts on request to
18 those Single-Family Residence Customers requiring less capacity than provided by the default
19 Compostables Cart.
20

21 Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft
22 paper bags or properly labeled Customer-owned Cans. Customers choosing to use their own Can for
23 excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the
24 container's contents as "Yard Debris." Excess Yard Debris shall be charged at the Extra Compostables
25 Unit rate specified in Exhibit B.
26

27 Compostables Carts shall be delivered by the Contractor to new Customers and Customers requesting a
28 replacement Compostables Cart within seven (7) days of the Customer's request. The Contractor shall
29 include instructional materials regarding Food Scrap recycling via Compostables Carts, subject to the
30 City's prior written approval.
31

32 The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers
33 at the rate provided in Exhibit B.
34

35 **4.2.3.3 Specific Collection Requirements**

36
37 Properly prepared Compostables shall be collected weekly on the same day as each household's
38 Garbage and Recyclables collection from all subscribers. Collections shall be made from Single-Family
39 Residence Customers on a regular schedule on the same day and as close to a consistent time as
40 possible. Compostables in excess of 96 gallons may be charged at the additional Cart rate (if that
41 Customer has ordered one or more additional Compostables Carts) or as Compostables Extra Units in 32
42 gallon increments in accordance with Exhibit B.
43

44 Upon direction from the City, for two collection cycles immediately following a City-designated storm
45 event, up to 96 additional gallons of loose or bagged storm debris shall be accepted with regular
46 quantities of Compostables without extra charge, provided that the materials are prepared and set-out

1 as described for excess Yard Debris in the prior section. The City shall designate no more than three (3)
2 storm events each calendar year.

3
4 Compostables may be placed in Carts, paper bags, bundles, or relabeled Cans next to the initial
5 Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris
6 shall be placed in bags, bundles, or open cans.

7
8 The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage
9 collection is provided. The Contractor's employees shall make collections in an orderly and quiet
10 manner, and shall return Containers in an upright position, with lids attached, to their set out location
11 and out of the public street.

12 **4.2.4 Multifamily Complex and Commercial Customer Garbage Collection**

13 **4.2.4.1 Subject Materials**

14
15
16
17 The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial
18 Customers in or properly prepared and contained materials next to Containers.

19 **4.2.4.2 Containers**

20
21
22 Multifamily Complex and Commercial Customers shall be offered a full range of Container and service
23 options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable
24 Containers, and collection from one (1) through six (6) cubic yard Customer-owned or leased compacted
25 Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting
26 Containers or unless otherwise set forth in this Contract and directed by the City.

27
28 Materials in excess of Container capacity or the subscribed service level shall be collected and properly
29 charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in
30 sufficient detail to allow accurate recording and charging of all Extra Units.

31
32 The Contractor may use either or both front-load or rear-load Detachable Containers to service
33 Multifamily Complex and Commercial Customers. However, not all collection sites within the City
34 Service Area may be appropriate for front-load collection due to limited maneuverability or overhead
35 obstructions. The Contractor shall provide Containers and collection services capable of servicing all
36 Customer sites, whether or not front-load collection is feasible.

37
38 Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial
39 Customers within three (3) days of the Customer's initial request.

40 **4.2.4.3 Specific Collection Requirements**

41
42
43 Collections from both Multifamily Complex and Commercial Customers shall be made on a regular
44 schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.

45
46 The Contractor shall provide locks for Containers upon request and remove and replace Containers from
47 enclosures and position (roll-out) Containers up to twenty-five (25) feet for Garbage (and Recycling and

1 Compostable) collection at no additional charge. Additional roll-out charges may be assessed in twenty-
2 five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the
3 Contractor must move a Container over twenty-five (25) feet to reach the collection vehicle at its
4 nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid
5 in excess of six (6) inches from the normally closed position. The Contractor shall not charge fees for
6 either opening gates or unlocking containers. Customers with hard-to-access Containers requiring the
7 Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized
8 equipment for Container relocation may charge those Customers additional access fees and/or hourly
9 fees consistent with Exhibit B.

10
11 Multifamily Complex and Commercial Garbage may request extra collections and shall pay a
12 proportional amount of their regular monthly rate for that service as established by the City.

13 **4.2.5 Multifamily Complex and Commercial Recyclables Collection**

14 **4.2.5.1 Subject Materials**

15
16 All properly prepared Recyclables listed in Exhibit C for Multifamily Complex and Commercial Customers,
17 shall be collected as part of the basic Garbage collection services, up to the specified quantity limit in
18 Section 4.2.5.3 without extra charge.

19 **4.2.5.2 Containers**

20
21 The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex and
22 Commercial Customers requesting Containers.

23
24 The Contractor shall encourage and promote participation in Recyclables and Compostables services and
25 shall recommend appropriate relative Container sizes through its site visit and evaluation process. The
26 Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple
27 Carts at locations where more than one cubic yard of Recycling capacity is provided, unless constraints
28 favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the
29 Contractor to requesting Customers within three (3) days of the Customer's initial request. The
30 Contractor may decline to collect Recyclables if the Container in which they are placed by the Customer
31 contains Excluded Materials or other materials that do not conform to the definition of Recyclables or
32 that do not meet specifications.

33
34 For Multifamily Complex Customers, Recyclables contamination reduction elements will be provided by
35 the Contractor upon request or whenever contamination levels exceed established thresholds.
36 Contractor-supplied contamination reduction elements specifically for Detachable Containers shall
37 include: specialized lids with slots for depositing Recyclables, and functional lock bars and locks.
38 Sufficient inventory specialized lids with slots shall be maintained to enable Container delivery standards
39 set in Section 6.1.

40
41 Multi-lingual recycling instruction decals shall be affixed to Detachable Containers upon request.

42 **4.2.5.3 Specific Collection Requirements**

1
2 Multifamily Complex and Commercial Recyclables collection shall occur at least weekly or more
3 frequently if space constraints preclude providing sufficient weekly capacity. Commercial Customers
4 shall be subject to a two 96-gallon Recycling Cart limit. In cases where multiple tenants share Garbage
5 service, each tenant shall be considered and set-up as a separate Customer for the purposes of receiving
6 up to two 96-gallon Recycling Carts. Multifamily Customers shall be collected without limit.

7
8 Commercial Customers requiring additional capacity may select any vendor (including the Contractor)
9 and procure those services outside of this Contract. In the event that the Contractor provides those
10 additional services at rates negotiated between the Contractor and the Commercial Customer, the
11 following fee cap will apply: the combined fee for separate Garbage, Recyclables, and Compostables
12 collection services may not be any greater than the equivalent monthly Garbage fee for that same
13 volume of material. The provision of fee-based Commercial Recycling shall comply with the service and
14 billing standards of this Contract, but at market rates subject to the combined fee cap described above.

15
16 Collections shall be made on a regular schedule on the same day(s) of the week and as close to a
17 consistent time as possible to minimize Customer and tenant confusion. The Contractor's employees
18 shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after
19 emptying to the same location as found, with their lids closed.

20
21 The Contractor shall provide suitable locks for all Container types upon request at no charge. The
22 Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to
23 twenty-five (25) feet for Garbage (and Recycling and Compostable) collection at no additional charge.
24 Additional roll-out charges may be assessed in twenty-five (25) foot increments only to those
25 Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over
26 twenty-five (25) feet to reach the collection vehicle at its nearest point of access.

27
28 The Contractor shall not charge fees for either opening and closing gates, or unlocking and relocking
29 gates and lids on Containers.

30
31 **4.2.6 Multifamily Complex and Commercial Customer Compostables Collection**

32
33 The Contractor shall provide subscription-based Compostables collection services to requesting
34 Multifamily Complexes and Commercial Customers.

35
36 **4.2.6.1 Subject Materials**

37
38 The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or
39 Commercial Customer, subject to that Customer's continued compliance with material preparation
40 requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be
41 tagged in writing in accordance with the Contamination Reduction Plan with an appropriate problem
42 notice explaining why the material was rejected.

43
44 **4.2.6.2 Containers**

1 Carts shall be provided to subscribers as part of the service at no additional charge. Compostables
2 Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers
3 within three (3) days of a Customer’s request.
4

5 The Contractor shall offer regular weekly and twice-weekly collection of the following service levels, at
6 the rates set forth in Exhibit B:
7

- 8 1. One 35-gallon cart (weekly)
- 9 2. One 64-gallon cart (weekly or twice-weekly)
- 10 3. One 96-gallon cart (weekly or twice-weekly)

11 **4.2.6.3 Specific Collection Requirements**

12 Multifamily Complex and Commercial Customer Compostables collection shall occur weekly or twice-
13 weekly, as subscribed for and requested by the Customer. Collections shall be made on a regular
14 schedule on the same day(s) of the week and as close to a consistent time as possible to minimize
15 Customer confusion. The Contractor’s employees shall make collections in an orderly and quiet manner,
16 and shall return Containers after emptying to the same location as found, with their lids closed.
17
18

19 Customers may, at their sole option, direct the Contractor to routinely re-line Compostables Carts with
20 approved biodegradable liners for the per unit rate specified in Exhibit B (\$4?).
21
22

23 **4.2.7 Drop-Box Container Garbage Collection**

24 **4.2.7.1 Subject Materials**

25 The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in
26 accordance with the service level selected by the Customer.
27
28

29 **4.2.7.2 Containers**

30 The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the
31 standards described in Section 4.1.14. Both Customer-owned and Contractor-owned Drop-box
32 Containers shall be serviced, including Customer-owned compactors.
33
34

35 The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty
36 containers by the Contractor to new and temporary Customers within three (3) business days after the
37 Customer’s request.
38
39

40 **4.2.7.3 Specific Collection Requirements**

41 The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box
42 Containers on the same business day if the Customer’s initial request is received by the call center
43 before 10:00 a.m., and no later than the next business day if the Customer’s initial call is received by the
44 call center after 10:00 a.m. Drop-box Containers shall be delivered to new Customers within one
45 business day of their request.
46
47

