

COMPREHENSIVE
GARBAGE, RECYCLABLES, AND COMPOSTABLES
COLLECTION SERVICES
CONTRACT

City of Ruston
and
[PROPONENT]

April 24, 2020 – July 31, 2025

This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract") is made and entered into this _____ day of _____, 2020 (hereafter the "Date of Execution"), by and between the City of Ruston, a municipal corporation (hereafter "City"), and [PROPONENT] (hereafter "Contractor").

RECITALS

WHEREAS, the City has experienced growth and has determined it would be beneficial to the City to privatize solid waste service within the City, including recycling and organics; and

WHEREAS, the City and the Contractor have negotiated an agreement that reflects the values of the Ruston Community and provides a competitive rate; and

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the services as requested: and

WHEREAS, the City desires to enter into this Contract with the Contractor for the services of recycling, garbage and compostable collection services;

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

AGREEMENT

1. DEFINITIONS

The following definitions apply to terms used in this Contract:

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

Cart: A Contractor-provided 20-, 35-, 65-, or 95-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant and kept in sanitary condition by the Contractor at all times.

Change of Control: The term "Change of Control" means any single transaction or series of related transactions by which the beneficial ownership of more than 50% of the voting securities

of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

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

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

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food scraps generated by any Residential or Commercial customers. Shredded uncontaminated paper shall be accepted as a Compostable material.

Contractor: [PROPONENT], which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Compostables.

Container: Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

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

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

County: Pierce County in Washington State.

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

Customer: All account-holders of the Contractor’s services within the City.

Date of Commencement of Service: August 1, 2020, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

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

Day/Days: Calendar days unless otherwise specified.

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

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

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

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

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

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

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

are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current Pierce County sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable materials, or Source-separated Compostables.

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

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

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

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

Multifamily Complex: A multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service.

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

Party: Either the City or the Contractor.

Parties: The City and the Contractor.

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

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

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

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

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

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

Service Area: The service boundaries indicated in Attachment A as of the Date of Commencement of Service.

Pierce County Disposal System: The areas owned, leased, or controlled by Pierce County, Washington for the disposal of Garbage, or such other site as may be authorized by the current Pierce County Comprehensive Solid Waste Management.

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

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

Strike Contingency Plan: The plan the Contractor will develop pursuant to Section 4.1.19 of this Contract.

Transition and Implementation Plan: The plan that the Contractor will develop pursuant to Section 4.1.22 of this Contract.

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

WUTC: The Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, pruning, branches and small trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six (6) feet in height are acceptable. Kraft paper bags, or Garbage Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

2. TERM OF CONTRACT

The Term of this Contract is five (5) years starting on the Effective Date and expiring five years after the commencement of service (July 31, 2025). At the City's sole discretion, the Contract may be extended for an additional five (5) year term.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.

- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4. SCOPE OF WORK

4.1 General Collection System Requirements

4.1.1 Service Area

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

4.1.2 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Charges for customers requesting that the Contractor drive into the private driveway are to be used only for requested service on Driveways and are prohibited on Private Roads.

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

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

4.1.3 Hours/Days of Collection

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

All collections from Commercial Customers may be made at any time provided that service to Commercial Customers shall neither disturb Residential Customers in adjoining Residential zoned areas, nor violate the noise provisions of the Ruston Municipal Code. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the Ruston Municipal Code. The City's noise ordinance (Chapter 9.19 of the Ruston Municipal Code) may further restrict these terms and hours of collection.

4.1.4 Employee Conduct

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

emblem visible to the average observer. At the City's option and direction, the Contractor's employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. The City reserves the right to request at any time that the person be removed from all performance of additional work under this Contract. The Contractor shall remove the employee from Contract work immediately. Nothing in this provision shall be construed as placing the responsibility of supervising the Contractor's employees on the City.

4.1.5 Disabled Persons Service

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

4.1.6 Holiday Schedules

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

4.1.7 Inclement Weather

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. The Contractor

shall notify the City by telephone or email of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City not later than 3:00 p.m. on the same business day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide automated notification calls, texts or e-mails (at Customers' preference) to all missed Customers by 5:00 p.m., including information about when their next collection is expected.

In the event that collection services are interrupted for one week for one or more Single-Family Residential Customers, the Contractor shall collect Garbage, Recyclables and Compostables from those Customers with interrupted service on their next regularly scheduled collection day. The Contractor shall collect Garbage, Recyclables and Compostables from Multifamily Complex and Commercial Customers as soon as safely possible.

In the event that collection services are interrupted for two or more collection cycles for one or more Single-family Residential Customers, the Contractor shall provide temporary Residential Garbage and Recycling collection sites on the day of the second missed day using driver-staffed Drop-box Containers or other suitable equipment, with no extra charge assessed for such temporary service. These sites shall remain open for collection until regularly scheduled service resumes for those missed areas during the same business hours as the County transfer stations. In addition, the Contractor shall credit Customers for the non-disposal component of the missed services.

