

Denis Law
Mayor

T6-130098-CT
City of
Renton



Public Works Department - Gregg Zimmerman, P.E., Administrator

January 23, 2013

Mr. David Danner
Executive Director and Secretary
Washington Utilities and Transportation Commission
PO Box 47250
Olympia, WA 98504-7250

RECEIVED
GENERAL MANAGER
2013 JAN 23 AM 8:12
STREETS
UTILITIES
WATER

**RE: Action to Exercise Jurisdiction over Solid Waste Collection Services,
Certificate No. G-060**

Dear Mr. Danner:

In accordance with RCW 35A.14.900, this letter notifies the Washington Utilities and Transportation Commission (WUTC) of the City of Renton's decision to exercise jurisdiction pursuant to RCW 81.77.020, in order to contract for solid waste collection services in certain annexation areas.

This affects the collection services of Fiorito Enterprises, Inc. and Rabanco Companies dba Kent Meridian Disposal Company operating under WUTC Certificate No. G-060 and that as of October 1, 2011, said certificate rights of the company shall be deemed canceled.

If you have any questions, please contact Linda Knight, Solid Waste Coordinator, at 425-430-7397.

Sincerely,

Gregg Zimmerman, P.E.
Public Works Administrator

Enclosure: City of Renton Ordinance 5619

cc: Mark Barber, Senior Assistant City Attorney
Lys Hornsby, P.E., Utility Systems Director
Linda Knight, Solid Waste Utility Coordinator
Penny L. Ingraham, Regulatory Analyst, WUTC, PO Box 47250, Olympia, WA 98504-7250
Dennis Manes, General Manager, Kent Meridian/Republic Services, 22010 76th Ave S, Kent, WA 98032

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CITY OF RENTON, WASHINGTON

ORDINANCE NO. 5619

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON, GRANTING UNTO FIORITO ENTERPRISES, INC. AND RABANCO COMPANIES DBA KENT-MERIDIAN DISPOSAL COMPANY, THE RIGHT AND NON-EXCLUSIVE FRANCHISE FOR COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION WITHIN CERTAIN SPECIFIED AREAS IN THE CITY OF RENTON, WASHINGTON.

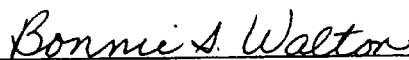
THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DOES ORDAIN AS FOLLOWS:

SECTION I. The Council does hereby grant unto Fiorito Enterprises, Inc. and Rabanco Companies dba Kent-Meridian Disposal Company ("Grantee") a franchise for comprehensive garbage, recyclables and compostables collection, as specified In the Comprehensive Garbage, Recyclables and Compostables Collection Contract attached hereto as Exhibit A and incorporated herein by this reference

SECTION II. The Mayor and City Clerk are hereby authorized to enter into the above-mentioned contract with Grantee.

SECTION III. This Ordinance shall be in full force and effect from and after its passage, approval, and five (5) days after its legal publication as provided by law, and provided it has been duly accepted by Grantee as herein above provided. All costs of publication in connection with this Ordinance shall be paid by Grantee.

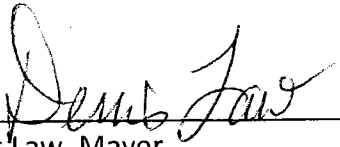
PASSED BY THE CITY COUNCIL this 8th day of August, 2011.



Bonnie I. Walton, City Clerk

ORDINANCE NO. 5619

APPROVED BY THE MAYOR this 8th day of August, 2011.

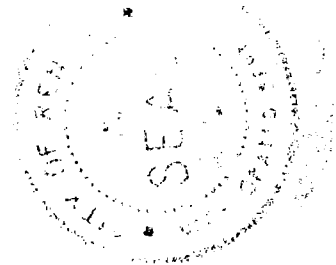


Denis Law, Mayor

Approved as to form:



Lawrence J. Warren, City Attorney



Date of Publication: 8/12/2011 (summary)

ORD:1726:7/26/11:scr

UNCONDITIONAL ACCEPTANCE

The undersigned, Grantee, hereby accepts all the rights and privileges of the above granted franchise, subject to all the terms, conditions, and obligations contained in the contract attached hereto as Exhibit A.

DATED: _____, 2011.

GRANTEE:

Fiorito Enterprises, Inc. and Rabanco Companies
dba Kent-Meridian Disposal Company

By: _____

Its: _____

ORDINANCE NO. 5619

EXHIBIT A

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

**Between City of Renton and
Fiorito Enterprises, Inc. and Rabanco Companies dba Kent-Meridian Disposal
Company**

ORDINANCE NO. 5619

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

**City of Renton
and
Fiorito Enterprises, Inc. and Rabanco Companies dba Kent-Meridian
Disposal Company**

October 1, 2011 – June 30, 2019

Comprehensive Garbage, Recyclables and Compostables Collection Contract

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Attachment A: Service Area Map
Attachment B: Contractor Initial Rates

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This Solid Waste Collection Contract (this “Contract”) is entered into by and between the City of Renton, a municipal corporation of the State of Washington (“City”), and Fiorito Enterprises, Inc. and Rabanco Companies dba Kent-Meridian Disposal Company (collectively, “Contractor”), to provide for collection of Garbage, Compostables, and Recyclables from Single-family Residences and Multifamily Complexes located within the City Service Area. (Each capitalized term is hereinafter defined.)

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

RECITALS

WHEREAS, the Contractor has provided solid waste collection in previously unincorporated areas around the City of Renton area under its Washington Utilities and Transportation Commission certificate; and

WHEREAS, the City wishes to control solid waste collection through a contractual relationship with the Contractor rather than State regulation; and

WHEREAS, State law requires the City to provide State certificate holders with a franchise (contract) of not less than seven years upon initially asserting control over the City’s solid waste collection system; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to perform the contract services; and

WHEREAS, the City desires to enter into this Contract with the Contractor for the solid waste collection services to fulfill its franchise obligations under State law;

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

DEFINITIONS

Change in Control: “Change in Control” means any sale, merger, transfer of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers the 50.1% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor and/or its ultimate parent company upon the effective date of this Contract shall not constitute an change in control.

City: The word “City” means the City of Renton, King County, Washington. As used in the Contract, it includes the official of the City holding the office of the City Manager or her/his designated representative.