1 The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked
2 enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if
3 (1) the Customer requests that Contractor deliver material to a facility other than the closest King
4 County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material
5 under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer
6 in writing (e-mail is acceptable) as to the basis of the additional time and/or mileage charges to be
7 payable by the Customer on account of such delivery(ies).
8

9 **4.2.8 Temporary (Non-Special Event) Container Customers**

10
11 The Contractor shall maintain a sufficient Container inventory, including Detachable Container and
12 Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary
13 Customers within three (3) business days after the Customer's initial request. The charges for temporary
14 Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and
15 disposal or processing for Recyclables or Compostables. No additional fees other than those included in
16 Exhibit B may be charged. Temporary Garbage services do not include collection and shall not exceed
17 ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe
18 for regular combined Garbage, Recycling, and Compostables service.
19

20 **4.2.9 Special Event Services**

21
22 Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers and signage for
23 Customers' special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide
24 such Customers with assistance in determining Container needs and signage for Garbage, Recyclables,
25 and Compostables at the special events, including site visits and technical assistance to ensure that the
26 maximum Recyclables and Compostables diversion is achieved. Contractor shall coordinate their efforts
27 with the City, and provide such Customers and the City with a summary of the volumes and tonnages of
28 materials disposed of and diverted for recycling and composting.
29

30 Contractor shall provide these special event services as a bundle, with each event providing collection of
31 Recyclables and Compostables as part of the event Garbage collection service. The provision of Garbage-
32 only service for special events shall only be provided on a case-by-case basis upon prior written approval
33 of the City.
34

35 **4.2.10 City Services**

36
37 The Contractor shall provide Garbage, Recyclables and Compostables collection to all City-owned
38 municipal facilities, parcels, and parks as a part of this Agreement at no additional charge. The service
39 levels for each City facility listed may be changed at the City's discretion and at no additional cost to the
40 City. Of the Parks Facilities listed below, those with an "*" shall receive seasonal and/or year-round
41 collection services on site, using Detachable Containers or Carts at the City's direction. Contractor shall
42 not be anticipated to provide scheduled collection services at the other listed Parks. At the City's
43 discretion and at no additional cost to the City, any City-owned facilities or parcels may receive
44 occasional temporary Compostables, Recyclables, or Garbage services (typically via Drop-Box Container)
45 in support of City maintenance of these sites.
46

47 Facilities and parks include, but are not limited to, the following:

1

FACILITY	ADDRESS
City Facilities:	
Federal Way City Hall	33325 8th Avenue S
Brooklake Community Center	726 S 356th Street
Dumas Bay Centre/Knutzen Theatre	3200 SW Dash Point Road
Evidence Building/SWR Storage	600 S 333rd Street
Federal Way Community Center	876 S 333rd Street
Steel Lake Maintenance Facility	31132 28th Avenue S
Town Center Parcels	2141 S 314th Street
Performing Arts & Events Center	31510 Pete von Reichbauer Way South
Historical Society facility	2645 S. 312th St

2

City Parks:	
Adelaide	30619 16th Avenue SW
Alderbrook	32730 17th Avenue SW
Alderdale	2700 SW 340th Place
BPA Trail	1100 S 324th Street
Camelot Open Space	29200 45th Avenue S
Cedar Grove	2200 S 333rd Street
Celebration	1095 S 324th Street
Coronado	2501 SW 349th Place
Dash Point Highlands	5300 SW 324th Street
Dash Point Triangle	31200 SW Dash Point Road
Dumas Bay Sanctuary	30844 44th Avenue SW
Federal Way Entry Sign	2800 S 320th Street
Fisher's Pond	31850 7th Avenue SW
French Lake	31531 1st Avenue S
Heritage Woods	28200 24th Place S
Hylebos / Blueberry Farm	630 S 356th Street
Hylebos / Historic Cabins	34915 4th Avenue S
Lake Grove	833 SW 308th Street

Lake Killarney	3500 Weyerhaeuser Way S
*Lakota	31334 SW Dash Point Road
Laurelwood	2301 S 292nd Street
Madrona	1500 SW 356th Street
Mirror Lake	915 S 315th Street
Olympic View	2900 SW 330th Street
Palisades	5039 SW Dash Point Road
Panther Lake Open Space and Trail	550 SW Campus Drive
Poverty Bay Open Space	2500 SW 301st Street
*Sacajawea	1401 S Dash Point Road
*Saghalie	33914 19th Avenue SW
Sculpture Park	2031 S 316th Street
Spring Valley Open Space	Various Parcels
*Steel Lake / Steel Lake Annex	2410 S 312th Street
SW 312th Sports Court	100 SW 312th Street
Town Square	31600 Pete von Reichbauer Way South
Wedgewood	3913 SW 337th Street
West Campus Trail	200 S 320th Street
West Hylebos Wetlands Park	411 S 348th St
*Westway Substation/Tract	33400 21st Ave SW
Wildwood	2315 S 300th Street
Winco Park	106 SW Campus Drive

1
2
3
4
5
6
7
8
9
10
11
12

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.

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. Garbage, Recyclables, and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by City staff or affiliated personnel, facility users, or third parties (e.g., janitorial contractor or site management contractor) will be collected by the Contractor without charge to the City. Tenants or other occupants of a municipal facility, other than

1 those who operate the facility as a City contractor of municipal services, may be charged by Contractor
2 in accordance with this Contract for collection services for Garbage, Recyclables and Compostables as a
3 typical customer.

4
5 The Contractor shall provide collection of designated on-street Litter and Recyclables receptacles within
6 the City, as directed by the City and paid by the City at the per collection rate in Exhibit B. Collection
7 shall occur not less than one (1) time each week and up to three (3) times each week, depending on
8 season and need, at the direction of the City. Uncontaminated Recyclables collected from these
9 receptacles will be separated, processed, and recycled. Contractor shall line all of these receptacles after
10 each collection, with liners supplied by the Contractor.

11 12 **4.2.11 Community Events**

13
14 The Contractor shall provide support for up to ten (10) City-sponsored events each year. That support
15 shall include Garbage, Recyclables, and Compostables collection as necessary, including delivery,
16 placement, collection, disposal/diversion of materials, and removal of Containers after the event.

17
18 Additional event services for public (above the ten (10) provided at no cost each year) or all events
19 conducted by private Customers shall be charged at the rate listed in Exhibit B. Rates are all-inclusive
20 for delivery, setup, collection services, and removal of event containers, similar to specifications in
21 Section 4.2.9.

22 23 **4.2.12 On-call Bulky Waste Collection**

24
25 The Contractor shall provide on-call fee-based Bulky Waste collection to any Customer, including
26 Multifamily and Commercial Customers.

27
28 On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for
29 no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than
30 five (5) business days after a Customer initial request.

31
32 Customers must place Bulky Waste at the regular Garbage collection location no more than twenty-four
33 (24) hours prior to collection. The Contractor shall notify the Customer of the specific date that their
34 item will be collected, the charge that will be made to their next bill, and where the item should be
35 placed for collection.

36
37 The Contractor shall recycle all metal appliances, unless another arrangement is approved in writing by
38 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall
39 direct Customers to remove doors from refrigerators and freezers before collection and not to place
40 Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

41
42 On-call Bulky Waste collection must occur during the hours and days specified in Section 4.1.3, with the
43 exception that Saturday collection is permissible if it is more convenient for Customers.

44 45 **4.2.13 Excluded Services**

46
47 This Contract does not include the collection or disposal of Unacceptable Waste.

1
2 **4.3 COLLECTION SUPPORT AND MANAGEMENT**

3
4 **4.3.1 General Customer Service**

5
6 The Contractor shall be responsible for providing all Customer service functions, including, but not
7 limited to:

- 8
9
- Answering Customer telephone calls and e-mail or electronically communicated requests;
 - Requesting at start of service Customer's preference for notification of service changes via robo-calls, texts, or emails, and confirming and updating these preferences periodically;
 - Informing Customers of current, new, and optional services and charges;
 - Handling Customer subscriptions and cancellations;
 - Receiving and resolving Customer complaints;
 - Dispatching Drop-box Containers, temporary containers, and special collections;
 - Billing;
 - Maintaining and updating regularly as necessary a user-friendly internet website; and
 - Maintaining and updating regularly as necessary a user-friendly mobile application.
- 10
11
12
13
14
15
16
17
18
19

20 **4.3.2 Specific Customer Service Requirements**

21
22 The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within
23 twenty-five (25) miles of the City's corporate limits. Operations and management staff shall be located
24 at that site, provided that call center operations may be remotely provided. The Contractor's call center
25 shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and no less than four (4) hours on
26 Saturdays. Customer service representatives shall be available through the Contractor's call center
27 during these hours for communication with the public and City representatives. During these hours,
28 customer calls shall be handled by Contractor's staff, not by voice mail. Outside of the call center's open
29 hours, the Contractor shall have an answering or voice mail service available to record messages from all
30 incoming telephone calls. The holiday collection schedule described in Section 4.1.6 shall also apply to
31 Customer service coverage.

32
33 The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The
34 Contractor shall have a representative, or an answering service to contact such representative, available
35 at such emergency telephone number for City-use during all hours, including normal Office Hours.
36 Inability to reach the Contractor's staff via the emergency telephone number shall be cause for
37 performance fees in accordance with Section 6.1.2.

38
39 **4.3.2.1 Customer Service Representative Staffing**

1 During call center hours, the Contractor shall maintain sufficient staff to answer and handle complaints
2 and service requests from all Customers without delay. If incoming telephone call volumes necessitate,
3 the Contractor shall increase staffing levels as necessary to meet Customer service demands. The
4 Contractor shall proactively recruit, train, and schedule customer service staff to avoid underperforming
5 during periods of high call volume, and to replace in a timely manner customer service staff lost due to
6 attrition.

7
8 The Contractor shall maintain sufficient staffing to answer and handle all Customer complaints and
9 service requests in a timely manner, whether made by telephone, letter, e-mail, mobile message, or
10 webpage/“chat” message. If staffing is deemed to be insufficient by the City to handle Customer
11 complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet
12 and maintain performance criteria as established in Section 4.3.2.4.