For all Customers, the Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

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

Weather policies shall be included in program information provided to Customers and on the Contractor's city-specific webpage. The Contractor shall provide automated notification calls, texts, or e-mails (at Customers' preference) to all missed Customers by 5:00 p.m., including information on when their next collection is expected.

4.1.8 Suspending Collection from Problem or Delinquent Customers

Problem Customers. The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but are not limited to, repeated damage to

Contractor-provided containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

This section shall not apply to delinquent accounts.

Delinquent Customers. For Delinquent Customer accounts, the Contractor may suspend service if an account is more than ninety (90) days past due. Contractor shall work with delinquent customers to restore service as soon as possible, including establishing payment plans to facilitate the customer in bring his/her account current. [INSERT OR REFERENCE PROPONENT'S SPECIFIC PROCEDURES AS ACCEPTED TO THE CITY.]

4.1.9 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the quality assurance protocol in Section 4.1.11, of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within twenty-four (24) hours of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9:00 AM the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 4.3.4).

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

4.1.10 Same Day Collection

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

4.1.11 Requirement to Recycle and Compost and Quality Assurance

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

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

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

Concurrently with the start of this Contract, the Contractor shall implement an on-route quality assurance program for Recyclables and Compostables consistent with industry best management practices for tagging, probationary periods, material rejection, and suspension of service. The quality assurance protocol will address thresholds for when contamination levels trigger Customer contact, when to place a Customer on service probation for possible discontinued collection, when to suspend collection service and remove the subject Carts or Containers, and finally but not limited to, procedures to allow a Customer to reinstate and resume service after

it has been suspended after following established contamination protocols. The Contractor shall implement the protocol consistently for all Customers and shall notify the City via email of any Customer being handled under the protocol. The City and Contractor shall mutually negotiate and agree on a process reflecting current best management practices used regionally for route monitoring for both Single-family Residential and Commercial/Multifamily sectors. The Contractor and City shall periodically review and update these procedures to ensure that contamination problems are addressed promptly, fairly, and consistently for all sectors.

4.1.12 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables and Compostables shall be collected from each Single-family Residence no later than forty-five (45) days prior to the Date of Commencement of Service. Likewise, the Contractor shall indicate, on a map acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and Compostables from each Multifamily Complex and Commercial Customer.

The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the effective date of the proposed change to and obtaining written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written, telephone, and/or e-mail notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, such approval shall not be unreasonably withheld. The Contractor shall be solely responsible for all costs to inform Customers of their new collection day.

4.1.13 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use collection vehicles for Garbage, Recyclables, and Compostables collection services performed under this Contract that meet or exceed 2016 Federal emissions standards. Back-up vehicles used fewer than thirty (30) operating days a calendar year shall not be subject to the standards that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

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

Vehicles shall have a switchable placard that clearly indicates the material stream currently being collected by that vehicle. The lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 6.1.

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

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used within the Service Area until repairs are made. Clean-up of any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to them being removed from service shall be initiated within three (3) hours of being noticed/notified by route staff, Customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City-designated spill reporting telephone number of any spills that enter drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 6.1. The Contractor shall notify the City and the Customer of any leakage from non-Contractor-owned Containers immediately so that those spills may be addressed in a timely manner.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles, are vehicle "wrap" type décor, or on special placards attached to vehicles. The City's approval shall be in writing and solely within the City's discretion. Vehicle inventory numbers shall be displayed on the rear panel of the vehicle body and shall show, in lettering at least 6" high, an abbreviated truck designation number specific to the City. For example, M-1, M-2, etc. limited to a two-digit letter and numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The City may approve a different numbering system proposed by the Contractor if it meets the objective of rapid and memorable truck identification. Spills shall be

reported immediately to the City. Driving complaints shall be reported within seventy-two (72) hours to the City, or on the next business day which ever period is longer.

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

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

The Contractor shall maintain all vehicles used in the City Service Area in a manner intended to achieve reduced emissions and particulates, noise levels, operating cost, and fuel use.

4.1.14 Container Requirements and Ownership

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

The City will transfer ownership of the residential carts to the Contractor, upon ratification of the Contract. Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, except for compacting Drop-box Containers, which may be Customer-owned or leased from other parties. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

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

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

4.1.14.1 Garbage, Recyclables, and Compostables Micro-cans, Carts and Food Mini-cans

The Contractor shall provide a 20-, 35-, 65-, and 95-gallon Garbage Carts for the respective level of Garbage collection which are green in color, and 65- or 90-gallon Recyclables and Compostables Carts for the respective level of Recyclables or Compostables collection. Recyclables carts shall be blue in color and Compostables carts shall be tan in color. Food Mini-cans shall be provided in lieu of a Compostables Cart upon Customer request. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All Carts must have materials preparation instructions and telephone and website contact information printed on a sticker on the lid.