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City Service Area: The initial City Service Area shall be the annexation areas described on the service area map provided as Attachment A.

Customer means all users of solid waste services under this Contract.

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

Compostables: The word “Compostables” means Yard Debris and Foodscraps separately or combined.

Compostables Cart: The term “Compostables Cart” means a Contractor-provided 96-gallon wheeled cart provided to Compostables collection Customers for the purpose of containing and collecting Compostables.

Container: The word “Container” means any Mini-can, Garbage Can, Cart, Detachable Container or Drop-box Container owned and provided by the Customer or Contractor.

Contractor: The word “Contractor” collectively means Fiorito Enterprises, Inc. and Rabanco Companies dba Kent-Meridian Disposal Company, which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Compostables.

Curb or Curbside: The words “Curb” or “Curbside” mean on the homeowner’s property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor’s equipment, and mutually agreed to by the City and Contractor.

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

Drop-box Container: The term “Drop-box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer’s site.

Extra Unit: The term “Extra Unit” means excess material which does not fit in the Customer’s primary Container. In the case of Garbage Containers under one cubic yard in capacity, an Extra Unit is 32-gallons, and may be contained in either a plastic bag or Garbage Can. In the case of Containers one cubic yard or more in capacity, and Extra Unit is one cubic yard. In the case of Residential Compostables collection, an Extra Unit shall be 32-gallons.

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Foodscraps: The word “Foodscraps” mean all compostable pre- and post-consumer food scraps placed in a Compostables Cart, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or biodegradable products specifically accepted by the Contractor’s selected composting site. Foodscraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

Garbage: The word “Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers of the Contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-separated Recyclables or Compostables.

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

Garbage Cart: The term “Garbage Cart” means a Contractor-provided 32-, 64- or 96-gallon wheeled cart suitable for household deposit, storage and Curbside placement and collection of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

Hazardous Waste: The term “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

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King County Disposal System: The term “King County Disposal System” means the real property owned, leased or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the then current King County Comprehensive Solid Waste Management Plan.

Mini-can: The term “Mini-can” means a water-tight plastic Container not exceeding twenty gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

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

Mixed-use Building: The term “Mixed-use Building” means a structure inhabited by both Residential and Commercial Customers.

Multifamily Complex: The term “Multifamily Complex” means a multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service.

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

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

Recyclables: The word “Recyclables” means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; newspaper; recyclable plastic containers that have contained non-hazardous products; polycoated or aseptic cartons; Scrap Metals and tin cans.

Recycling Cart: The term “Recycling Cart” means a Contractor-provided 32, 64 or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-separated Recyclables.

Recycling Container: The terms “Recycling Container” means a Contractor-provided Container suitable for on-site collection, storage and placement of Source-separated Recyclables at Multifamily Complexes and Commercial Customer locations.

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

Scrap Metals: The term “Scrap Metals” means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece.

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

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

Special Waste: The term “Special Waste” means polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

Yard Debris: The term “Yard Debris” means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked, undecorated holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags and untied reusable plastic-mesh bags may also be used to contain Yard Debris. Shredded compostable mixed paper may be included in Compostables Carts.

AGREEMENT

1. Term of Contract

The term of this Contract for the initial City Service Area is approximately eight (8) years, starting October 1, 2011, and expiring June 30, 2019. Starting July 1, 2019 the initial City Service Area shall be managed under the City’s primary garbage collection contract.

In the event that additional areas are annexed into the City on or before June 30, 2019, those annexation areas shall continue to be serviced under the terms of this Contract for a ten (10) year period, starting on the date of annexation, in accordance with Section 2.1.2 of this Contract.

2. Scope of Work

2.1 General Collection System Requirements

The Contractor shall collect, transfer and dispose of Garbage, Recyclables and Compostables according to the terms and conditions of this Contract; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein, nor shall the Contractor have any obligation to collect Hazardous Waste or Special Waste. The Contractor shall indemnify the City for any City damages cause by Contractor’s knowing or grossly negligent collection or disposal services of Hazardous Waste or Special Waste. To the extent identifiable, Customers shall remain responsible for any Hazardous Waste or Special Waste inadvertently collected and identified by Contractor.

2.1.1 City Service Area

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

2.1.2 Annexation and Incorporation of Former WUTC Certificated Areas

This Contract is in lieu of a franchise as provided in RCW 35A.14.900 for both the initial City Service Area as well as any future City annexations served by the Contractor under any WUTC-certificate. The term of this Contract has been established specifically to satisfy the Contractor's rights to a City franchise and measurable damages under applicable State statute. Upon the termination of this Contract, the Contractor shall have no additional rights to compensation of any kind for its former WUTC-certificate areas served under this Contract.

The Contractor agrees that their WUTC-certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, provided the City has fulfilled its measurable damages commitment in this Contract for the term of years specified in Section 1.

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract upon written notice by the City. The term during which the Contractor shall service any future annexation areas shall be ten (10) years. If the ten (10) year period of service in future annexation area extends past the normal expiration of this Contract, the Contract term shall be automatically extended as needed to fulfill the full ten (10) year service period for each individual annexation area. Upon fulfillment of the ten (10) year service period, each individual annexation area shall be removed from the City Service Area under this Contract and shifted to the City's main solid waste collection contract, unless otherwise mutually agreed by the City and Contractor.

2.1.3 Unimproved Public Streets and Private Roads

Residences located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if materials are set out adjacent to the nearest Public Street or Private Road that provides safe access.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-family Customers is impractical due to distance or unsafe conditions, the Contractor shall work with the Customer to negotiate the nearest safe and mutually convenient pick up location.

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If the Contractor believes that there is a probability of Private Road damage by the Contractor, the Contractor shall inform the respective Customers. Contractor may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

2.1.4 Hours/Days of Operation

All collections in Single-family Residence, Multifamily Complex and mixed-use areas shall be made on Monday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. The City may authorize a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with make-up collections, and holiday and inclement weather schedules.

All collection from Commercial Customers shall be made Monday through Saturday with the exception of Customers near areas zoned residential, which shall be made only between the hours of 6:00 a.m. and 6:00 p.m. Exemptions may be granted in writing by the City to accommodate the special needs of Customers. City code noise restrictions, as amended from time to time, shall be applicable to Solid Waste Collection services.

2.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal of such employee from this Contract shall be addressed by the Contractor immediately, and related documentation shall be provided to the City.