13
14 To manage the anticipated temporary increase of customer contacts, the Contractor shall provide
15 additional customer service staffing during the transition and implementation period, specifically from
16 six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth month after
17 the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize
18 Customer waits and inconvenience. The Contractor shall receive no additional compensation for
19 increased staffing levels during the transition and implementation period. Staffing levels during the
20 transition and implementation period shall be subject to the City’s prior review and approval.

21 22 **4.3.2.2 City Access to Contractor’s Customer Service Information**

23
24 The Contractor shall maintain staff that has management level authority to provide a point of contact
25 for all City inquiries, requests, and coordination covering the full range of Contractor activities related to
26 this Contract. Contractor duties include, but are not limited to:

- 27
- 28 • Promotion and outreach to Single-Family Residences, Multifamily Complexes, Commercial, and
29 community event Customers;
- 30 • Serving as an ombudsperson, providing quick resolution of all Customers’ issues, complaints,
31 and inquiries; and
- 32 • Assisting the City with program development and design, research, response to inquiries, and
33 troubleshooting issues.
- 34

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

40 41 **4.3.2.3 Service Recipient Complaints and Corrective Requests**

42
43 The Contractor shall record all complaints and corrective requests made to Contractor to resolve issues
44 related to establishing service or subsequent issues arising once service is established, regardless of how
45 received. The Contractor’s records shall including nature of complaint or request, date, time, Customer’s
46 name and address, method of transmittal, and nature, date and manner of resolution of the complaint
47 or service request in a computerized daily log. Any complaints received through the Contractor's voice

1 mail or answering service shall be entered in the log no later than the following business day. The
2 Contractor shall dedicate adequate resources and shall make a conscientious effort to respond directly
3 to all Customers and resolve all complaints within one business day of the original phone call, letter, or
4 electronic communication, and shall complete all service requests within the time limits as established
5 throughout this Contract. If a longer response time is necessary to resolve complaints or related
6 corrective requests, the circumstances that have caused the delay shall also be noted in the log to
7 document the Contractor's efforts to resolve the complaint or request.
8

9 The Customer service log shall be managed via software and be available for inspection by the City, or its
10 designated representatives, during the Contractor's Office Hours, and shall be in a format approved by
11 the City. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office
12 suite (or other City-approved format) of software to the City with the monthly report.
13

14 **4.3.2.4 Handling of Customer Calls**

15
16 All incoming telephone calls shall be answered promptly and courteously, with an average speed of
17 answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2)
18 minutes per occurrence, and on a monthly basis, no more than ten percent (10%) of incoming telephone
19 calls shall be placed on hold for more than twenty (20) seconds. Contractor shall include aggregated
20 weekly call volume data for the Service Area in the monthly reporting that tracks ongoing compliance
21 with these specifications. A Customer shall be able to talk directly with a Customer service
22 representative when calling the Contractor's Customer service telephone number during call center
23 operating hours without navigating an automated phone answering system through more than one level
24 of menus. An automated voice mail service or phone answering system may be used outside of call
25 center operating hours.
26

27 A Customer calling into the Customer service phone lines and placed on hold shall hear on-hold
28 information consisting solely of City-specific information or Contractor promotional information that is
29 applicable and not misleading to Customers.
30

31 **4.3.2.5 Corrective Measures**

32
33 Upon the receipt of Customer complaints in regard to busy signals or excessive delays in responding to
34 customer service requests, the City may request the Contractor submit a plan to the City for correcting
35 the problem. Contractor shall submit this plan within five (5) working days of the City's request. Once
36 the City has approved the plan, the Contractor shall immediately begin implementation of these
37 corrective measures and shall report on implementation at least weekly. Contractor shall have thirty
38 (30) days to fully implement the corrective measures, except during the transition and implementation
39 period from one (1) month prior to the Date of Commencement of Service, through the end of the
40 fourth month after the Date of Commencement of Service, during which upon City notification, the
41 Contractor shall have five (5) working days to fully implement corrective measures. Failure to provide
42 corrective measures shall result in performance fees for the Contractor as specified in Section 6.1.
43

44 **4.3.2.6 Contractor Internet Website**

45
46 The Contractor shall maintain a website containing information specific to the City's collection
47 programs, including at a minimum contact information, collection schedules, current day of collection

1 map, material preparation requirements, available services and options, rates and fees, inclement
2 weather service changes with updates several times per day in the event of inclement weather, as well
3 as updates that apply to those Customers whose services were impacted by inclement weather on prior
4 days, and other relevant service information for its Customers. The website shall include live contact
5 function for Customer communication with the Contractor, and the ability for Customers to submit
6 service requests and manage their services on-line. Electronic Customer service requests shall be
7 answered within one (1) business day of receipt.
8

9 The website shall be professionally designed, including usability testing prior to submittal to the City for
10 approval a minimum of three (3) months prior to the Date of Commencement of Service of this
11 Contract. The website will be maintained and continually updated by Contractor. Significant website
12 reformatting shall be subject to the City's prior approval throughout the term of this Contract. The
13 Contractor shall provide among its local staff a knowledgeable and proficient website manager that is
14 responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the
15 City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours
16 of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an
17 emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event
18 preventing access to a Customer's regular place of container set-out) shall be uploaded to the website
19 as soon as possible and not more than six (6) hours from of the time of request. Changes requested by
20 the City that include a graphical component must be uploaded to the website within five (5) working
21 days of the time of the request.
22

23 The Contractor shall provide timely updates to the website, and provide links to the City's website, and
24 Contractor shall check on a monthly basis to ensure that all links are current and correct any that no
25 longer function. The website shall include core information (including at a minimum: how to establish
26 service, preparation and set-out instructions, and rate information) in English and Spanish. The website
27 shall also provide statements on its City-specific homepage in other commonly used non-English
28 languages within the City referring Customers to the Contractor's translation helpline or a separate
29 webpage with an appropriate translation function. Upon the City's request, the Contractor shall provide
30 a website utilization report indicating the usage of various website pages and e-mail option.
31

32 **4.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required**

33

34 The Contractor's Customer service representatives shall be fully knowledgeable of all collection services
35 available to Customers, including the various services available to Single-Family Residence, Multifamily
36 Complex, and Commercial Customers. For new Customers, Customer service representatives shall
37 explain all Garbage, Recyclables, and Compostables collection options available depending on the sector
38 the Customer is calling from. For existing Customers, the representatives shall explain new services and
39 options, and resolve recycling issues (including providing support for Contamination Reduction Plan
40 inquires), collection concerns, missed pickups, container deliveries, and other Customer concerns.
41 Customer service representatives shall be trained to inform Customers of Recyclables and Compostables
42 preparation specifications. Customer questions related to City policy shall be forwarded to the City for
43 response.
44

45 The Contractor's Customer service representatives shall have instantaneous electronic access to
46 Customer service data and history to facilitate providing excellent customer service. The Contractor shall
47 provide the City with a comprehensive outline of the Contractor's internal customer service

1 representative training and support information specific to the City, and allow the City to periodically
2 review and check Contractor’s internal information accessed by customer service representatives to
3 provide to Customers. Routine revisions to these materials shall be made by the Contractor on an
4 ongoing basis, but any substantial revisions to this internal information shall be approved in writing by
5 the City prior to being used by customer service representatives.
6

7 The Contractor shall also provide the City with up to ten (10) dormant (non-serviced) accounts in various
8 sectors and service modes to facilitate City monitoring of Customer communications and billing
9 protocols. These non-serviced accounts shall be established in conjunction with the City and related
10 data shall be fully accessible by the City. Contractor will manage these accounts as if the City were a
11 typical Customer.
12

13 **4.3.2.8 Customer Communications**

14 All Customer communications (other than routine service and billing interactions with individual
15 Customers) shall be reviewed and approved in writing by the City before distribution.
16
17

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

25 **4.3.3 Contractor’s Customer Billing Responsibilities**

26
27 The Contractor shall be responsible for all billing functions related to the collection services required
28 under this Contract. All Customers shall be billed monthly. In no case shall a Customer’s invoice be past
29 due prior to the receipt of all services covered by the billing period. The Contractor’s billing cycle
30 parameters include, but are not limited to the service period, invoice date, due date, late fee date,
31 reminder date(s), Container removal and stop-service date. The City reserves the right to review and
32 provide feedback on the bill template used by the Contractor as to format and design to ensure
33 Customer satisfaction. The Contractor shall evaluate and may incorporate the City’s recommendations
34 in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees,
35 shall be borne by the Contractor, and are included in the service fees in Exhibit B. The Contractor may
36 charge deposits for temporary services and bill to Customers late payments and “non-sufficient funds”
37 check charges, as well as the costs of bad debt collection, under policies and amounts that have been
38 previously approved in writing by the City.
39

40 The Contractor shall offer paperless billing, including an autopay/electronic notification function that
41 allows Customer to set up autopay and receive an e-mail or text notification of the amount and draw
42 date of the payment, without requiring the Customer to navigate to the Contractor’s website to obtain
43 that information.
44

45 Customers may temporarily suspend collection services due to vacations or other reasons for as long
46 and as often as desired in two (2) week increments and be billed pro-rata for actual services received.

1 The Contractor may charge an extended vacation hold/standby fee as listed in Exhibit B instead of
2 retrieving Carts for those Customers who request a vacation hold greater than one month in duration.