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

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Micro-cans and Carts (including those for Garbage, Recyclables, and Compostables) and Food Mini-cans, and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's expense. Any Micro-can, Cart or Food Mini-can that is damaged or missing on account of an accident, collection truck mechanical error, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or the City. In the event that a Micro-can, Cart or Food Mini-can is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, Customers shall be notified on the same day via a door knocker tag of the incident and a replacement cart shall be provided within twenty-four hours of the loss. Replacement Micro-cans, Carts and Food Mini-cans may be used and reconditioned, but shall be presentable and cleaned before delivered to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval, pursuant to Section 4.1.8 of this Contract.

4.1.14.2 Detachable Containers and Drop-box Containers

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

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

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

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

As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Inspector, Pierce County Health Department inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard. The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers who must stage their Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Customers' primary Container shall be supplied by the Contractor, with the exception of compactors. Customers may elect to own or secure secondary Containers from other sources and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. However, Containers owned or secured by Customers must be properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not required to service Customer Containers which are not compatible with the Contractor's equipment.

In the event that a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a City-approved Container repair or replacement fee and/or discontinue service to that Customer, provided the City provides previous written approval.

4.1.14.3 Ownership

To the extent requested by Contractor, the City will assign its rights to the City's owned Carts and Containers.

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

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

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

4.1.14.4 Container Colors and Labeling

The City will provide the contractor with the current inventory of garbage carts. It will be the responsibility of the contractor to adhere labels to the carts, reflecting the change in service

provider. The labels should denote that the cart is for garbage and contain a list of excluded items or items that can be recycled.

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

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

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

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

4.1.14.5 Container Weights

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

If a Container exceeds the limits specified, the Contractor shall collect the Container if it can safely do so, and provide notification to the Customer via written tag.

4.1.14.6 Container Removal Upon City or Customer Request

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

4.1.15 Inventory of Vehicles and Facilities

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 4.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

4.1.16 Spillage

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

Any leakage or spillage of materials upon the road surface or exposed appurtenances that occurs during collection shall be immediately cleaned up or removed by the Contractor at its sole expense. Any associated spillage or leakage entering the City's municipal storm system shall be cleaned to the extent possible by the Contractor's staff. The Contractor shall be responsible for the City's costs in the event that City staff or contractors are required for spill containment or cleaning due to the Contractor's action. The Contractor shall document the fluid leakage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 6.1 and may be subject to fines pursuant to City municipal code. Should a leakage or spillage occur during collection, the Contractor shall notify the designated City contact and expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the reported leak or spillage, who reported the incident, and measures made to correct the incident and report this information via e-mail to the Contract administrator within three (3) hours. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 6.1.

4.1.17 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a partial or city-wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by city-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the City and Contractor each agrees to negotiate in good faith and in accordance with Section 8.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 4.3.4.1. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

4.1.18 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 and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's Customers.

4.1.19 Contractor Planning and Performance Under Labor Disruption

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

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

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within eight (8) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and Customer counts of served and un-served customers by material stream and service sector.

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

In the event that a disruption lasts more than one full Single-family Residential collection cycle, the Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in approved locations throughout the

affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

If there is no make-up collection, the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

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

1. A cost reimbursement amount of one thousand dollar (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. A performance fee of one thousand five hundred dollars (\$1,500) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
3. A performance fee of twenty-five hundred dollars (\$2500) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
4. A performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

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

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of one thousand five thousand dollars (\$1,500) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City's invoice.

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

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

4.1.20 Site Planning and Building Design Review

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

4.1.21 Safeguarding Public and Private Facilities

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

4.1.22 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of

Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

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

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

4.1.23 Performance Review

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

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

The costs of the development and implementation of any action plan required under this Section 4.1.23 or Section 6.1 for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by

the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

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

4.1.24 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or Ruston City Hall, at the City's option, on a weekly basis during the period two months before and two months after the Date of Commencement of Service and monthly throughout the term of the Contract to discuss operational and Contract issues.

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

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

4.1.25 Collection/Disposal Restrictions

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

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

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

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

4.1.26 Emergency Response

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

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

4.2 Collection Services

4.2.1 Single-Family Residence Garbage Collection

4.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence Customers in, and adjacent to, Garbage Cans, bags, and Garbage Carts.

4.2.1.2 Containers

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

4.2.1.3 Specific Collection Requirements

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

1. One 20-gallon Garbage Cart;
2. One 35-gallon Garbage Cart;
3. One 65-gallon Garbage Cart; and
4. One 95-gallon Garbage Cart.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than 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. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers in an upright position, with lids closed and attached to their original set out location.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected. The Contractor may charge for drive-in service if requested by the Customer.

The Contractor shall advise Customers on appropriate strategies for addressing wildlife problems, including providing information on Customer behavioral changes, additional containerization, appropriate set-out times and locations and, when necessary, shall provide enhanced carts at no additional cost to resolve particular problems with small wildlife. The Contractor shall also offer bear-resistant Carts to requesting Customers at the additional rental and service fee detailed in Attachment B.