2.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables and Compostables to households lacking the ability to place Containers at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

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2.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Years Day, Thanksgiving Day, and Christmas Day).

When the day of regular collection is a King County Transfer Station holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor may not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.1.8 Inclement Weather and Other Service Disruptions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans and outcomes for each day inclement weather is experienced as soon as practical that same business day.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

The Contractor shall develop a City-approved contingency plan by November 15, 2011 to address collections in the event successive weather events occur on the same scheduled collection day(s) two weeks in a row.

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

Weather policies shall be included in program information provided to Customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the Seattle Times and Seattle Post-Intelligencer and KING AM, KIRO, KOMO and KUOW radio stations) and the Contractor's website notifying residents of the modification to the collection schedule. The City may specify additional media outlets for Contractor announcements at its discretion. Contractor is encouraged to use automated dialing services to inform Customers at the route level about service changes, provided that Customers shall be provided the option of opting out of automated calls.

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed

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collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 4.1.

2.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Containers, repeated refusal to position Garbage, Recycling and Compostables Carts properly for automated collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, upon completion of the City's due process procedures and City approval, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

2.1.10 Missed Collections

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

The failure of the Contractor to collect Garbage, Recyclables or Compostables that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer on the same day if notified by 12:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor (see Section 2.3.4). Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 4:00 p.m. on Friday), the Contractor shall collect the materials that day and shall be subject to performance fees. If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge the Customer an additional fee for this service (a

“return trip fee” at the rate specified in Attachment B), provided the Contractor notifies the Customer of this charge in advance.

2.1.11 Same Day Collection

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

2.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor’s residuals from the overall processing operations at the facility (including both City and non-City material) shall not exceed 5%.

City staff shall be provided access to the Contractor’s processing facilities at any time for the purposes of periodically monitoring the facilities’ performance under this Section. Monitoring may include, but not limited to, taking samples of unprocessed Recyclables, breaking selected bales and measuring the out-throws and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure the Contractor’s performance under this Section and to ensure that misdirected recyclables and contamination are minimized.

Obvious contaminants included with either Source-separated Recyclables or Compostables shall not be collected, and shall be left in the Customer’s Container with a prominently displayed notification tag (per Section 2.1.10) explaining the reason for rejection.

2.1.13 Routing, Notification and Approval

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

The Contractor may change the day of Residential collection by giving notice at least thirty (30) days prior to the effective date of the proposed change and must obtain advance written approval from the City. On the City’s approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes of collection day.

2.1.14 Equipment Condition

All vehicles used in the performance of this Contract shall be maintained in a safe, clean and sanitary manner, and shall be thoroughly washed at least once each week. Vehicles shall be repainted as needed and/or at the request of the City.

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All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Compostables leachate) or oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. All liquid spills will be immediately cleaned to the City's and Customer's satisfaction. Unremediated spills and failure to repair vehicle leaks shall be subject to performance fees

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle which clearly indicate the vehicle inventory number. The Customer service telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations and the telephone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo and Customer service telephone number and website address. Special promotional messages may be permitted, upon the City's prior written approval.

All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas.

2.1.15 Container Requirements and Ownership

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 4.1.

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

2.1.15.1 Mini-cans and Garbage Cans

Both Residential and Commercial Customers may elect to use their own Mini-can or Garbage Can for Garbage collection service. In all cases, Customers will be directed to have at least one rigid Container as their primary Garbage Container. Plastic bags may be used for overflow volumes of Garbage, but not as a Customer's primary Container.

If a Customer uses their own Container, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

2.1.15.2 Garbage, Recyclables and Compostables Carts

The Contractor shall provide 32-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 32- or 96-gallon Recyclables Carts; and 96-gallon Compostables Carts. All Carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed screening or label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All Carts must have materials preparation instructions and telephone and website contact information that visually depicts allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid.

All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition to allow material storage, handling, and collection; contain no jagged edges or holes; be equipped with functional wheels or rollers for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement. The carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Container causing the Container to melt or burn),

Contractor personnel shall note any damaged hinges, holes, poorly functioning wheels and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling and Compostables) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than seven (7) business days after notice from the Customer or City. Replacement Carts may be new or used and reconditioned, and all Carts shall be clean and appear presentable when delivered. Unusable carts shall be retrieved by Contractor, cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a cart or requests more than one replacement cart during the term of the Contract due to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval and/or may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

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2.1.15.3 Detachable and Drop-box Containers

The Contractor shall furnish, deliver, and properly locate 1-, 1.5-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) days of the request. Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor.

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 2-cubic yards and under; be in good condition for Garbage, Recyclables or Compostables storage and handling; and, have no leaks, jagged edges or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a functional winch system that is maintained in good repair. Each type of Container (i.e. Recyclables, Compostables or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.15.6, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being initially supplied to, or returned after repair or reconditioning, to any Customer. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by the Contractor if the City or a Health Department inspector determines that the Container fails to comply with reasonable standards or in any way constitutes or contributes to a health or safety hazard.

Customers may elect to own or self-provide Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, any Containers owned or self-provided by Customers must be compatible with Contractor's standard front load or Drop-box Container collection vehicles. The Contractor is not required to empty or service Customer Containers that are not compatible with the Contractor's equipment.

In the event that a particular Customer repeatedly damages a Container due to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval.

2.1.15.4 Recycling Carts

The Contractor shall provide Recycling Carts to new Customers within the City Service Area, including new residences and annexation areas, as well as replacement Carts to existing

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Customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions that visually depict allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid, along with telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

The Contractor shall provide 32-gallon Recycling Carts on request to those residents requiring less capacity than provided by the default 96-gallon Recycling Cart.

In the event that a Customer intentionally damages or misuses their Recycling Cart, the Contractor may discontinue recycling service to that Customer, on the City's prior approval and/or may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.15.5 Ownership

The Contractor shall retain ownership of its Containers upon the termination of this Contract.

2.1.15.6 Container Colors and Labeling

The Contractor may use Containers of any color.

All Containers shall be labeled with instructional information and contact information, including both a customer service phone number and a website address. All labels shall be approved by the City prior to ordering by the Contractor. The location of the label on the Containers shall be subject to the City's prior approval. Labels shall be replaced when faded, damaged, or upon City or Customer request.