3
4 The Contractor shall be responsible for the following:

- 5
- 6 • Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- 7
- 8 • Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-
9 content paper;
- 10
- 11 • Generating bills that include at a minimum a statement indicating the Customer’s current
12 service level, current charges and payments, appropriate taxes and fees, Customer service
13 contact information and website information;
- 14
- 15 • Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- 16
- 17 • Generating bills that have sufficient space on the front or back of the bill for educational or
18 informational messaging, as directed by the City;
- 19
- 20 • Accepting automatic ongoing payments from Customers via debit or credit card, checking or
21 savings account withdrawal, or by wire transfer. No transaction fees may be levied on any
22 Customer payments;
- 23
- 24 • Accepting, processing, and posting payment data each business day;
- 25
- 26 • Printing and inserting bill inserts designed by the City for Customer sectors – with paper copies
27 added to mailed invoices, and hyperlinked versions for on-line/paperless accounts;
- 28
- 29 • Maintaining a system to monitor Customer subscription levels, record excess Garbage or
30 Compostables collected, place an additional charge on the Customer’s bill for the excess
31 collection, and charge for additional services requested and delivered. This system shall
32 maintain a Customer’s historical account data for a period of not less than six (6) years from the
33 end of the fiscal year in accordance with the City’s record retention policy, and in a manner that
34 is instantaneously accessible to Customer service representatives needing to refer to Customer
35 service data and history;
- 36
- 37 • Accepting and responding to Customer requests for service level changes, missed or inadequate
38 collection services, and additional services;
- 39
- 40 • Collecting unpaid charges from Customers for properly invoiced services; and
- 41
- 42 • Implementing rate changes as specified in Section 5.3.
- 43

44 The Contractor shall be required to maintain procedures to backup and minimize the potential for the
45 loss or damage of the account servicing (e.g., Customer service, service levels, and billing history)
46 database. The Contractor shall ensure that at a minimum a daily backup of the account servicing
47 database is made and stored off-site. The Contractor shall also provide the City with a copy of the

1 account servicing database (excluding Customer financial information such as credit card or bank
2 account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The
3 City shall have unlimited rights to use such account servicing database for the purpose of developing
4 targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or
5 providing information to successor contractors.
6

7 Within one (1) business day of request, the Contractor shall provide the City with a paper and/or
8 software compatible copy (at the City's discretion) of City-requested Customer information and history,
9 including but not limited to Customer names, service and mailing addresses, contact information,
10 service levels, and current account status.

11 **4.3.4 Reporting**

12
13 The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report
14 formats may be modified from time to time at the City's request at no cost to the City. In addition, the
15 Contractor shall allow City staff access to pertinent operations information related to compliance with
16 the obligations of this Contract, including, but not limited to, vehicle route assignment and maintenance
17 logs, Garbage, Recyclables, and/or composting facility certified weight slips, and Customer charges and
18 payments.
19

20 **4.3.4.1 Monthly Reports**

21
22 On a monthly basis, by the last working day of each month, the Contractor shall provide a report
23 containing the following information for the previous month. Reports shall be submitted in an electronic
24 format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports
25 shall include:
26

- 27 1. A billing summary that provides the number of Customers billed at each service level (e.g., by
28 container size, extra services) for each service sector (e.g., Single-family Residence, Multifamily
29 Complex, Commercial Customers, and Drop-box hauls by Container size), the total number of
30 Customers for each type of service by sector, Customer receipts by each service level, and total
31 billings.
32
- 33 2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name,
34 property name and address, date of contact or site visit, reason for site visit, and a summary of
35 the resolution or results of these Customer requests, complaints, and inquiries.
36
- 37 3. Reports from the Contractor's customer service telephone system summarizing weekly data for
38 total call volume, total calls answered, and average speed of answer.
39
- 40 4. Website utilization report showing total number of Customers managing their services on-line,
41 total number of e-mails received via website, data on website usage, and other data or
42 information as the City may require.
43
- 44 5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for
45 each collection sector by month and year-to-date. The summary shall include program
46 participation statistics including: a summary of Multifamily Complex and Commercial

1 participation in recycling programs and set-out statistics for Residential Garbage, Compostables,
2 and Recyclables collection services. Where item counts are more appropriate for certain
3 Recyclables or Bulky Wastes (e.g., appliances, bulky materials, etc.), reporting item counts is
4 acceptable. The summary shall include the names of facilities used for all materials and the total
5 monthly tonnage delivered to each facility.

- 6
- 7 6. A summary of Recyclables quantities, contamination levels and processing residues disposed as
8 Garbage.
- 9
- 10 7. A description of any vehicle accidents, infractions, and reported leaks.
- 11
- 12 8. A description of any changes to collection routes, Containers, vehicles (including back-up
13 vehicles with the truck number and date of use to track limits on vehicle use), customer service
14 provision, or any other related activities affecting the provision of services.
- 15
- 16 9. A description of any promotion, education, and outreach efforts, including Contamination
17 Reduction Plan outcomes and including samples of distributed materials, and summary of any
18 feedback or response received from Customers.
- 19
- 20 10. A description of Contractor activities and tonnages for City services and events.

21

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

27

28 **4.3.4.2 Annual Reports**

29

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

- 32
- 33 1. A consolidated summary and tabulation of the monthly reports, described above.
- 34
- 35 2. A discussion of highlights and other noteworthy experiences, along with measures taken to
36 resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables
37 and Compostables collection programs.
- 38
- 39 3. A discussion of opportunities and challenges expected during the current year, including steps
40 planned to take advantage of opportunities and resolve the challenges.
- 41
- 42 4. A discussion of promotion, education, and outreach efforts, and accomplishments for each
43 sector.
- 44
- 45 5. An inventory of current collection vehicles and other major equipment, including model, year,
46 make, serial or VIN number, assigned vehicle number, mileage (if vehicle), and collection sector.
- 47

- 1 6. A list of Multifamily Complexes eligible for Recycling and Compostables collection service but
2 not receiving one or both services, with the results of required contacts made by Contractor
3 during the year to promote the Recycling and/or Compostables service to those complexes,
4 including the reason why the Multifamily Complex is not receiving Recycling and/or
5 Compostables service.
6
- 7 7. A list of Commercial Customers eligible for Recycling and Compostables collection service but
8 not receiving one or both services, with the results of required contacts made by Contractor
9 during the year to promote the Recycling and/or Compostables service to those sites, including
10 the reason why the Commercial Customer is not receiving Recycling and/or Compostables
11 service.
12
- 13 8. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and
14 resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer
15 requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-
16 ups).
17

18 The annual report shall be specific to the City’s operations, written in a format appropriate for contract
19 management and shall not be a generalized listing of Contractor activities in the region or elsewhere.
20

21 **4.3.4.3 Ad Hoc Reports**

22 The City may request and receive from the Contractor up to twelve (12) ad hoc reports each year, at no
23 additional cost to the City. These reports may include customer service database tabulations to identify
24 specific service level or participation patterns or other similar information. Reports shall be provided in a
25 City-defined format and with Microsoft software (or other City-approved software) compatibility. These
26 reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to
27 complete. Contractor shall respond to Ad Hoc Report requests within five working days.
28
29

30 **4.3.4.4 Other Reports**

31 If requested by the City, the Contractor shall provide daily route information for all service sectors and
32 collection streams for the purpose of evaluating potential collection system changes during the Term of
33 the Contract.
34
35

36 **4.3.5 Promotion and Education**

37 The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for
38 developing, designing, executing, and distributing public promotion, education, and outreach programs.
39 The Contractor shall also have primary responsibility for Customer recruitment, providing annual
40 service-oriented information and outreach to Customers, distributing City-developed promotional and
41 educational pieces at the City’s direction, and implementing on-going recycling promotion, education,
42 and outreach programs at the direction of the City. The Contractor shall also coordinate and work
43 cooperatively with City staff and/or consultants hired to conduct outreach and education, and otherwise
44 provide technical assistance.
45
46

1 The City and Contractor shall jointly plan the Contractor’s specific promotion and education program for
2 the following year, including updating outreach materials and/or refining targeted audiences. The City
3 may elect to assist the Contractor with development of promotional material layout and text, as staff
4 time allows, otherwise the Contractor shall be responsible for all design and production. All
5 promotional, educational, and informational materials provided by the Contractor to Customers in
6 connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at
7 the Contractor’s cost, and subject to the City’s final written approval as to form, content, and method of
8 delivery. The City shall review and approve all materials with a minimum review period of two (2) weeks
9 provided in all cases by the Contractor to allow sufficient time for review and approval.

10
11 Each year, the Contractor shall produce and deliver an annual comprehensive service packet to all
12 Single-Family and Multifamily Residences in the Service Area (including non-subscribers) which shall
13 include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables;
14 rate information; disposal options for difficult-to-recycle items and hazardous wastes; the annual service
15 schedule calendar; contact information; and any other pertinent information. The annual packet may
16 be distributed in print or electronic format at the option of the resident.

17
18 Each year, the Contractor shall produce and deliver an annual comprehensive service packet to all Multi-
19 family and Commercial Customers in the Service Area which shall include, at a minimum, information on
20 the proper disposal of Garbage, Recyclables, and Compostables; rate information; disposal options for
21 difficult-to-recycle items and hazardous wastes; contact information; and any other pertinent
22 information. The annual packet may be distributed in print or electronic format at the option of the
23 Customer. Upon request, Customers shall be provided with sufficient printed materials to distribute to
24 tenants or lessees.

25
26 **Specific procedures for Multifamily Complexes:**

27 The Contractor shall coordinate with the site manager or owner of Multifamily Complexes, either upon
28 request and/or to facilitate coming into compliance with recycling volume thresholds or contamination
29 thresholds. This may include door-to-door education, training of residents and/or property management
30 staff, signage and posted information, addressing space and capacity constraints. The Contractor shall
31 also coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and
32 education, and otherwise provide technical assistance. Although subject to change over the term of this
33 contract, the initial recycling volume thresholds are established as 0.12 cubic yards per week per unit
34 (approximately 96 gallons per month) and a target of 5% or less contamination by volume.

35
36 The following actions will be taken by Contractor whenever responding to contamination of Recyclables
37 or Compostables at Multifamily Complexes. A combination of these actions shall be appropriate in cases
38 where contamination is readily apparent prior to emptying Containers at the complex (which upon
39 discovery by Contractor, or following a field determination made by the City, is termed a “Haul or Call”
40 event). Failure to implement these actions will result in damages as specified in Section 6.1.

- 41
42
- 43 • Immediately providing the City with photo documentation of the contamination, along with a
44 record of container size, location within the Complex, and other pertinent information.
 - 45 • Specifically-tailored recycling service plans (establishing service volume and container
46 location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring
47 related changes), as well as providing follow-up outreach as needed to achieve optimal
participation and compliance with recycling participation regulations.