4.2.2 Single-Family Residence Recyclables Collection

4.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residence Customers as part of basic Garbage collection services in accordance with the rates set forth in Attachment B. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Attachment C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

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

4.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 65-gallons, provided that the Contractor shall offer and provide 95-gallon Recycling Carts on request to those Single-Family Residence Customers requiring more capacity than provided by the standard 65-gallon Recycling Cart.

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

4.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-

disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location, and out of any Public Street, in an orderly manner.

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

4.2.3 Single-Family Residence Compostables Collection

4.2.3.1 Subject Materials

Properly-prepared Compostables shall be collected from all subscribing Single-Family Residence Customers.

4.2.3.2 Containers

The Contractor shall provide one Compostables Cart to each subscriber at no charge and shall provide additional Compostable Carts at the rental fee provided in Attachment B. The default Compostables Cart size shall be 65-gallons. The Contractor shall also provide a smaller capacity Food Mini-can for Customers wishing to use a Container only for Food Scraps. The model Food Mini-can used by the Contractor shall be approved in writing by the City prior to the Contractor purchasing inventory.

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

Compostables Carts shall be delivered by the Contractor to new subscribers and subscribers requesting a replacement Compostables Cart within seven (7) days of the Customer's initial request.

The Contractor shall provide and distribute to all requesting Single-Family Residence Customers a kitchen Food Scrap collection container, previously approved by the City in writing, with a capacity of approximately 9.6 quarts. The Contractor shall include instructional materials, subject to the City's prior written approval, with all kitchen Food Scrap collection containers. Distributed Food Scrap collection containers shall include at least two biodegradable liner samples, provided at the Contractor's cost.

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

4.2.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all subscribers. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. Compostables in excess of 95 gallons may be charged as Compostables Extra Units in 32 gallon increments in accordance with Attachment B, provided that for two collection cycles immediately following a City-designated storm event, up to 95 additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge.

Customer wishing to compost Christmas trees shall be required to cut the trees into sections no longer than four feet and place trees in Compostable Carts wherever possible. Trees collected under this program shall not be considered Compostables Extra Units subject to additional fees.

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

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

4.2.4 Multifamily Complex and Commercial Customer Garbage Collection

4.2.4.1 Subject Materials

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

4.2.4.2 Containers

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and directed by the City.

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

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

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

4.2.4.3 Specific Collection Requirements

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

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

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

4.2.5 Multifamily Complex and Commercial Recyclables Collection

4.2.5.1 Subject Materials

All properly prepared Recyclables listed in Attachment C for Multifamily and Commercial Customers shall be collected as part of the basic Garbage collection services, without extra charge and without limit. The City reserves the right to engage in product stewardship and/or waste

prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

4.2.5.2 Containers

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

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

4.2.5.3 Specific Collection Requirements

Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

4.2.6 Multifamily Complex and Commercial Customer Compostables Collection

The Contractor shall provide subscription-based Compostables collection services on the City's approval to requesting Multifamily Complexes and Commercial Customers.

4.2.6.1 Subject Materials

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

4.2.6.2 Containers

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

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

1. One 35-gallon cart
2. One 65-gallon cart
3. One 95-gallon cart
4. 1 Yard
5. 1.5 Yards
6. 2 Yards
7. 4 Yards
8. 6 Yards

4.2.6.3 Specific Collection Requirements

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

4.2.7 Drop-Box Container Garbage Collection

4.2.7.1 Subject Materials

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

4.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 4.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

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

4.2.7.3 Specific Collection Requirements

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

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

4.2.8 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within twenty-four (24) hours after the Customer's initial request. The charges for temporary Detachable Container service as listed in Attachment B shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.

4.2.9 Special Event Services

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

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

4.2.10 City Services

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

Facility	Address
Ruston City Hall	5117 N. Winnifred St.
City Police Department & Mary Joyce Community Center	5219 N. Shirley St.
W. R. Rust Park	

At any time during the Term of this Contract, the City may add up to two City facilities and up to two additional City parks in addition to those listed above.

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

4.2.11 Community Events

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

Additional City event services for the public (above the two provided at no cost each year) or any event conducted by private Customers shall be charged at the rate listed in Attachment B. Rates are all-inclusive for delivery, setup and collection of containers.

4.2.12 On-call Bulky Waste Collection

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

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

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

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

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 4.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 4.1.3, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner.

4.2.13 Excluded Services

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

4.3 COLLECTION SUPPORT AND MANAGEMENT

4.3.1 General Customer Service

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

- Answering Customer telephone calls and e-mail requests;
- Requesting at start of service Customer's preference for notification of service changes via robo-calls, texts or emails;
- Informing Customers of current, new, and optional services and charges;

- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing;
- Maintaining and updating regularly as necessary a user-friendly internet website; and
- Maintaining and updating regularly as necessary a user-friendly mobile application.

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

4.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within thirty-five (35) miles of the City's corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays. The holiday collection schedule described in Section 4.1.6 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency.