2.1.15.7 Container Weights

Mini-cans shall not exceed forty (40) pounds in weight and Garbage Cans shall not exceed sixty (60) pounds in weight. Carts weights shall not exceed thirty (30) pounds for the 20-gallon size, sixty (60) pounds for the 32-gallon size, one hundred-twenty (120) for the 64-gallon size and one hundred-eighty (180) for the 96-gallon size. No specific weight restrictions are provided for Detachable Containers, however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-box and contents must not cause the collection vehicle to exceed legal road weights.

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2.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be operated so as to prevent blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and remove any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for performance fees, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of Contractor vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. All Contractor vehicle drivers shall be provided with annual hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures.

All Drop Box Container loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.1.17 Pilot Programs

The City may wish to test and/or implement one or more changes to waste stream segregation, materials processing or collection technology or collection frequency at some point during the term of the Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by any City-initiated pilot programs shall be negotiated prior to City-wide implementation.

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

Contractor-initiated surveys within the City are allowed of businesses and/or residences to gather information about generic service preferences or to access pilot program options or outcomes, provided that all related data and analysis is shared with the City.

2.1.18 Disruption Due to Construction

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

2.1.19 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners and their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks, enclosures, compactor equipment, and other similar structures or areas shall also be available for existing Customers when realigning Garbage, Recyclables and Compostables services. Contractor planning assistance shall be provided within two working days.

2.1.20 Safeguarding Public and Private Facilities

In the performance of the services hereunder, the Contractor shall be obligated to protect all public and private improvements, facilities and utilities whether located on public or private property, including street curbs, within the City (normal wear and tear excepted). If such improvements, facilities, utilities or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to and become the responsibility of the Contractor.

2.1.21 Company Name

The Contractor shall not use a firm name containing any words implying municipal ownership without prior written permission from the City.

2.1.22 Transition and Implementation of Contract

At City request, the Contractor shall include a notification statement in its first invoice to each Customer following the execution of this Contract. The notification statement shall be pre-approved by the City and shall inform Customers that collection services are now provided under City contract instead of State regulation.

2.1.23 Ongoing Coordination with City and Annual Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request as well as on a monthly schedule to discuss and resolve operational and Contract issues. The City may, at its option after material or systemic indications of repeat customer complaints or Contractor's violation of Contract terms, conduct a performance review of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items. The City's scope of review under this provision is intended to focus on analysis of the Contractor's performance and Contract compliance

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall analyze and correct in good faith any deficiencies found in its performance under this Contract, including broader implementation of corrections that extend beyond the limited data or scope of a performance review to bring Contractor into more complete Contract compliance.

The Contractor's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall implement and sustain actions that correct deficiencies. Failure to complete correction of deficiencies as outlined in the plan and/or failure to initiate good faith corrective actions within thirty (30) days shall constitute a failure to perform subject to the Contract default provisions of Section 4.1. Further, upon such failure to complete correction of the deficiencies, the City, at its sole option, may then provide the Contractor with six (6) months notice of termination of this Contract.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, the Contractor shall report its actual monthly performance measures for collection, customer service and maintenance functions under this Contract. The City shall determine which of the Contractor internal performance management measures are relevant to addressing any particular deficiencies, and the Contractor shall continue to report those measures until notified in writing by the City.

2.1.24 Disposal Restrictions and Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System or otherwise managed in accordance with the City's Interlocal Agreement with King County, unless otherwise directed in writing by the City.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that the County does not accept

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Yard Debris mixed with Garbage for collection. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees.

The Contractor shall not be required to collect Hazardous Waste or materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall retain title to such waste and shall remain responsible for all costs associated with handling and disposal of Hazardous Waste or materials inadvertently collected by Contractor.

Construction and demolition debris collected by the Contractor may be processed to recover recyclables, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County. In the event the Contractor elects to haul mixed construction and demolition debris to a private processing facility, the Contractor shall charge the Customer no more than the equivalent disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

2.1.25 Violation of Ordinance

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the collection, removal and disposal of Garbage, Recyclables and Compostables.

2.2 Collection Services

2.2.1 Single-family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-family Residence Customers in and adjacent to Mini-cans, Garbage Cans or plastic bags (for Extra Units) and/or Garbage Carts. The Contractor shall offer carry-out service to disabled Customers at no charge (per Section 2.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. If provided to a Customer, carry out service shall be provided for all three collection streams.

2.2.1.2 Collection Containers

The Customer's primary Container must be a Mini-can, Garbage Can or Garbage Cart. Plastic bags may only be used for Extra Units, not as the Customer's primary Container. Cart rental fees shall be embedded in the respective level of cart service and not separately charged or itemized.

Containers shall be delivered by the Contractor to Single-family Residence Customers within seven (7) days of the Customer's initial request.

2.2.1.3 Specific Collection Requirements

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

1. one 20-gallon Minican;
2. one 32-gallon Garbage Can;
3. one 35-gallon Garbage Cart;
4. two 32-gallon Garbage Cans;
5. one 64-gallon Garbage Cart; and
6. one 96-gallon Garbage Cart;

On request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Can or Garbage Cart with no putrescible wastes.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move a Container to reach the collection vehicle at its nearest point of access. An Extra Unit charge may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Customer agrees in advance to pay for the Extra Unit rate, otherwise, the Container shall be left at the Curb with Customer notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Unit fees. All Extra Units from Customers with a history of disputed charges shall be documented with a date and time stamped photograph. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-family Residences on a regular schedule on the same day and as close to a consistent time as possible on Public Streets. The Contractor may tag inappropriately placed Containers and may discontinue service in the event of persistent inappropriate Container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers, in an upright position, with lids closed and attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to driveways, mail boxes, or similar structures.

2.2.2 Single-family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Recyclables shall be collected from all participating Single-family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Recyclables from Single-family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables must be prepared as follows and uncontaminated with food or other residues:

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- Aluminum Cans and Foil: All aluminum cans and clean foil that is placed in the Recycling Cart.
- Corrugated Cardboard: All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
- Glass Containers: All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
- Mixed Paper: All Mixed Paper.
- Newspaper: All newspaper and advertising supplements that are delivered with newspapers.
- Plastic Containers: All plastic bottles, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.
- Polycoated Cartons and Boxes: All plastic coated cartons and boxes that are flattened.
- Scrap Metal: All ferrous and non-ferrous Scrap Metal that is free of wood, plastic, rubber and other contaminants; and meets the size requirements defined for Scrap Metals. Scrap metal shall include small appliances provided they meet the size requirements.
- Tin Cans: All food and beverage tin cans with labels removed.

