

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

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

January 1, 2009 – May 31, 2016

Comprehensive Garbage, Recyclables and Compostables Collection Contract

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Attachment A: City Service Area

Attachment B: Contractor Rates

Attachment C: Rate Modification Example

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

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

RECITALS

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

WHEREAS, the City desires to enter into this contract with the Contractor for the solid waste collection services;

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

DEFINITIONS

City: The word “City” means the City of Renton, King County, Washington. As used in the Contract, it includes the official of the City holding the office of Public Works Director, or their designated representative.

City Service Area: The term “City Service Area” means the portion of the City subject to this Contract for services, provided as Attachment A to this Contract.

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

Compostables: The word “Compostables” means any organic waste materials that are Source separated for processing or composting, such as Yard Debris and Foodscraps generated by any Residential or Commercial customers.

Compostable Bags: The term “Compostable Bag” means a fully biodegradable bag approved by the composting facility used by the Contractor for handling any Compostables collected in the City. Compostable Bags may include, but not be limited to, fiber- and starch-based bags.

Compostables Cart: The term “Compostables Cart” means a City-owned or Contractor-provided 32/35-, 64- or 96-gallon wheeled cart provided to all Single-family Residences and to subscribing Multifamily Complexes and Commercial Customers for the purpose of containing and collecting Compostables.

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

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

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

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

Foodscraps: The word “Foodscraps” means all compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, paper milk cartons or other paper products accepted by the Contractor's selected composting site. Foodscraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

Franchise Fee: The term “Franchise Fee” means a monthly fee remitted to the City from the Contractor.

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

Garbage Can: The term “Garbage Can” means a City-approved container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or sixty (60) pounds when full; 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 at all times. Garbage Cans may only be used by customers for “extra” set outs and shall not be used as a customer's primary collection container.

Garbage Cart: The term “Garbage Cart” means a Contractor-provided 20-, 35-, 45-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

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

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

Likewise, any substance that after the effective date of this Contract ceases to fall within this definition as determined by the City shall not be deemed to be Hazardous Waste.

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

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

Multifamily Complex: The term “Multifamily Complex” means a multiple-unit Residence with three (3) or more units.

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

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

Recyclables: The word "Recyclables" means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; newspaper; plastic containers that have contained non-hazardous products; polycoated cartons; Scrap Metals; tin cans; and such other materials that the City determines to be recyclable.

Recycling Bins: The term "Recycling Bin" means Contractor- or City provided bins suitable for household collection, storage and Curbside placement of Source-separated Recyclables.

Recycling Cart: The term "Recycling Cart" means a Contractor-provided 32/35-, 64- or 96-gallon wheeled cart suitable for the collection, storage and Curbside placement of Source-separated Recyclables.

Recycling Container: The term "Recycling Container" means a Contractor-provided Recycling Bin, Cart or Detachable Container suitable for on-site collection, storage and placement of Source-separated Recyclables at Multifamily Complexes and Commercial Customer locations.

Residence/Residential: The words "Residence" and "Residential" mean a Single-family and/or Multifamily living space individually rented, leased or owned.

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

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

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

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

Surety: The term "Surety" means the surety on the performance bond required pursuant to Section 6.6.

Transition and Implementation Period. The term "Transition and Implementation Period" means the period starting December 1, 2008 and extending through March 31, 2009.

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

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

AGREEMENT

This agreement (hereafter, "Contract") is made and entered into this 30th day of ~~December~~ 2008, by and between the City of Renton, a municipal corporation (hereafter, "City"), and Waste Management of Washington, Inc., a Washington corporation (hereafter, "Contractor").

1. TERM OF CONTRACT

The term of this Contract is seven (7) years and Five (5) months, starting January 1, 2009 and expiring May 31, 2016. The City may, at its sole option, extend the Contract for up to two (2) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

2. SCOPE OF WORK

2.1 General Collection System Requirements

2.1.1 City Service Area

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

2.1.2 Annexation

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and containers, may take time to procure, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor will service any

future annexation areas shall be seven (7) years, notwithstanding the term set forth in Section 1 of this Agreement.