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

4.3.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from all Customers without delay. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service-related text messages.

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

handle Customer complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

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

4.3.2.2 City Customer Service

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

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

A Contractor-designated service expert shall be immediately accessible by staff to address emerging problems as needed, and shall return messages (telephone, mobile messaging, or e-mail) within four (4) hours of the City's leaving or sending a message.

Should the Contractor fail to meet the City expectations for customer service as described herein, the Contractor shall be assessed performance fees in accordance with Section 6.1.

4.3.2.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a daily log. Any telephone calls received through the Contractor's non-office hours voice mail or answering service shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within twenty-four (24) hours of the original phone call, letter, or internet communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints

or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

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

4.3.2.4 Handling of Customer Calls

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

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

4.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented at the Contractor's sole expense. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

4.3.2.6 Contractor Internet Website

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

manage their services on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of thirty (30) days prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and not more than eight (8) hours from of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into a minimum of two (2) languages other than English, including Spanish, and one other language to be identified by the City. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

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

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

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

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

4.3.2.8 Customer Communications

All Customer communications (other than routine service and billing interactions with individual Customers) shall be provided to the City before being transmitted to the Customers. The City shall have a minimum of five (5) business days to review the communication and direct changes. If the City does not provide any input within five (5) business days, then such communication may be transmitted to the Customers as drafted.

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

4.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every-other-month or quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters include, but are not limited to the service period, invoice date, due date, late fee date, reminder date(s), Container removal and stop-service date. The City reserves the right to review and provide feedback on the bill template used by the Contractor as to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under policies and amounts that have been previously approved in writing by the City.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows Customer to set up autopay and receive an e-mail or text notification of the amount

and draw date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain that information.

Customers may temporarily suspend collection services due to vacations or other reasons for as long and as often as desired in two (2) week increments and be billed pro-rata for actual services received. The Contractor may charge an extended vacation hold/standby fee as listed in Attachment B instead of retrieving Carts for those Customers who request a vacation hold greater than one month in duration.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts from the City for specific Customer sectors;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;

- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Collecting unpaid charges from Customers for collection services; and
- Implementing rate changes as specified in Section 5.3.

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

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

4.3.4 Reporting

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

4.3.4.1 Monthly Reports

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

1. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name; property name and address; date of contact or site visit; reason for site visit; results of Customer request, complaint, and inquiry and/or site visit; and any Contractor action taken.

2. A tabulation of the number of Single-Family, Commercial, and Multifamily Complex accounts by service level/Container size, and service frequency.
3. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within thirty (30) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
4. Website utilization report showing total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as Ruston may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. The summary shall include program participation statistics including: a summary of Multifamily Complex and Commercial participation in recycling programs and set-out statistics for Residential Garbage, Compostables, and Recyclables collection services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables quantities, market prices, contamination levels and processing residues disposed as Garbage.
7. A list of current disposal or processing locations and fees per ton for each material collected.
8. A description of any vehicle accidents and infractions.
9. A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services.
10. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
11. A description of Contractor activities and tonnages for City services and events.

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

4.3.4.2 Annual Reports

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

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
8. A list of Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.

9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 4.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

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

4.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format and with Microsoft software (or other City-approved software) compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

4.3.4.4 Other Reports

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

4.3.5 Promotion and Education

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

with development of promotional material layout and text, as staff time allows, otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

Each year, the Contractor shall print and deliver an annual comprehensive service guide to each Single-Family Residential and Multifamily Complex customer which shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; contact information; and any other pertinent information.

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

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

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

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

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

4.3.6 Transition to Next Contractor

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

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

Failure to fully comply with this Section 4.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

5. COMPENSATION

5.1 Compensation to the Contractor

5.1.1 Rates

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

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

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

In the event that the Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the average of surrounding WUTC tariffs if such service is addressed in

current tariffs. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

5.1.2 Itemization on Invoices

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

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

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

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus five (5) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component.

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

5.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of ten thousand dollars (\$10,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee on or before the fifteenth (15th) day of each month during the term of this Contract, starting on August 15, 2020. The Administrative Fee shall be based on the gross revenues received by the Contractor from all

Customers under this Agreement, excluding Drop-box disposal fees. The initial Administrative Fee shall be assessed at (5%) of gross revenues received by the Contractor from those Customers since the last Administrative Fee payment period, consistent with the administrative fee calculations shown in Attachment D. The Contractor's obligations to pay the Administrative Fee shall extend past the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

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

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

The City may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 5.3.1. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2020), as may be adjusted from time to time by the State of Washington.

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

5.3 Compensation Adjustments

5.3.1 Annual CPI Service Component Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B, excluding waste disposal fees, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Urban Consumers – Water and sewer and trash collection services, prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2022 will be based on the CPI for the twelve (12) month period ending June 30, 2021.