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining adequate inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons for new Customers, provided that the Contractor shall offer and provide 32-gallon Recycling Carts on request to those Customers requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be screened, molded-on, molded-in or labeled with recycling collection requirements in accordance with Section 2.1.15.6, and shall include a program packet of materials when distributed. The program packet of materials shall include items identified in Section 2.1.22.

Recycling Carts shall be delivered by the Contractor to new Customers or those Customers requesting replacements, within seven (7) days of the Customer's initial request.

2.2.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage and Compostables collection. Single-family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.4. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-family Residence Recyclables from Garbage Customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-family Residence. In this case, the Contractor shall request the Customer to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the Customer continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

The City and Contractor shall cooperate on monitoring the quality of Recyclables set out for collection. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate.

2.2.3 Compostables Collection

2.2.3.1 Subject Materials

Compostables shall be collected each collection cycle from all participating Single-family Residences.

Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

2.2.3.2 Containers

A Compostables Cart shall be provided to all Compostables collection subscribers. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6.

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

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request.

2.2.3.3 Specific Collection

Compostables materials shall be collected weekly March through November and every-other-week December through February from all Single Family Residences who subscribe to Compostables service. Compostables in excess of Cart capacity may be charged as Compostables Extra Units in accordance with Attachment B.

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

2.2.3.4 Foodscraps Collection

The Contractor shall accept uncontaminated Foodscraps included and/or mixed with Yard Debris ("Compostables") in Yard Debris Carts for Single Family Residential Customers who subscribe to the City's Compostables service. The range of materials handled by the Foodscraps collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

On-call Bulky Waste collection shall be offered, and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible.

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.5 Multifamily Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in acceptable Containers as designated in Section 2.2.5.2.

2.2.5.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Multifamily Complex and Commercial Customers shall be offered a full range of Containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) non-compacted or compacted Detachable Containers, and non-compacted Drop-box Containers. The Contractor may also lease compacted Drop-box Containers and Drop-box and Detachable Container Compactors to Customers outside of this Contract at rates negotiated between the Customer and the Contractor.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. All Extra Units shall be documented with a date and time stamped photograph.

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

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request. Customers shall properly care for Containers on the Customer's property, shall use reasonable efforts to protect such Containers from graffiti or negligent misuse, and shall not use such Containers for other than their intended purpose.

2.2.5.3 Specific Collection Requirements

Commercial Garbage collection shall be made available to Multifamily Complex and Commercial Customers daily, Monday through Saturday, during the times specified in Section 2.1.4. Collection at Multifamily sites shall be limited to the same hours as Single-family Residence collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

Roll-out charges shall be assessed in increments used in the Contractor's WUTC tariff only to those Customers for whom the Contractor must move a Container over twenty (20) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six inches from the normally closed position.

2.2.6 Multifamily Complex Recyclables Collection

2.2.6.1 Subject Materials

The Contractor shall collect all Recyclables from Multifamily Complexes that are prepared in a manner similar to that described for Single-family Residence Recyclables in Section 2.2.2.1.

2.2.6.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. Participant informational packets shall be delivered to the Multifamily Complex manager as described in Section 2.1.22. The City may require that common-keyed locks and multiple keys be provided by Contractor at no extra charge to limit contamination of Recycling Carts or Recycling Detachable Containers.

At larger Multifamily Complexes, the Contractor may use Detachable Containers for recycling collection provided that they are completely painted blue per Section 2.1.15.6, clearly distinguished from Containers used for Garbage or Compostables collection and are equipped with City-approved prominent identifying and instructional labels. Upon notice, Contractor is required to equip these with Detachable Containers with special slotted recycling lids provided by the City.

Recycling Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multifamily Complex Recycling Carts shall be relabeled periodically in accordance with Section 2.1.15.6.

2.2.6.3 Specific Collection Requirements

Multifamily Complex Recyclables collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.4 for Multifamily Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. After emptying, Containers shall be replaced in the same location as found.

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When space constraints limit the provision of Containers appropriately-sized for weekly collection, the Contractor shall provide more frequent collection, as necessary, of smaller Containers to provide adequate total recycling capacity for the Multifamily Complex site.

2.2.7 Multifamily Complex and Commercial Customer Compostables Collection

2.2.7.1 Subject Materials

Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

2.2.7.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts and Detachable Containers.

Extra Yard Debris material that does not fit in a Compostables Cart or Detachable Container shall be bundled or placed in Kraft bags or Customer-owned 32-gallon (maximum) Containers labeled 'yard'.

Compostables Carts shall be delivered by the Contractor to new Multifamily Complexes or Commercial Customers within three (3) days of the Customer's initial request.

2.2.7.3 Specific Collection Requirements

Compostables shall be collected from Multifamily Complex and Commercial Customers at the same frequency schedule for Single-family Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Compostables in excess of the subscribed Container size may be charged as Extra Units in 96-gallon increments, with each Extra Unit equaling 96 gallons.

The Contractor shall collect Containers at defined Multifamily Complex or Commercial Customer Container spaces. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location.

2.2.8 Drop-Box Container Garbage Collection

2.2.8.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Multifamily Complex and Commercial Customers, in accordance with the service level selected by the Customer.

2.2.8.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

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

2.2.8.3 Specific Collection Requirements

Single-family Residence, Multifamily Complex and Commercial Customer Drop-box Container collection must occur during the hours and days specified in Section 2.1.5. Collection of Drop-box Containers in Single-family Residence and Multifamily Complex areas and multi-use buildings containing Multifamily Complexes shall be limited to the same hours as Single-family Residence collection.

The Contractor shall provide dispatch service and equipment capability to collect full Drop-box Containers no later than the next business day after the Customer's initial call. The Contractor shall maintain a sufficient Drop-box Container inventory to provide empty Containers to new and temporary Customers within three (3) business days after the Customer's initial call.

2.2.9 Temporary Container Customers

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-boxes to Single-family Residence, Multifamily Complex and Commercial Customers who require service for less than ninety (90) days on an on-call basis. Charges for temporary Detachable Container service listed in Attachment B shall include collection and disposal. Disposal charges for temporary Drop-box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Delivery and rental charges shall be itemized and charged separately, at the rates listed in Attachment B. The Contractor may charge a deposit to be paid in advance of service equal to the average disposal fee for the size of temporary Container ordered if the creditworthiness of the individual Customer is in doubt.