- 1 • Monitoring tenant access to collection containers at the Complex, and the resulting
2 contamination levels of recyclable materials, then implementing appropriate remedies by
3 identifying the source or cause of contamination and then planning, assigning, and promoting
4 corrective actions for: property management and site maintenance personnel, valet-style
5 recycling service providers, and/or individual tenants as appropriate. This will then be followed
6 by ongoing monitoring to ensure implementation of appropriate remedies.
- 7 • Installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container
8 lids, and adjusting container size, placement/location, or service frequency in manners intended
9 to reduce or eliminate contamination of Recyclables.
- 10 • Distribution of outreach materials including: reusable tote bags for Recyclables, printed
11 outreach materials, container decals, and instructional signage installation as needed.
- 12 • Door-to-door canvassing and related on-site assistance to property management, maintenance
13 staff, and residents as needed.
- 14 • Pertinent training of on-site personnel including maintenance staff, volunteers, users of
15 recycling services, and valet-style recycling service provider(s).
- 16 • On-site visual surveys, tracking, and documentation as needed.
- 17 • Other related assistance to encourage Multifamily Complex participation in ongoing recycling
18 practices, focusing on the reduction and elimination of contamination sources and/or changing
19 behaviors that result in contamination of recyclables.

20
21 **Specific procedures for Commercial Customers:**

22 The Contractor shall coordinate with Commercial Customer site managers or owners to provide
23 outreach to tenants in multi-tenant buildings, office parks, and strip malls and similar situations where
24 Contractor services are shared among tenants. Contractor shall do this either upon request and/or to
25 facilitate coming into compliance with recycling volume thresholds or Recyclables and/or Compostables
26 contamination reduction goals. This may include door-to-door education, training of tenants and/or
27 property management staff, signage and posted information, and addressing space and capacity
28 constraints.

29
30 **4.3.6 Transition to Next Contractor**

31
32 The Contractor shall work with the City and any successive contractor in good faith to ensure minimal
33 Customer disruption during the transition period from the City's previous contractor to the City's new
34 Contractor. Container removal and replacement shall be coordinated between the Contractor and a
35 successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the
36 event that the City does not elect to retain all Contractor's Containers pursuant to Section 4.1.15.3, the
37 Contractor shall remove any Containers for all services or any portion of services provided under this
38 Contract upon sixty (60) days' written notice from the City.

39
40 Upon written request of the City at any time during the term of this Contract, the Contractor shall
41 provide a detailed customer list, including customer name, service address, mailing address, and
42 collection and container rental service levels to the City in Microsoft Excel format (or other City-
43 approved format) within seven (7) days of the City's request.

44
45 The parties recognize that a failure to comply with this provision will damage the City, but that
46 determination of such damage will be difficult and burdensome; therefore, the parties agree that in the
47 event of a breach of this provision the Contractor shall pay the City five hundred thousand dollars

1 (\$500,000) for the material breach of this Contract provision. Payment shall be made within twenty (20)
2 business days of the end of this Contract.

3
4 The provisions of this section shall survive the termination or expiration of this Contract.
5

6 7 **5. COMPENSATION**

8 9 **5.1 Compensation to the Contractor**

10 11 **5.1.1 Rates**

12
13 The Contractor shall be responsible for billing and collecting funds from Single-family Residence,
14 Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in
15 Exhibit B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in
16 Exhibit B. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire
17 compensation due to the Contractor.
18

19 In the event that a Customer places Unacceptable Wastes in a Container, and the Contractor collects
20 those materials inadvertently and incurs extraordinary expenses dealing with those materials, the
21 Contractor may charge the Customer the actual costs of managing those materials, as approved by the
22 City. Actual costs shall include additional transportation, handling, and disposal costs incurred by the
23 Contractor for handling only those specific materials traceable to that Customer.
24

25 The City is not required under this Contract to make any payments to the Contractor for the Services
26 performed, or for any other reason, except as specifically described in this Contract, or for services the
27 City obtains as a Customer.
28

29 In the event that Contractor or a Customer desires solid waste-related services not specifically
30 addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in
31 writing based on an average of adjacent WUTC tariffs. Upon the City's written approval, the Contractor
32 may provide the requested services. In no case shall the Contractor provide unauthorized services or
33 charge unauthorized rates.
34

35 **5.1.2 Itemization on Invoices**

36
37 All applicable City, County, and Washington State solid waste or household hazardous waste taxes or
38 fees, utility taxes, and (if allowed under the last paragraph of Section 5.1.2) sales taxes shall be itemized
39 separately on Customer invoices and added to the charges listed in Exhibit B, except that the City
40 Administrative Fees shall be included in Exhibit B rates and shall not be itemized separately on Customer
41 invoices.
42

43 **Paragraph Reserved for addressing how base recycling revenues and excess credit/debit amounts are**
44 **addressed on customer bills. To be addressed during contract finalization.**

45
46 Charges for excess Garbage or Compostables, Single-family, Multifamily Complex, and Commercial
47 Compostables collection, Drop-box Container, On-call collection services, On-call fee-based Bulky Waste

1 collection services, Container rentals, or temporary Container services shall be itemized on the
2 Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in
3 Exhibit B.

4
5 The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized
6 separately on Customer invoices with charges for Drop-box Container service. The Contractor shall
7 charge Drop-box Customers the actual disposal cost.

8
9 The Contractor shall not separately charge sales tax for services that include any Container as part of the
10 overall service package. Only Services that separate and itemize optional container rental (specifically
11 Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor
12 shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are
13 included in the rates provided in Exhibit B. In no case shall Customers be separately charged sales taxes
14 paid by the Contractor on its equipment and Containers.

15
16 Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify
17 rates due to employee wage increases, changes in Compostables processing fees, Garbage collection
18 service level shifts, or other changes affecting the collection system.

19 20 **5.2 Compensation to the City**

21
22 The Contractor shall pay to the City an Administrative Fee on or before the fifteenth day of each month
23 during the term of this Contract, starting on November 15, 2019. The Administrative Fee shall be based
24 on the gross revenues received by the Contractor from all Customers under this Agreement, excluding
25 Drop-box disposal or processing fees. The initial Administrative Fee shall be assessed at **(TBD%)** of gross
26 revenues received by the Contractor from those Customers since the last Administrative Fee payment
27 period, consistent with the administrative fee calculations shown in Exhibit D. The Contractor's
28 obligations to pay the Administrative Fee shall survive the termination date of this Contract until the
29 Contractor is no longer receiving payments from Customers for services provided under this Contract.

30
31 The rates included in Exhibit B, as modified during the term of this Contract, include the Administrative
32 Fee, and Customers shall not be separately charged an itemized Administrative Fee. Exhibit D contains
33 an example of how the Administrative Fee is included in rates, and lists the Contractor's service rate, the
34 City's share of the retail rate, the State excise tax associated with the Administrative Fee, and the
35 combined retail rate. Any adjustments to the Administrative Fee rate shall be calculated in a manner
36 consistent with the example shown in Exhibit D.

37
38 The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer
39 receipts during any accounting period during the term of the Contract. The audit shall be confined to
40 confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad
41 debt recovery.

42
43 The City may change the Administrative Fee level in any year, provided that the change is synchronized
44 with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the
45 Contactor of the new Administrative Fee for the following year by September 1, and the Contractor shall
46 itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1 of
47 each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall

1 add or subtract an amount equivalent to the state excise tax (1.5% in 2019), as may be adjusted from
2 time to time by the State of Washington.

3
4 In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and
5 taxes as described in Section 8.10, Permits and Licenses.

6 7 **5.3 Compensation Adjustments**

8 9 **5.3.1 Annual CPI Service Component Modification**

10
11 The Contractor's collection service charges and miscellaneous fees and Contract options contained in
12 Exhibit B, excluding waste disposal fees, for each level of service shall increase each year by one
13 hundred percent (100%) of the annual percentage change in the Consumer Price Index ("CPI") for the
14 Seattle-Tacoma-Bellevue Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical
15 Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of
16 Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12)
17 month period ending June 30 of the previous year that the request for increase is made. For example, an
18 adjustment to the Contractor's collection service charge for 2022 will be based on the CPI for the twelve
19 (12) month period ending June 30, 2021.

20
21 In the event that the CPI index series decreases year-to-year, the service component of Contractor rates
22 shall remain unchanged, and the successive year's adjustment shall be based on the most recent June 30
23 CPI index value. In the event that the CPI index series increases over five percent (5%) year-to-year, the
24 actual adjustment used shall be capped at five percent (5%), and the successive year's adjustment shall
25 be based on the most recent June 30 CPI index value

26
27 Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01).
28 Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

29
30 Beginning January 1, 2022, Contractor's compensation shall be adjusted annually pursuant to this
31 section. The Contractor shall submit in writing and electronic form to the City for review and verification
32 a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1 of each
33 year, starting October 1, 2021. In the event that the Contractor does not submit a Rate Adjustment
34 Statement by October 1, the City shall calculate and unilaterally implement a rate adjustment based on
35 the best available information as of October 1 of that year for the applicable period and the Contractor
36 may not appeal this action. Upon completion of the City's review and verification, absent any City
37 exception to the Contractor's calculations, the new rates shall take effect on January 1 of the following
38 year. An example of rate adjustments due to CPI changes is provided in Exhibit D.

39 40 **5.3.2 Changes in Disposal Fees**

41
42 Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in
43 County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component
44 of rates charged to Customers shall be adjusted, based on percentage increase or decrease in disposal
45 fee applied to the disposal components included in Exhibit B of this Contract. Disposal fee changes shall
46 be effective on the date of the County's implementation, provided that the Contractor has provided
47 Customers 45-days' notification.

1
2 An example of rate modifications due to disposal fee changes is provided in Exhibit D.

3
4 **5.3.3 Changes in Disposal or Compostables Processing Sites**

5
6 If the Contractor is required by the City or other governmental authority to use Garbage disposal or
7 Compostables processing sites other than those being used at the initiation of this Contract, the
8 Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost
9 or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a
10 case will be adjusted so as to pass through any resulting additional costs incurred by the Contractor to
11 the Contractor or any additional savings to the Contractor to the City. The City and Contractor agree to
12 negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs
13 or savings.