In the event that the CPI index series decreases year-to-year, the service component of Contractor rates shall remain unchanged, and the successive year's adjustment shall be based on the most recent June 30th CPI index value which yielded a positive year-to-year adjustment. In the event that the CPI index series increases over six percent (6%) year-to-year, the actual adjustment used shall be capped at six percent (6%).

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

The Contractor's compensation shall be adjusted annually, beginning January 1, 2022. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2021. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period and the Contractor may not appeal this action. On the City's review and verification, the new rates shall take effect on January 1st of the following year. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment D.

5.3.2 Changes in Disposal Fees

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

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

5.3.3 Changes in Disposal or Compostables Processing Sites

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

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

5.3.4 Other Modifications

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

In the event that unforeseen temporary market circumstances prevents or precludes compliance with the recycling requirements of Section 4.1.11 the Contractor may request a temporary rate adjustment and/or other relief (such as temporarily allowing disposal of certain collected recyclables) from the requirements of Section 4.1.11. The City may request any and all documentation and data reasonably necessary to evaluate such request by the Contractor, and may retain, at its own expense, an independent third-party to audit and review such documentation and such request. If such third party is retained, the City shall take reasonable steps, consistent with State law, to protect the confidential or proprietary nature of any data or information supplied by the Contractor.

The City shall review the Contractor's request within sixty (60) days of receipt. Upon the City's review of the Contractor's request, the City shall approve or deny the request, at its sole discretion.

If an unforeseen market circumstance persists more than six (6) months, the Parties agree to engage in good faith negotiations to determine a mutually acceptable course of action, including but not limited to eliminating the materials from the list of Recyclables, changing Customer preparation requirements, modifying Contractor rates, or any other mutually-agreeable solution.

5.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or Washington State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any

additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of adjustment.

5.3.6 Changes in Service Provision

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

5.4 Change in Law

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

6. FAILURE TO PERFORM, REMEDIES, TERMINATION

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

6.1 Performance Fees

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

the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City’s damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor’s failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 6.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 4.1.3, except as expressly permitted in writing.	Two hundred and fifty dollars (\$250) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Two hundred dollars (\$200) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification.	Fifty dollars (\$50) per incident to a maximum of hundred and fifty dollars (\$150) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.

	Action or Omission	Performance fees
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 4.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 4.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.

	Action or Omission	Performance fees
19	Failure to include City-authorized instructional/promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required City-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non-service area customers.	One thousand dollars (\$1,000) per route per day.
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 4.1.13.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
34	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

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

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

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

6.2 Contract Default

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

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

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not 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 effective immediately.

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

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

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

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

7. NOTICES

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

To Contractor:
[PROPONENT]

To the City:
Mayor
City of Ruston
5117 N. Winnifred Street
Ruston, WA 98407

8. GENERAL TERMS

8.1 Collection Right

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

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

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

8.2 Access to Records

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

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

8.3 Insurance

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

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

8.3.1 Minimum Scope of Insurance

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

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

8.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

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

8.3.3 Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, and volunteers shall be named as additional insured's on the Contractor's insurance policy, via blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance

broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

8.3.4 Acceptability of Insurers

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

8.3.5 Verification of Coverage

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

8.3.6 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's insurance policy.

8.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount of two hundred fifty thousand dollars (\$250,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

8.5 Indemnification

8.5.1 Indemnify and Hold Harmless

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8.6 Confidentiality of Information

Pursuant to the Washington Public Records Act ("PRA"), Chapter 42.56 RCW, written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof prepared in performance of this Contract (the "documents") and maintained or used by the City are public records subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

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

8.7 Assignment of Contract

8.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

8.7.2 Assignment, Subcontracting, Delegation of Duties

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

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

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

8.7.3 Change of Trade Name

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

8.8 Laws to Govern/Venue

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

8.9 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be

grounds for cancellation, termination, or suspension of the Contract by the City, and may result in ineligibility for further work for the City.

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

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all 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.

8.10 Permits and Licenses

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

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

8.11 Relationship of Parties

The City and Contractor intend that an independent contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent,

employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

8.12 Contractor's Relationship with Customers

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

8.13 Bankruptcy

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

8.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any Washington State, County, or city rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.1.17, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

8.15 Force Majeure

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

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

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

8.16 Severability

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

8.17 Waiver

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

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

The Contractor’s proposal to the City’s RFP shall be incorporated into this Agreement as if set forth in full.