2.2.10 Municipal Services

The Contractor shall provide weekly Garbage and Recyclables collection services on regularly scheduled weekly routes to all City municipal facilities within the City Service Area, without charge. At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

2.2.11 Multiple -Use Buildings

Service in Multiple-Use Buildings shall be apportioned between Residential and Commercial Customers. Residential Customers shall be provided Single-Family or Multifamily Recyclables collection and shall be charged the appropriate Residential rates for their portion of Garbage collection service. Commercial Customers shall pay only their regular Commercial rates which exclude the component for Recyclables collection. In the case of a dispute, the City shall intervene and the City's decision shall be final.

2.2.12 Other Solid Waste Collection Services

The Contractor may occasionally provide other regularly scheduled services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall use current rates approved by the WUTC under the Contractor's Kent-Meridian Tariff (or successor tariff) for the service provided. If the intended services are not covered by either this Contract or the Contract's WUTC tariff, the Contractor shall notify the City and propose a Customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service.

2.2.13 Mandatory Collection Enforcement

The Contractor shall use commercially reasonable efforts to assist the City with enforcing mandatory collection requirements throughout the City Service Area. If a route driver notices a non-complying residence or business, then that driver shall notify Contractor management of the apparent non-compliance. The Contractor shall then ascertain the account status of that residence or business, and shall contact that potential customer via telephone or mail to inform them of the Municipal Code requirement to subscribe for collection. If the potential customer does not comply with collection requirements within thirty (30) days, the Contractor shall provide the name, address and contact history in its monthly report to the City and shall provide service and then bill that customer with once-per-month single Garbage Can service.

In addition, each Spring the Contractor shall compare a City-provided listing of utility service addresses with its customer list to identify any City residences or businesses that have failed to comply with mandatory collection requirements. The Contractor shall solicit those potential customers as set forth above and inform the City of those potential customers that fail to subscribe to collection services.

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the Contractor shall be responsible for:

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- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City, and shall ensure that the Contractor handles Garbage in accordance with the City's interlocal agreements governing solid waste management.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.
- Collecting, processing and marketing Recyclables and Compostables collected by the Contractor in the City Service Area.
- Providing cart and Container assembly, maintenance, painting, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Customer accounts and providing appropriate customer support.
- Billing, receiving, posting Customer payments and deposits, and adding educational information to bills, if requested by the City.
- Procuring all equipment and bearing all start-up, operating maintenance, and transition costs for collection and processing or disposal of Garbage, Recyclables and Compostables, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to collect materials, maintain and distribute equipment and related customer service functions.
- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970)/WISHA (Washington Industrial Safety and Health Act of 1973) standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.4, and providing proof of this insurance to the City annually.

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- Providing a valid Contractor's performance and payment bond in accordance with Section 6.5, and providing proof of this bond to the City annually.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to Customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining Containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.
- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. Exception shall be made for termination for cause or voluntary termination, in which case the Contractor shall use best efforts to notify the City within one business day of the termination.

2.3.1.2 City's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.
- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignments, subcontracting or delegation of contractual duties.

- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operations meetings with the Contractor, as necessary.

2.3.2 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-box Containers and special collections, correlating service levels to current invoices, all Customer billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

2.3.2.1 Office Location

The Contractor shall maintain a principal office in King County within twenty (20) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code (currently 425, 253 or 206) phone number. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and designated holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

The Contractor shall maintain an emergency telephone number for use by City staff outside normal office hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.3.2.2 Customer Service Requirements

2.3.2.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests from multiple incoming telephone calls simultaneously. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be

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insufficient by the City to handle Customer complaints and service requests, the Contractor shall increase staffing levels to meet Contract performance criteria

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

2.3.2.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

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

2.3.2.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty-five (35) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for thirty-five (35) or more seconds. A Customer shall be able to talk directly with a customer service representative when calling the Contractor's customer service telephone number during office hours. An automated voice mail service or phone answering system may be used when the office is closed.

2.3.2.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective

measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall be subject to performance fees.

2.3.2.2.5 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be fully knowledgeable of all collection services available to City Customers, including the various services available to Single-family Residence, Multifamily Complex and Commercial Customers. For new Customers, customer service representatives shall explain all garbage, recycling, Compostables and Foodscrap collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of all recycling, Compostables and Foodscrap preparation specifications. Policy questions resolvable by the City shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have instantaneous electronic access to customer service data and history to provide efficient and high-quality customer services.

2.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-family Residence Customers shall be billed at least quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The bill's due date shall be no sooner than fifteen (15) business days after the date the bill is mailed. The Contractor may make account adjustments for over- or under-charges, provided that under-charges may only be charged for services provided within ninety (90) days of the bill date.

Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and NSF ("bounced") check charges, as well as the actual third party costs of bad debt collection. Late fees shall not exceed one percent (1%) per month and NSF charges shall not exceed twenty-five dollars (\$25.00) per NSF check or actual bank charges, whichever is greater.

Single-family Residential Customers may temporarily suspend service due to vacations or other reasons no more than four times a year in one (1) week increments and be billed pro-rata for actual services received.

All Single-family Residence Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Subscription Compostables services shall be itemized separately. All Multifamily Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Commercial Customer and Multifamily Complex Compostables services shall be itemized and charged separately.

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The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Compostables collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request. The Contractor shall submit the billing format and design to the City for review and approval.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor and report Customer subscription levels, record Extra Unit Garbage and Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than two years.
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for solid waste collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines/space for customer service messages on Customer bills.
- Including Contractor phone numbers for customer service on Customer bills.

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

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

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related

to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Compostables and recycling facility certified weight slips, and Customer charges and payments.