If, during the life of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notice from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and containers, may take time to procure for distribution, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas covered by this paragraph due to procurement delays that are not within the control of the Contractor. If a party other than the Contractor holds the WUTC certificate for any such additional territory added to this Contract by annexation, the City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs and attorney fees, arising out of Contractor's service in annexed territory under this Contract.

Annexed areas customers shall receive the same containers as used elsewhere in the City, in accordance with the provisions of this Contract. In the event where an annexed area is being serviced with containers different from the City's program, the Contractor shall be responsible for timely customer notification, removal and recycling of existing containers and delivery of appropriate containers to those customers.

2.1.3 Unimproved Public Streets and Private Roads

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

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-family Residence customers is impractical due to distance or unsafe conditions, the Contractor may request the City to evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the customer. The City's decision 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 damage, the Contractor shall inform the respective customers and may require a damage waiver agreement (previously approved by the City) or decline to provide service on those Private Roads.

2.1.4 Hours/Days of Operation

All collections in Single-family Residence, Multifamily Complex and mixed-use areas with both Residential and Commercial customers shall be made between the hours of 7:00 a.m. and 5:00 p.m. on the consistent weekday, unless the City authorizes a temporary extension of hours or days. Same-day make-up collections for customers notifying the Contractor of a missed

collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday collection is allowed to the extent consistent with make-up collections, and holiday and inclement weather schedules.

All collection from Commercial Customers shall be made between the hours of 4:00 a.m. and 5:00 p.m., with the exception of customers near areas zoned residential, which shall be made between the hours of 7:00 a.m. and 5:00 p.m. Exemptions may be granted in writing by the City to accommodate the special needs of customers. City code noise restrictions, as amended from time to time, may further limit these terms.

2.1.5 Employee Conduct

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

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

2.1.6 Disabled Persons Service

The Contractor shall offer carryout service for Garbage, Recyclables and Compostables to households lacking the ability to place containers at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair, consistent with City utility policies 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.

2.1.7 Holiday Schedules

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

When the day of regular collection is a King County Transfer Station holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor may not collect Residential Garbage, Recyclables

or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.1.8 Inclement Weather

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City, by 9:00 a.m. on the same business day, of the areas not to be served.

If collection for a weekly Single-family Residential collection stream is interrupted by inclement weather, then the Contractor shall collect that material on the regular collection day the following week. If collection for an every-other-week Single Family Residential collection stream is interrupted by inclement weather, then the Contractor shall collect that material on the Saturday immediately following the interrupted collection day. Interrupted collection for Multifamily, Commercial and Drop-box customers shall be made as soon as the Contractor is able to do so without danger to life or property. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

Weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the King County Journal, Seattle Times and Seattle Post-Intelligencer newspapers and KING AM, KIRO, KOMO and KUOW radio stations) notifying residents of the modification to the collection schedule. The City may specify additional media outlets for Contractor announcements at its discretion or request the Contractor to make outcalls to customers using a City-provided list of customer telephone numbers.

2.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some customers may cause disruptions or conflicts that make continued service to that customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to contractor-owned containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem customers. However, the Contractor may deny or discontinue service to a problem customer if reasonable efforts to accommodate the customer and to provide services fail. In this case, the Contractor shall provide advance written notification to the City of its intention to discontinue service. 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.

2.1.10 Missed Collections

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

The failure of the Contractor to collect Garbage, Recyclables or Compostables that has been set out by a customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the customer on the same day if notified by 4:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor (see Section 2.3.4). Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

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

2.1.11 Same Day Collection

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

2.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor's residuals from the overall processing operations at the facility for Source-separated Recyclables (including both City and non-City material) shall not exceed 5%. Recyclables in residual stream shall not exceed 2% of the inbound Recyclables. If more than 2% of inbound materials are found to be contaminants, the Contractor will develop a plan to determine which customers are adding contaminants in their Recyclables and provide a public education program to remedy the situation.