8.19 Dispute Resolution

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

8.20 Entirety

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

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

CONTRACTOR

CITY OF RUSTON

By _____
(Print) _____

By _____
D. Bruce Hopkins, Mayor

Attest:

By _____
Judy Grams, City Clerk

Approved as to Form:

By _____
Jennifer S. Robertson, City Attorney

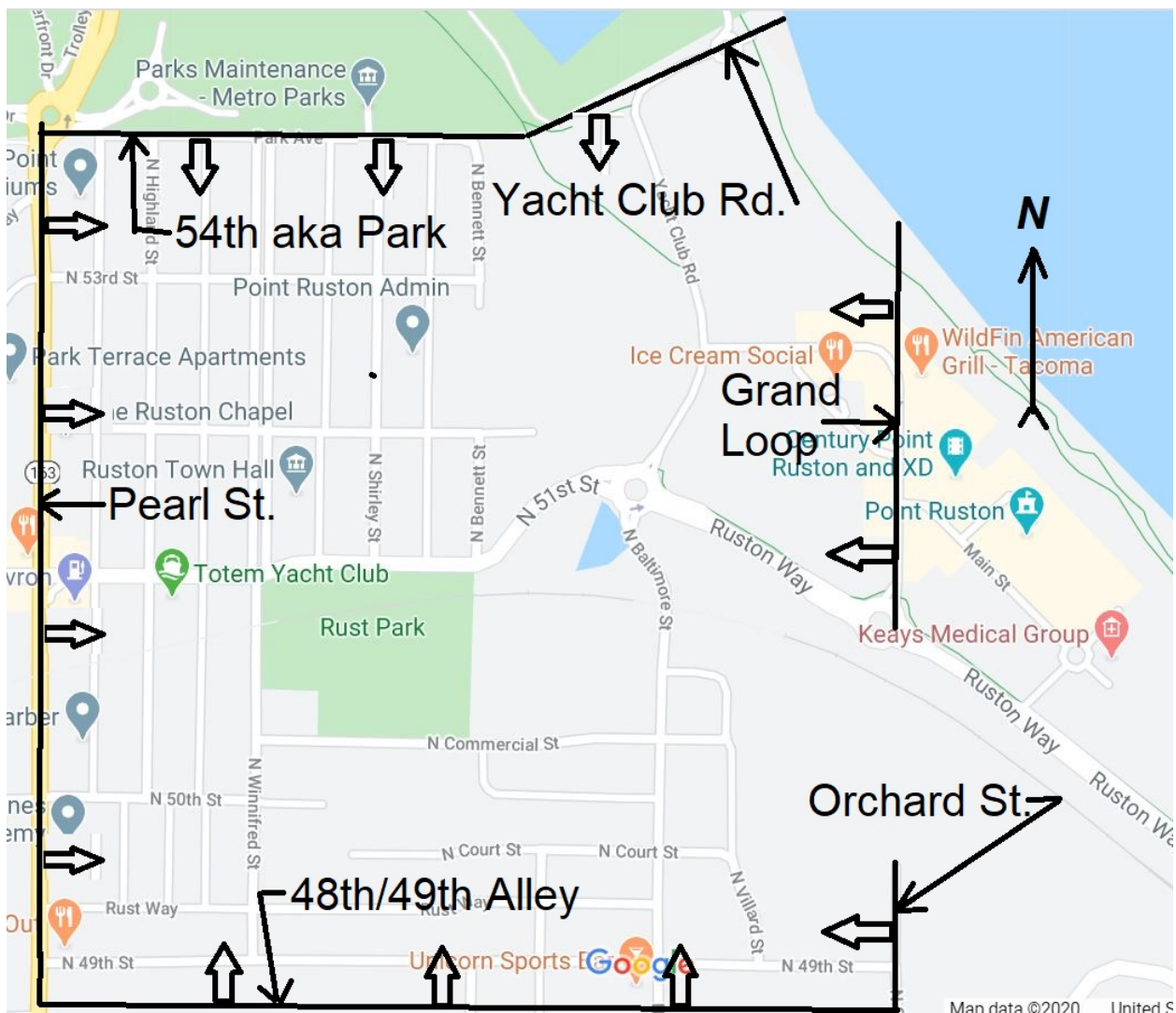
Attachments

- Attachment A: Service Area
- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Rate Modification Example

DRAFT

Attachment A:
Service Area

- The City of Ruston is roughly 6 blocks by 6 blocks.
- North Side limits; The south side of 54th St. aka Park Ave also the South Side of Yacht Club Rd.
- South Side limits: The north side of the alley located between 48th St and 49th St.
- East Side limits; The West side of Orchard Street in the south end and the West side of Grand Blvd in the Point Ruston Development.
- West Side limits; Everything on the East side of Pearl St. between N. 49th St. and N. 54th St. aka Park Ave.