14
15 If the Contractor is no longer able to find a processing site for all collected Compostables, after a good
16 faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the
17 collection of affected components of Compostables, such as Food Scraps, from the Contract and the City
18 and the Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the
19 Contractor is subsequently able to find a processing site for Compostables or the site that was originally
20 used for processing Compostables is able to resume taking the dropped materials, the City reserves the
21 right to reinstate the collection of those materials and to reverse the previously agreed rate reduction
22 for the reduction in service.

23
24 **5.3.4 Recycling Market Adjustments**

25
26 **This section will be completed at contract finalization based on the successful proponent's preferred**
27 **recycling index or combination of indices. Generally, any increase above the base commodity value**
28 **specified above the value provided by the proponent on their RFP Form 2 will be rebated to the**
29 **customer (or city) and any decrease below that same value will be charged to the customer (or city), in**
30 **proportion to the average amount of monthly recyclables attributed to the Customer or container size**
31 **(for commercial).**

32 **5.3.5 New or Changes in Existing Taxes**

33
34 If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing
35 taxes (excluding changes to the rates for federal taxes) or fees are changed, or new road or bridge tolls
36 necessarily affecting the Contractor's operations under this Contract imposed after the Date of
37 Execution of this Contract, and the impact of these changes results in increased or decreased Contractor
38 costs in excess of five thousand dollars (\$5,000) in the aggregate annually, the Contractor shall submit a
39 detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the
40 Contractor. The Contractor and City shall enter into good faith negotiations to determine whether
41 compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000)
42 aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and
43 the method of adjustment.

44
45 **5.4 Change in Law**

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

9
 10 **6. FAILURE TO PERFORM, REMEDIES, TERMINATION**

11
 12 The City expects high levels of Customer service and collection service provision. Performance failures
 13 shall be discouraged, to the extent possible, through specific performance fees for certain infractions
 14 and through Contract default for more serious lapses in service provision. Section 6.1 details infractions
 15 subject to performance fees and Section 6.2 details default provisions and procedures.

16
 17 **6.1 Performance Fees**

18
 19 The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's
 20 compliance with the provisions and requirements of this Contract. In the event that the City's inspection
 21 reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall
 22 present an incident report to the Contractor detailing such unsatisfactory performance. The Contractor
 23 and the City agree that upon receiving such report, the Contractor shall pay the following dollar
 24 amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under
 25 this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in
 26 any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the
 27 City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The
 28 performance fees in this Section 6.1 shall not apply to the service impacts of Labor Disruptions, as
 29 separate performance fees shall apply under those circumstances, as described in Section 4.1.19.

30
 31 Performance fees shall include:

32

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 4.1.3, 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 City notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	City 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

	Action or Omission	Performance fees
		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.	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) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
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	Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required monthly and annual reports 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 specified in Section 4.3.2.5.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 (inclusive of subsections) 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 4.3.2 are met for ten (10) consecutive

	Action or Omission	Performance fees
		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. .	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers.	Five thousand dollars (\$5,000) per route per day.
21	Inability to reach the Contractor’s staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
22	The use of outdated, or non-City-approved stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
23	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor’s website.	Two hundred-fifty dollars (\$250) per day, with no maximum.
24	Failure to maintain, or reduction of, Recyclables or Compostables service volume below established thresholds for Multi-Family Customers without prior City permission.	\$500 per Complex
25	Failure to close lids on Detachable Containers after emptying.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
26	Failure to investigate, follow-up, and rectify, a “Haul or Call” event at a Multifamily Complex as described in Section 4.3.5.	\$250 per Complex

1
2 Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the
3 Contractor that shall be considered violations or breaches of the Contract, and the City reserves the
4 right to exercise any and all remedies it may have with respect to these and other violations and
5 breaches. The performance fees schedule set forth here shall not affect the City’s ability to terminate
6 this Contract as described in Section 6.2.

7
8 Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the
9 Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days
10 of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue
11 penalty charges of eight percent (8.0%) per month of the amount of any delinquent payments.

12
13 Any performance fees assessed against the Contractor may be appealed by the Contractor to the City
14 within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to
15 present evidence as to why the amount of the assessed performance fees should be lessened or
16 eliminated, including the provision of incorrect information provided by a previous contractor for
17 contract failures during the initial transition period. The City’s decision shall be final and not subject to
18 appeal.

19

1 **6.2 Contract Default**

2
3 The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In
4 addition, the Contractor shall be in default of the Contract should any of the following occur, including,
5 but not limited to:
6

- 7 1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or
8 fails to provide any portion of service under the Contract on the Date of Commencement of
9 Service, or for a period of more than five (5) consecutive days at any time during the term of this
10 Contract, except as provided pursuant to Section 4.1.19;
11
12 2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license
13 required by the City, County, or any federal, State, or other regulatory body in order to collect
14 materials under this Contract, or comply with any environmental standards and regulations;
15
16 3. The Contractor’s noncompliance creates a hazard to public health or safety or the environment;
17
18 4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any
19 way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the
20 prior written permission of the City;
21
22 5. The Contractor fails to make any required payment to the City, as specified in this Contract;
23
24 6. The Contractor is assessed performance fees pursuant to Section 6.1 in excess of fifteen
25 thousand dollars (\$15,000) during any consecutive six (6) month period; or
26
27 7. The Contractor fails to resume full service to Customers within twenty-one days following the
28 initiation of a labor disruption pursuant to Section 4.1.19.
29

30 The City reserves the right to pursue any remedy available at law or in equity for any default by the
31 Contractor. In the event of default, the City shall give the Contractor ten (10) days’ prior written notice
32 of its intent to exercise its rights, stating the reasons for such action; however, if an emergency shall
33 arise (including but not limited to a hazard to public health or safety or the environment) that does not
34 allow ten (10) days prior written notice, the City shall promptly notify the Contractor of its intent to
35 exercise its rights. If the Contractor cures the stated reason within the stated period, or initiates efforts
36 satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may
37 opt not to exercise its rights for the particular incident. If the Contractor fails to cure the stated reason
38 within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated
39 reason, then the City may at its option terminate this Contract effective immediately.
40

41 If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly
42 comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and
43 fails to correct the same, the City, after the initial ten (10) days’ notice, may then declare the Contractor
44 to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of
45 said notice shall be sent to the Contractor and surety on the Contractor’s performance bond. Upon
46 receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided
47 under this Contract. The surety of the Contractor’s performance bond may, at its option, within ten (10)

1 days from such written notice, assume the services provided under this Contract that the City has
2 ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the
3 terms and conditions of the Contract, and all documents incorporated herein.
4

5 In the event that the surety on the Contractor's performance bond fails to exercise its option within the
6 ten (10) day period, the City may complete the Services provided under this Contract or any part
7 thereof, either through contract with another party or any other means.
8

9 The City shall be entitled to recover from Contractor and the surety on Contractor's performance bond
10 as damages for all expenses incurred, including reasonable attorneys' fees, together with all such
11 additional sums as may be necessary to complete the services provided under this Contract, together
12 with any further damages sustained or to be sustained by the City. A surety performing under this
13 Contract shall be entitled to payment in accordance with this Contract for Contract services provided by
14 the surety, and shall otherwise be subject to the same rights and obligations with respect to the
15 Contract services furnished by the surety as would be applicable if the Contract services were to be
16 performed by the Contractor. The City's obligation to pay for such Contract services shall be subject to
17 satisfactory performance by the surety as well as to setoffs or recoupments for sums, if any, owed by
18 Contractor to City on account of Contractor's abandonment or default.
19
20

21 **7. NOTICES**

22
23 Routine communications between the Contractor and the City's contract manager shall be conducted
24 via e-mail unless otherwise required. All notices referencing change of ownership, penalties, rate
25 requests, performance fees, or Contract default shall be in writing and personally served or mailed
26 (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by
27 the City:
28

29 To the City:

30 **Public Works Director**
31 City of Federal Way
32 33325 8th Ave S
33 Federal Way, WA 98003
34

35
36 To Contractor:
37
38

39 **8. GENERAL TERMS**

40 **8.1 Collection Right**

41
42
43 Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall
44 contract to collect Garbage, Compostables, and Recyclables placed in designated Containers and set out
45 in the regular collection locations within the City Service Area subject to this Contract. When asked by
46 the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor
47 under this Contract; however, The City shall not be obligated to join or instigate litigation to protect the

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

7
8 This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the
9 generator; to Source-separated materials hauled by common or private carriers (including drop-off
10 recycling sites); or to construction/demolition waste hauled by self-haulers or construction or
11 demolition contractors in the normal course of their business.

12
13 The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage,
14 and Compostables once those materials are placed in Contractor-provided or City-owned containers.
15 The Contractor shall cover all costs to process Recyclables once those materials are placed in Contractor-
16 provided or City-owned containers.

17 18 **8.2 Access to Records**

19
20 The Contractor shall maintain in its local office full and complete operations, Customer, financial, and
21 service records that at any reasonable time shall be open for inspection and copying for any reasonable
22 purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)
23 years thereafter, maintain in an office in King County, reporting records and billing records pertaining to
24 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting
25 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but
26 shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional
27 and deleted services provided under this Contract. The City shall be allowed access to these records for
28 audit and review purposes, subject to the same protections of the Contractor's financial or other
29 proprietary information set forth in Section 5.3.

30
31 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and
32 Compostables on request within two (2) business days of the request. The weight slips may be
33 requested for any period during the Term of this Contract.

34 35 36 **8.3 Insurance**

37 **NOTE TO PROPONENTS:** The City understands that various companies have different insurance
38 arrangements and possibly have partial self-insurance. The insurance terms in the executed Contract
39 will be adjusted to match the specifics of a particular firm's arrangements, provided that the underlying
40 amounts, scope and overall coverage are consistent with this section, the coverage is occurrence-based,
41 and that the City approves the changes at its sole option.

42
43 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or
44 exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The
45 cost of such insurance shall be paid by the Contractor.