2.3.4 Reporting

The Contractor shall provide monthly and annual reports to the City as described in this section. In addition, the Contractor shall allow City staff access to pertinent operations information such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.4.1 Monthly Reports

On a monthly basis, by the twenty-fifth (25th) day of each month, the Contractor shall provide a report to the City containing information for the previous month for services provided under this Contract. Reports shall be submitted in electronic format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of resolution and any additional driver's notes or comments.
- (2) A tabulation of the number of single family, commercial and multifamily accounts.
- (3) A compilation of program participation statistics including: a summary of multifamily and commercial participation in recycling programs, set-out statistics for residential Garbage, Compostables and Recyclables collection services, and log of bulky items.
- (4) A tabulation of subscription Customer counts by service level and collection frequency for residential, multifamily and commercial sectors.
- (5) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- (6) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices:
- (7) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- (8) A description of any vehicle accidents infractions, or insurance claims against Contractor.
- (9) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting Contract standards with the truck number

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and date of use), customer service or other related activities affecting the provision of services; and

(10) Missed Pickup and Recovery Log.

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

2.3.4.2 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide a report containing the following information:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
3. A discussion of promotion and education efforts and accomplishments.
4. An inventory of current collection and other major equipment.
5. A list of multifamily and commercial recycling sites pursuant to Section 2.3.5.

2.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to two (2) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than a total of one hundred (100) staff hours per year to complete.

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

2.3.5 Promotion and Education

The City shall have primary responsibility for developing, designing and executing general waste reduction/recycling public education and outreach programs, with the assistance and cooperation of the Contractor. The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing on-going Recycling promotion, at the direction of the City.

Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multifamily Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multifamily Complex and Commercial Customer sites; Garbage, Recycling and Compostables status; Container sizes, service frequency, and types; Customer contact dates and outcome of such contacts; and suggestions for increasing participation or other program improvements.

The Contractor shall keep the public informed of programs and encourage participation through an annual service update. Each fall, the Contractor shall provide an annual service update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The annual service update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection calendar and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information. Materials shall be TTY accessible and alternative language formats upon request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City shall work cooperatively with the Contractor for timely inclusion of such materials.

2.3.6 Field Monitoring

The City may periodically monitor collection system parameters such as participation, Container condition, Container weights, waste composition and Customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City and the Contractor.

2.3.7 Transition to Next Contractor

The Contractor shall be expected to work with the City and any successive contractor(s) in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor shall provide a detailed updated Customer list, including Customer name, service address, mailing address, and collection and Container rental service levels to the successive contractor within seven (7) days request of the City.

3. Compensation

3.1 Compensation to the Contractor

3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

The initial Attachment B shall be the WUTC Tariff 27 under the Fiorito Enterprises, Inc. and Rabanco Companies G-60 certificate effective on the starting date of this Contract, as amended by the WUTC from time to time during the term of this Contract.

Attachment B may be amended either by mutual agreement of the City and Contractor or by operation of WUTC rate regulatory changes to Certificate G-60 WUTC Tariff 27 currently used by the Contractor's affiliate.

In the event that the Contractor submits a rate modification request to the WUTC, the Contractor shall provide the City a duplicate copy of the Customer notices and any approved tariff revisions within five business days of the WUTC approval of said tariff.

The rate for Single-family Compostables collection shall be initially established at \$10.80 per month for a 64-gallon Compostables Cart and \$11.90 per month for a 96-gallon Compostables Cart. That rate shall be subject to adjustment consistent with any such changes in the Single-family Yard Debris rate in the currently applicable tariff for Certificate G-60. All adjustments in the Contract for Single-family Compostable Cart collection rates shall be proportionate to any adjustments in bi-weekly Yard Debris rates authorized for customers in Certificate G-60 territory.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste collection, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The City administrative fee shall not be itemized separately on Customer invoices.

3.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations and may discontinue service to non-paying Customers provided that such Customers are provided with ten (10) days prior written notice that service will be discontinued for non-payment. The Contractor may charge a one-time thirty-five dollar (\$35) cart redelivery fee to Customers who want to restart service who have previously had their service terminated for nonpayment and had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g. Garbage, Recyclables, Compostables).

3.2 Compensation to the City

The Contractor shall increase all rates listed in the then-effective WUTC tariff as described below to remit a net Administrative Fee of 3.0 percent (3.0%) to the City. On the last working day of each month of the Contract term starting October 31, 2011, a 3.0% Administrative Fee shall be submitted to the City based on the prior month's receipts, with the final payment due on the last working day of the month after the termination of this Contract. The Contractor shall retain the same level of compensation that it would receive if it were being paid WUTC tariff rates.

In calculating the appropriate increase to WUTC tariff rates necessary to achieve the 3.0% Administrative Fee payment to the City, the Contractor will determine the amount necessary to offset business and occupation taxes on the Administrative Fee, and add that to the Administrative Fee. All fees charges under this Contract shall be subject to the Administrative Fee except for the disposal portion of invoices to Drop-box Customers, which shall remain based on actual disposal charges for that particular load.

For example, the Contractor's Single-family Garbage Can rate of \$16.43 (excluding the recycling credit) in effect in October 2011 would be adjusted as follows:

WUTC net rate of \$16.43 + 3.0% Administrative Fee of \$0.49 + B&O tax of \$0.01 = \$16.93.

In the event that the Administrative Fee percentage is adjusted by the City, the Contractor shall adjust the amount included in customer rates based on the actual amount of the Administrative Fee percentage plus or minus the change in City and/or state business and occupation tax. The Contractor shall notify provide a City-approved rate change notification to Customers.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's actual receipts during any accounting period during the term of the Contract. The audit shall be

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confined to confirming Customer billing rates, Contractor receipts for services provided under this Contract, and bad debt recovery.

The Contractor's failure to pay or reoccurring late payments shall be considered a breach of this Contract.

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

4. Failure to Perform, Remedies, Termination

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic and performance fees for certain infractions and through Contract default for more serious lapses in service provision.

4.1 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the City reserves the right to declare the Contractor to be in default in the event of any violation, which shall include, but not be limited to, the following:

1. The Contractor fails to continue the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on October 1, 2011 or for a period of more than five (5) consecutive days at any time during the term of this Contract (other than due to a Force Majeure event).
2. The Contractor fails to obtain and maintain any pertinent permit or license required by the City, King County, or any federal, state or other regulatory body required for the collection of materials under this Contract.
3. The Contractor's noncompliance creates a hazard to public health or safety.
4. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

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

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

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein. Pending consideration by the surety of said option to assume the services provided under this Contract, the City may employ such work force and equipment as it may deem advisable to continue the services provided under this Contract. The cost of all labor, equipment and materials necessary for such services provided under this Contract shall be paid by the Contractor in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

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

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

4.2 Availability of Collection Vehicles

All vehicles, Facilities, equipment and property used by the Contractor shall be listed in an inventory supplied to the City and updated annually ("Contractor's Inventory"). Unless an approved replacement or substitute is provided, all vehicles, Facilities, equipment and property identified in the Contractor's Inventory for use in the performance of this Contract shall be available for the City's use in the case of default in collecting Solid Waste, Recyclables and Compostables in the City for the duration of this Contract; when provided, this Section applies to any replacement or substitute. Rent for the City's use of Contractor's Inventory shall be negotiated between the parties based upon the historical cost of the inventory less any accumulated depreciation. Disputes shall be resolved in accordance with this Contract.