Attachment B
Contractor Rates

TBD

Attachment C: Recyclables List

Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Aluminum – All clean aluminum cans, trays, pie tins, and clean food containers	X		Place in recycling Container	
Appliances (large) – Refrigerators, freezers, stoves, dishwashers, washing machines, water heaters		X	Call to request pick-up at least 24 hours before regular collection day	Single family only.
Appliances (small) – Microwave ovens, toaster ovens		X	Call to request pick-up at least three days before regular collection day	Single family only.
Corrugated Cardboard – All corrugated cardboard boxes	X		All corrugated cardboard boxes smaller than three (3) feet square place in or next to recycling Container. Corrugated cardboard boxes larger than three (3) feet square must be flattened	
Electronics – Computer equipment, VCRs, DVD players, audio equipment, televisions, cell phones and other equipment containing circuit boards		X	Call to request pick-up at least three days before regular collection day	Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit. Single family only.
Fluorescent Tubes and Bulbs	X		Wrap tubes in newspaper and secure with tape. Mark “Fluorescent Tubes”. Place bulbs in a sealed bag. Place next to recycling cart.	Limit: Two (2) tubes per collection, ten (10) tubes per year. No tubes longer than 4 feet. Single family only.
Glass Containers – All colored or clear jars and bottles, rinsed, with lids removed	X		Empty, remove lids, and place in recycling Container.	
Household Batteries – All alkaline, button, and rechargeable batteries	X		Place rechargeable and non-rechargeable batteries in separate, sealed clear bags. Place on top of recycling Cart.	Single family only.

Attachment C: Recyclables List

Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Motor Oil	X		Place in screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.	Up to three (3) gallons of motor oil per week that is free from contaminants
Paper – All clean mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements	X		Place in recycling Container.	
Paper Containers – All empty paper cups and paper food cartons.	X		Empty, clean, place in recycling Container.	
Plastic Containers – All plastic bottles, jugs, tubs, lids >3", and containers, including plastic drink cups, clamshells, food containers and trays, plant pots, over-the-counter pill bottles	X		Empty, clean, place in recycling Container.	Plastic bottles, jugs, tubs or containers that have hazardous or toxic products, such as motor oil or pesticides are excluded.
Polycoated Cartons and Boxes – All plastic coated cartons, beverage cups, and boxes	X		Flatten, empty, clean, and place in recycling Container.	
Propane Canisters (small) - Small disposable camping style propane canisters		X	Place items next to recycling Cart.	No large propane tanks.
Rigid Plastics – All five-gallon buckets, PVC pipes, laundry baskets, plastic lawn furniture, plastic toys, coolers, and Nalgene bottles	X	X Large Items	Place items in or next to recycling Cart. One dimension of object must be less than 2".	Call at least three days before regular collection day to collect large (i.e. all dimensions greater than 2"). Single family only.
Scrap Metal – All ferrous and non-ferrous scrap metal, including lids > 3" free of wood, rubber, and other contaminants	X	X Large Items	Small items: Place in recycling Container or secure (e.g. bundle or box) next to recycling Container. Large items: Call to request pickup at least 24 hours before regular service day.	Small items: Less than 2' x 2' and 35 lbs. Less than 5% non-metal parts. Large items: Larger than 2' x 2'. Call to request pick-up. Single family only

Attachment C: Recyclables List

Recyclable Item	Curb	Call-in	Handling Instructions	Limitations
Styrofoam™ Blocks – Clean expanded polystyrene (blocks, sheets, cups, and take-out containers) and expanded polyethylene foam (sheets and blocks)		X	Contain blocks in a clear or white sealed plastic bag. Secure from wind.	No packing peanuts, lined or sealed foam, or soft foam. Request a pick-up three days before collection day. Single family only.
Textiles - Clean usable clothing and linens, paired shoes, boots and socks, sheets, towels, tablecloths, curtains, blankets and bedspreads, stuffed animals, purses, wallets, backpacks & totes, belts, hats and caps, scarves		X	Placed in a plastic or paper bag. Label "Clothing" and place bag(s) at the curb next to recycling cart.	Request a pick-up three days before collection day. Single family only.
Tin Cans – All clean food and beverage tin cans and tin lids 3” or larger	X		Place in recycling Container.	
Used Cooking Oil	X	X	Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to recycling Cart.	Limit: Three (3) gallons per pick-up and ten (10) gallons per year. Single family only.
Wood Scraps		X	Clean, unpainted, untreated wood, plywood, pallets, dimensional lumber and crates (some metal fittings and nails allowed). Material must be placed in cardboard box next to the recycling Cart and labeled “Wood Waste”.	Single family only.

Attachment D
Fee Modification Examples

NOTE TO READERS: ALL AMOUNTS ARE PLACEHOLDERS AND WILL BE REVISED WITH THE CONTRACTOR'S FINAL RATES.

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

Collection Component Adjustment

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

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

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2020.

Disposal Component Adjustment

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

Step 1:

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

Step 2:

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

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

For example, using an initial one 35-gallon cart rate of \$31.35 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$130 to \$140 per ton starting on January 1, 2021, the old disposal component is \$4.94, and the State Excise Tax rate is 0.015, the January 2021 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

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

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

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

Step B calculation (as on previous page):

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

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be the **\$26.61** collection component plus the **\$5.33** disposal component, equaling **\$31.94**.

Administrative Fee Adjustment

The Contractor’s Commercial and Multifamily rates shown in Attachment B include an embedded Administrative Fee, which may be adjusted from time to time, pursuant to Section 5.2. The initial

contract rates have incorporated an Administrative Fee corresponding to a 5.0% fee on gross receipts from those Customers, as follows (1 yard, 1 pickup per week as example):

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

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