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

4 **8.3.1 Minimum Scope of Insurance**

5
6 The Contractor shall obtain insurance that meets or exceeds the following of the types described below:
7

- 8 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles.
9 Coverage shall be written on Insurance Services Office ("ISO") form CA 00 01 or a substitute
10 form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide
11 contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent)
12 for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act.
13 The policy shall include a waiver of subrogation in favor of the City. The City shall be named as
14 an additional insured under the Contractor's Automobile Liability insurance policy.
15
- 16 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a
17 substitute form providing equivalent liability coverage and shall cover liability arising from
18 premises, operations, independent contractors, products-completed operations, personal injury
19 and advertising injury, and liability assumed under an insured contract. There shall be no
20 endorsement or modification of the Commercial General Liability insurance for liability arising
21 from explosion, collapse, or underground property damage. The City shall be named as a
22 Primary-Non Contributory Additional Insured under the Contractor's Commercial General
23 Liability insurance policy with respect to the work performed for the City, using ISO additional
24 insured endorsements CG 2010 0704 and CG 2037 0704.
25
- 26 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
27 Washington.
28
- 29 4. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal
30 injury, property damage, cleanup costs, and legal defense expenses applying to all work
31 performed under the contract, including that related to transported cargo. The City shall be
32 named as a Primary-Non Contributory Additional Insured under the Contractor's Pollution
33 Liability insurance policy.
34

35 **8.3.2 Minimum Amounts of Insurance**

36
37 Contractor shall maintain at a minimum the following insurance limits:
38

- 39 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and
40 property damage of Ten million dollars (\$10,000,000) for each accident. Limits may be achieved
41 by a combination of primary and umbrella policies.
42
- 43 2. Commercial General Liability insurance shall be written with limits no less than ten million
44 dollars (\$10,000,000) for each occurrence, Twenty million dollars (\$20,000,000) general
45 aggregate, and a twenty million dollar (\$20,000,000) products-completed operations aggregate
46 limit. Limits may be achieved by a combination of primary and umbrella policies.

- 1
2 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of
3 Washington.
4
5 4. Contractor's Pollution Liability insurance shall be written with limits no less than ten million
6 dollars (\$10,000,000) combined single limit for each pollution condition for bodily injury,
7 personal injury, property damage, cleanup costs, and legal defense expense.
8

9 **8.3.3 Other Insurance Provisions**

10
11 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile
12 Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:
13

- 14 1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its
15 officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage
16 maintained by the City shall be in excess of the Contractor's insurance and shall not contribute
17 with it. The City, its officials, employees, agents, and volunteers shall be named as Primary-Non
18 Contributory Additional Insured's on the Contractor's Automobile Liability, Commercial General
19 Liability, and Pollution Liability insurance policies, via blanket-form endorsement.
20
21 2. Coverage shall state that the Contractor's insurance shall apply separately to each insured
22 against whom claim is made or suit is brought, except with respect to the limits of the insurer's
23 liability.
24
25 3. Each insurance policy required by the insurance provisions of this Contract shall provide the
26 required coverage and shall not be canceled except after thirty (30) days' prior written notice
27 has been given to the City. Such notice shall be sent directly to the City. If any insurance
28 company refuses to provide the required notice, the Contractor or its insurance broker shall
29 notify the City of any cancellation of any insurance immediately on receipt of insurers'
30 notification to that effect.
31
32 4. All Deductibles or Self Insured Retentions shall be the full responsibility of the Contractor.
33
34 5. Insurance Limits required are minimum limits and do not reduce the Defense, Indemnity, Hold
35 Harmless Liability or any other liabilities of the Contractor.
36

37 **8.3.4 Acceptability of Insurers**

38
39 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:XII.
40

41 **8.3.5 Verification of Coverage**

42
43 The Contractor shall furnish the City with original certificates and a copy of the blanket-form
44 amendatory endorsements as required herein, including, but not necessarily limited to, the additional
45 insured endorsement, evidencing the insurance requirements of the Contractor at least one (1) month
46 before the Date of Commencement of Service of this Contract.

1
2 **8.3.6 Subcontractors**

3
4 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate
5 certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject
6 to all of the same insurance requirements as stated herein for the Contractor, including the requirement
7 that the City, its officials, employees, and volunteers be named Primary-Non Contributory Additional
8 Insured's on the Contractor's insurance policy and shall provide applicable endorsements in a form
9 acceptable and approved by the City.

10
11 **8.4 Performance Bond**

12
13 The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment
14 Bond or bonds in a form provided by the City in the amount of two million dollars (\$2,000,000). The
15 bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new
16 bond(s) to the City no less than sixty (60) calendar days prior to the expiration of the bond(s) then in
17 effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed
18 prior to five (5) calendar days before its expiration.

19
20 **8.5 Indemnification**

21 **8.5.1 Defend, Indemnify and Hold Harmless**

22
23 Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed
24 officials, officers, employees, representatives, volunteers, and agents, from any and all third party claims
25 or suits, and any damages, costs, judgments, awards or liability resulting from such claims or suits:

26 (a) for injury or death of any person or damage to property to the extent the same is caused by
27 the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents,
28 servants, representatives, officers, or employees in the performance of this Contract and any rights
29 granted hereunder, or

30 (b) to the extent such claim or demand is caused by Contractor's unlawful release of Hazardous
31 Waste in violation of any Environmental Law in its performance of Services and exercise of any rights
32 granted hereunder.

33
34 This indemnity under subsection 8.5.1.(1)(b) includes each of the following to the extent the same is
35 caused by Contractor's unlawful release of Hazardous Substances in violation of applicable
36 Environmental Laws: (i) liability for a governmental agency's costs of removal or remedial action for such
37 release by Contractor of Hazardous Waste; (ii) damages to natural resources caused by Contractor's
38 release of Hazardous Waste, including reasonable costs of assessing such damages; (iii) liability for any
39 other person's costs of responding to such release by Contractor of Hazardous Waste; and (iv) liability
40 for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising
41 under any Environmental Laws that are caused by Contractor's release of Hazardous Waste. Provided,
42 however, such indemnification shall not extend to any claims, demands, liability, loss, cost, damage or
43 expense of any nature whatsoever including all costs and attorneys' fees caused by the sole negligence
44 of the City, its agents, employees, official, officers, contractors or subcontractors.

1 **8.5.2 Process**

2
3 In the event any claim for such damages be presented to or filed with the City, the City shall promptly
4 notify Contractor thereof, and Contractor shall have the right, at its election and at its sole cost and
5 expense, to settle and compromise such claim, provided further, that in the event any suit or action is
6 filed against the City based upon any such claim or demand, the City shall likewise promptly notify
7 Contractor thereof, and Contractor shall have the right, at its election and its sole cost and expense, to
8 settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys
9 of its own election. The indemnification obligations set forth herein shall extend to claims which are not
10 reduced to a suit and any claims which may be compromised, with Contractor’s written consent, prior to
11 the culmination of any litigation or the institution of any litigation. The City has the right to defend or
12 participate in the defense of any such claim at its own cost and expense, provided that Contractor shall
13 not be liable for such settlement of other compromise unless it has consented thereto in writing.

14
15 The provisions contained herein have been mutually negotiated by the Parties. Solely to the extent
16 required to enforce the indemnification provisions of this Section 8.5.1, Contractor waives its immunity
17 under Title 51 RCW, Industrial Insurance; provided; however, the foregoing waiver shall not in any way
18 preclude Contractor from raising such immunity as a defense against any claim brought against
19 Contractor by any of its employees.

20
21 Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds
22 for avoidance of any of these covenants of indemnification, defense, and hold harmless. Said
23 indemnification, defense, and hold harmless obligations shall extend to claims that are not reduced to a
24 suit and any claims which may be compromised, with Contractor’s prior written consent, prior to the
25 culmination of any litigation or the institution of any litigation.

26
27 The provisions of this section shall survive the termination or expiration of this Contract.

28
29 **8.6 Confidentiality of Information**

30
31 Pursuant to the Washington Public Records Act (“PRA”), Chapter 42.56 RCW, public records, as defined
32 by the PRA, may be subject to disclosure upon request by any person, unless the documents are exempt
33 from public disclosure by a specific provision of law.

34
35 If the City receives a request for inspection or copying of any such documents, it shall promptly notify
36 the Contractor in writing regarding the public records request. The City will give the Contractor ten (10)
37 business days after such notification within which to obtain a court order prohibiting the release of the
38 documents. The City assumes no contractual obligation to enforce any exemption under the PRA.

39
40 **8.7 Assignment of Contract**

41
42 **8.7.1 Assignment or Pledge of Money by the Contractor**

43
44 The Contractor shall not assign or pledge any of the money due under this Contract without securing the
45 prior written approval of the surety of the Contractor’s performance bond and providing at least thirty
46 (30) days’ prior written notice to the City of such assignment or pledge together with a copy of the
47 surety’s approval thereof. Such assignment or pledge, however, shall not release the Contractor or its

1 sureties from any obligations or liabilities arising under or because of this Contract. The requirements of
2 this section shall not apply to the grant of a general security interest in the Contractor's assets to secure
3 the Contractor's obligations under any loan or credit facility entered into by the Contractor or the
4 Contractor's lawfully organized corporate affiliates.

5
6 **8.7.2 Assignment, Subcontracting, Delegation of Duties**

7
8 The Contractor shall not assign or sub-contract any of the services provided under this Contract or
9 delegate any of its duties under this Contract without the prior written approval of the City, which may
10 be granted or withheld in the City's sole discretion.

11
12 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain
13 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or
14 other obligor shall also become responsible to the City for the satisfactory performance of the services
15 to be provided under this Contract. The City may impose conditions of approval on any such assignment,
16 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,
17 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to
18 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,
19 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.
20 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this
21 clause.

22
23 For the purposes of this Contract, any change of control of the Contractor shall be considered an
24 assignment subject to the requirements of this section. Nothing herein shall preclude the City from
25 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and
26 releasing the previous ownership of all obligations and liability.

27
28 **8.7.3 Change of Trade Name**

29
30 In the event the Contractor wishes to change the trade name under which it does business under this
31 Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in
32 writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within
33 a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and
34 implements seen by the public shall be changed, including but not limited to letterhead, signs,
35 promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the
36 only exception; vehicles must be repainted with new trade name, and any new logo or colors, within
37 two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this
38 section shall result in penalties assessed against the Contractor in accordance with Section 6.1.