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5. Notices

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

To City: Solid Waste Coordinator
City of Renton
1055 S. Grady Way
Renton, WA 98057

To Contractor: Rabanco, Ltd.
Attn: Pete Keller
1600 127th Avenue NE
Bellevue, WA 98005

With a copy to: Republic Services, Inc.
Attn: General Counsel
18500 N. Allied Way
Phoenix, AZ 85054

6. General Terms

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables and construction/demolition materials within the City Service Area. The City shall use its best efforts to protect this right in the Contractor and will join or instigate litigation to protect the right of the Contractor unless such action is viewed objectively as imprudent or otherwise contrary to the public interest. The Contractor may independently enforce its rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor.

This Contract provision will not apply to Garbage, Recyclables or Compostables self-hauled by the generator; to Source-Separated recyclables hauled by common or private carriers (including drop-off recycling sites) from commercial premises that contain at least ninety percent (90%) recycled materials; to construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; or to Yard Debris generated and hauled by private landscaping services. For the purposes of clarification, mixed loads of commercial dry waste materials that do not contain at least 90% recyclable materials shall be hauled exclusively by the Contractor.

The Contractor shall retain control of Garbage, Recyclables, construction/demolition materials and Compostables once these materials are placed in Contractor-owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables, construction/demolition materials or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables,

construction/demolition materials or Compostables shall be the financial responsibility of the Contractor.

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, billing and service records related to this Contract that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract reflecting the Contractor's services provided under this Contract.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the term of this Contract; provided, however, that Contractor shall be obligated to retain the weight slips no more than seven years.

6.3 Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding proper methods of providing the services required under this Contract, and all conditions affecting the services to be provided under this Contract, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed as set forth by the Contract. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all of such conditions, that its conclusion to enter into this Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City that may be erroneous.

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for default of this Contract in accordance with Section 4.2.

6.4.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be shown as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be shown as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent primary and non-contributory coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.4.3 Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers to the extent of Contractor's negligence. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be

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in excess of the Contractor's insurance and shall not contribute with it for claims resulting from Contractor's negligence.

2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by mail has been given to the City.

6.4.4 Acceptability of Insurers

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

6.4.5 Verification of Coverage

The Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.4.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor in advance of work being performed by each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of one hundred thousand dollars (\$100,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration. Failure to make bond payments and to keep the bond current shall be cause for default of this Contract in accordance with Section 4.2.

6.6 Indemnification

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6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and reasonable attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor's negligent exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

6.6.3 Industrial Insurance Immunity Waiver

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

6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this Contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this Contract.

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6.8 Confidentiality of Information

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

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor at the notice address set forth in Section 5 herein and upon the written request of the Contractor, received by the City within ten (10) days of the receipt of such notice, shall postpone disclosure of the documents for a reasonable period of time as permitted by law to enable the Contractor to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

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

6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City and submittal of proof of insurance coverage.

When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor or obligor does not comply with this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to a one (1) year evaluation period during which the City may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

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For the purposes of this Contract, any Change in Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability. The City agrees to cooperate with the Contractor in executing a novation agreement, and not to unreasonably refuse to do so.

6.10 Laws to Govern/Venue

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

6.10.1 Alternative Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to this Contract shall be subject to mandatory mediation in accordance with the rules of the Judicial Dispute Resolution LLC, Arbitration Service of Seattle or the American Arbitration Association. Each party shall otherwise bear its own expenses and an equal share of the expenses of the mediator and any fees and costs in association therewith. The parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

If a dispute arises out of or relates to this Contract and is not susceptible to mediation, the parties may agree to attempt to resolve the dispute by submitting the dispute for arbitration. Arbitration shall be conducted by a maximum of 3 arbitrator(s) in accordance with the rules of Judicial Dispute Resolution, Arbitration Service of Seattle or the American Arbitration Association, the rules of which are deemed incorporated by reference into this clause. All arbitration costs shall be borne equally by the parties and the parties shall pay their own attorney's fees and costs in association therewith.

If such dispute is not resolved by arbitration or mediation, the parties shall have the right to resort to any remedies permitted by law. Prevailing party to any suit and remedies permitted by law shall also be awarded all court costs incurred to include all attorney fees, and administrative cost arising out of such dispute.

6.11 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the subject matter of this Contract, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. The Contractor shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts.

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

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

6.12 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

6.13 Permits and Licenses

The Contractor and subcontractors shall secure a City business license if required and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein at its sole expense.

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

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6.14 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

6.15 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract. The Contractor is specifically allowed to negotiate separate agreements with Customers for compactor leasing, portable toilet services and for commercial recycling services not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract.

6.16 Bankruptcy

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

6.17 Amendment of Contract

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

6.18 Force Majeure

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, strikes, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

6.19 Illegal Provisions/Severability

At the discretion of the City, if any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

6.20 Waiver

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

6.21 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-B, represent the entire agreement of the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

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

FIORITO ENTERPRISES, INC.

CITY OF RENTON

By _____

By _____

Denis Law, Mayor

RABANCO COMPANIES

Attested: _____

City Clerk

By _____

Approved as to Form:

By _____

City Attorney

Attachments:

- A: Service Area Map
- B: Contractor Rates

Attachment B – Contractor Rates

Initial Contractor rates shall be the Certificate G-60 Tariff 27 WUTC rates in effect October 1, 2011, with the exceptions noted below. These rates may change from time to time, upon which the WUTC approved tariff changes shall be adopted into this attachment by reference on their effective date.

Exceptions and Interpretations:

1. Single Family Compostables shall be provided in accordance with Section 3.1.1. If an equivalent weekly cart-based Compostables collection program is implemented in the G-60 Tariff, the new G-60 Tariff rate will supersede the Contract rate provided in Section 3.1.1.