39
40 **8.8 Laws to Govern/Venue**

41
42 This Contract shall be governed by the laws of the State of Washington both as to interpretation and
43 performance. Venue shall be in Superior Court in the State of Washington for King County.

1
2 **8.9 Compliance with Applicable Laws and Regulations**
3

4 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to
5 the work to be done under this Contract. Any violation of the provisions of this section shall be
6 considered a violation of a material provision of this Contract and shall be grounds for cancellation,
7 termination, or suspension of the Contract by the City, and may result in ineligibility for further work for
8 the City.
9

10 The Contractor agrees not to discriminate against any employee or applicant for employment or any
11 other persons in the performance of this Contract because of race, religion, creed, color, national origin,
12 marital status, gender, age, disability, sexual orientation, gender identity, or other circumstances as may
13 be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
14 Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal
15 Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor
16 agrees to post in conspicuous places, available to employees and applicants for employment, notices to
17 be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
18

19 Conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety
20 and Health Act of 1973, and standards and regulations issued under these Acts from time-to-time must
21 be complied with, including ergonomic and repetitive motion requirements. The Contractor must
22 defend, indemnify, and hold harmless the City from all damages, injuries or losses assessed for the
23 Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also
24 responsible for meeting all local, state, and federal health and environmental regulations and standards
25 applying to the operation of the collection and processing systems used in the performance of this
26 Contract.
27

28 The Contractor is specifically directed to observe all weight-related laws and regulations in the
29 performance of these services, including axle bridging and loading requirements.
30

31 **8.10 Permits and Licenses**
32

33 The Contractor and subcontractors shall secure a City business license and pay all fees and collect and
34 remit all taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations,
35 and licenses necessary to provide the services required herein prior to the Date of Execution of this
36 Contract at its sole expense.
37

38 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not
39 limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income
40 taxes, property taxes, excise taxes, permit fees, operating fees, surcharges of any kind that apply to any
41 and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the
42 Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and
43 unemployment benefits.
44

1 **8.11 Relationship of Parties**

2
3 The City and Contractor intend that an independent contractor relationship shall be created by this
4 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee,
5 servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or
6 representative of the City.

7
8 **8.12 Contractor’s Relationship with Customers**

9
10 The Contractor shall not separately contract with Customers for any services covered under this
11 Contract; however, the Contractor may negotiate separate agreements with Customers for the sole
12 purpose of compactor leasing, payment for recyclables, or other related services only when not included
13 or specified in this Contract, provided that Customers are provided separate invoices for those services
14 and that the Contractor makes it clear to Customers that those services are not provided under this
15 Contract. These separate agreements must be in writing and shall in no way expressly or by application
16 supersede this Contract. The Contractor agrees these separate agreements shall not contain durations
17 any longer than the final date of this Contract’s Term. These separate agreements shall not have terms
18 that automatically renew past the expiration of this Contract. These separate agreements must
19 terminate prior to the expiration of this Contract. The Contractor shall provide to the City a detailed list
20 of all such separate agreements with Customers upon the City’s request. The City may, at its sole option,
21 regulate similar or identical services in the successor to this contract.

22
23 **8.13 Bankruptcy**

24
25 It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case,
26 either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option
27 of the City, may be terminated effective on or after the day and time the order for relief is entered.

28
29 **8.14 Right to Renegotiate/Amend**

30
31 The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its
32 discretion or based on policy changes, state statutory changes, or County rule changes, Washington
33 State, or federal regulations regarding issues that materially modify the terms and conditions of the
34 Contract, including but not limited to any modifications to contracting terms or policies as they relate to
35 County disposal services. The City may also renegotiate this Contract should any Washington State,
36 County, or City rate or fee associated with the Contract be held illegal or any increase thereof be
37 rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the
38 event the City wishes to change disposal locations or add services to the Contract, and to provide full
39 disclosure of existing and proposed costs and operational impacts of any proposed changes.

40
41 This Contract may be amended, altered, or modified only by a written amendment or addendum
42 executed by authorized representatives of the City and the Contractor.

43
44 **8.15 Force Majeure**

45
46 Provided that the requirements of this section are met, Contractor shall not be deemed to be in default
47 and shall not be liable for failure to perform under this Contract if Contractor’s performance is

1 prevented or delayed by Acts of Nature, including landslides, lightning, forest fires, storms, floods,
2 freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public
3 riots, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise,
4 that are not reasonably within the control of the Contractor, and are not the result of the willful or
5 negligent act, error or omission of the Contractor; and that could not have been prevented by the
6 Contractor through the exercise of reasonable diligence (“Force Majeure”). The Contractor’s obligations
7 under this Contract shall be suspended, but only with respect to the particular component of obligations
8 affected by the Force Majeure and only for the period during which the Force Majeure exists.
9

10 The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes
11 that by virtue of their extent or completeness make the particular goods or services effectively
12 unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with
13 respect to any activity performed or to be performed by the Contractor; accidents to machinery,
14 equipment or materials; unavailability of required materials or disposal restrictions; or general economic
15 conditions.
16

17 If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations
18 under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the
19 Force Majeure is first known, followed within seven (7) days by a written description of the event and
20 cause thereof to the extent known; the date the event began, its estimated duration, the estimated time
21 during which the performance of the Contractor’s obligations will be delayed; the likely financial impact
22 of the event; and whatever additional information is available concerning the event and its impact on
23 the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the
24 Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably
25 possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance
26 under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or
27 partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding
28 the disruption in collection service in a manner similar to the notification required in the case of
29 inclement weather under Section 4.1.7.
30

31 **8.16 Severability**

32
33 If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of
34 the Contract shall remain in full force and effect.
35

36 **8.17 Waiver**

37
38 No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying
39 such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by
40 either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of
41 the same right on any subsequent occasion or of any other right at any time.
42

43 **8.18 Incorporation of Contractor’s Proposal in Response to City’s RFP**

44
45 The Contractor’s Proposal, dated _____, submitted in response to the City’s Request for
46 Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types,
47 customer service staffing and approach, processing abilities and other commitments made in the

1 Contractor's proposal and all associated clarifications and supplemental proposal materials or
2 attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions
3 of this Contract shall prevail.
4

5 **8.19 Dispute Resolution**
6

7 The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by
8 good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all
9 Services included in this Contract. Disputes not resolved in accordance with other provisions of this
10 Contract or through good faith discussions shall be submitted to non-binding mediation before a
11 mediator acceptable to both the City and the Contractor. All costs of mediation, including the City's
12 attorneys' fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or
13 commence legal proceedings prior to completion of the non-binding mediation.
14

15 **8.20 Entirety**
16

17 This Contract and the exhibits affixed hereto and herein incorporated by reference represent the entire
18 agreement between the City and the Contractor with respect to the services to be provided under this
19 Contract. No prior written or oral statement or proposal shall alter any term or provision of this
20 Contract.
21

22 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.
23

24 CITY OF FEDERAL WAY

25
26 By _____
27 (Print) _____
28

By _____
Mayor

29 Approved as to Form:

30
31 By _____
32 City Attorney

EXHIBITS

1
2
3
4
5
6
7

1
2
3
4

EXHIBIT A:
Service Area

EXHIBIT B
Contractor Rates

[to be completed based on Contractor's RFP Form 2]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

Exhibit C: Recyclables List

Recyclable Item

Curb

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 placed in or next to recycling Container.	No larger than 3' x 3' in size, larger boxes shall be cut down to size.
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.	
Plastic Containers – All plastic bottles, jugs, and tubs.	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.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container.	Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts.
Tin Cans – All clean food and beverage tin cans and tin lids 3" or larger	X	Place in recycling Container.	
Used Cooking Oil	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.
Used Motor Oil	X	Seal uncontaminated oil in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.

1

2

3

1 **EXHIBIT D**

2 Fee Modification Examples

3 **NOTE TO READERS: ALL AMOUNTS ARE PLACEHOLDERS AND WILL BE REVISED WITH THE**
4 **CONTRACTOR’S FINAL RATES.**

5
6 The collection and disposal components of the Customer charges listed in Exhibit B will be adjusted
7 separately, as appropriate. The collection component of Customer charges will be adjusted annually,
8 pursuant to this Section and as described below. The disposal component of the Customer charges
9 listed in Exhibit B will be adjusted only if the City receives notification from the County of a pending
10 disposal fee adjustment, and will not become effective until the new disposal charges become effective
11 and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments
12 are provided as follows:

13 **Collection Component Adjustment**

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

16
$$NCC = PCC \times \left[1 + \frac{nCPI - oCPI}{oCPI} \right]$$

- 19 Where NCC = The new collection and Administrative Fee components,
20 adjusted for excise tax on the Administrative Fee, of the
21 customer rate for a particular service level; and
- 22 PCC = The previous collection and Administrative Fee components,
23 adjusted for excise tax on the Administrative Fee, of the
24 Customer rate for a particular service level; and
- 25 nCPI = The most recent June CPI value; and
- 26 oCPI = The CPI value used for the previous rate adjustment or, in the
27 case of the first contract adjustment, the CPI value reported
28 at the end of June 2019.

29 **Disposal Component Adjustment**

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

32 **Step 1:**

33
34
$$A = ODC \times \frac{NTF}{OTF}$$

35 **Step 2:**

36
37
$$NDC = A + [(A - ODC) \times CETR]$$

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

- 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-excite tax adjusted disposal component; and
- CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 32-gallon cart rate of \$31.35 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$130 to \$140 per ton starting on January 1, 2021, the old disposal component is \$4.94, and the State Excise Tax rate is 0.015, the January 2021 Customer charge for one 32-gallon cart per week Residential Curbside service would be:

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

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

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

Step B calculation (as on previous page):

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

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

Administrative Fee Adjustment

The Contractor’s Commercial and Multifamily rates shown in Exhibit B include an embedded Administrative Fee, which may be adjusted from time to time, pursuant to Section 5.2. The initial contract rates have incorporated an Administrative Fee corresponding to a x.x% fee on gross receipts from those Customers, as follows (1 yard, 1 pickup per week as example):

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

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