The Contractor shall process Recyclables in such a manner as to minimize out-throws and prohibitives in baled material. Out-throws shall be less than 8%, prohibitives less than 1%-2%

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

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

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

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

Contractor shall maintain maintenance records for all vehicles and equipment used in the performance of this Contract. Maintenance records shall be kept for the duration of the Contract and shall, at a minimum, include a historical log of vehicle and equipment problems, repairs, painting and maintenance activities, and for each vehicle, shall indicate the vehicle's identification number, make, model, age and mileage. Maintenance records shall be made available for review by the City upon request.

2.1.15 Container Requirements and Ownership

2.1.15.1 Garbage Cans

Both Residential and Commercial Customers may elect to use customer-owned Garbage Cans, but only for excess Garbage and not as their primary container for Garbage collection service. In all cases, Contractor-provided Carts will serve as the primary Garbage container. Plastic bags may also be used for overflow volumes of Garbage, but not as a customer's primary container.

If a customer uses their own Garbage Can, Contractor crews shall be expected to handle the containers in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to customer-owned containers caused by the Contractor.

by weight of outgoing materials. The Contractor shall remove 90% or more of the inbound contaminants for disposal.

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

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

2.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables and Compostables shall be collected from each Single-family Residence and Multifamily Complex area. Five copies of each map shall be provided to the City at the start of the Contract as well as anytime a change is proposed.

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 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.

2.1.14 Equipment Age/Condition

From the period January 1, 2009 through December 31, 2009, all collection vehicles regularly used by the Contractor during the term of this Contract shall be less than ten (10) years old and shall have been used for fewer than two hundred thousand (200,000) miles. Should any such vehicles exceed these limits and yet, in the Contractor's opinion, still be in safe working order, the Contractor must receive prior written approval from the City to continue operating the subject vehicle.

From the period January 1, 2010 through the end of this Contract (including extensions, if any), all collection vehicles regularly used by the Contractor shall be compressed natural gas-fueled collection vehicles (CNG) or diesel vehicles meeting 2010 model year emissions requirements.

Back-up vehicles used less than thirty (30) days per year shall not be subject to the age, mileage, and other requirements that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this section.

2.1.15.2 Garbage, Recyclables and Compostables Carts

Contractor-provided Carts shall serve as the primary collection container for all customers' Garbage, Recyclables, and Compostables service under this Contract. The Contractor shall provide 20-, 35-, 45-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection on request; 35-, 64- or 96-gallon Recyclables Carts; and 35-, 64- and 96-gallon Compostables Carts. All carts shall be manufactured from a minimum of 10 percent (10%) and up to 25 percent (25%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed screening or label. Carts shall be provided to requesting customers within seven (7) days of the customer's initial request. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All carts must have materials preparation instructions and telephone and website contact information printed on a weather-resistant sticker on the lid. The initial distribution of Recycling Carts shall not be screened, molded-in, molded-on, imprinted, or otherwise labeled, with the Contractor's logo or company name.

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

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

In the event that a particular customer repeatedly damages a cart or requests more than one replacement cart 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 discontinue service to that customer, on the City's prior approval.

2.1.15.3 Detachable 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-, 25-, 30- and 40-cubic yard uncompacted Drop-box Containers to any customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) days of the request. Containers shall be located on the premises in a manner satisfactory to the customer and for collection by the Contractor.

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

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

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

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

In the event that a particular customer repeatedly damages a container 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 discontinue service to that customer, on the City's prior approval.

2.1.15.4 Recycling Carts

Following the initial distribution of Recycling Carts [Section 2.2.2.2], the Contractor shall provide Recycling Carts to new customers within the City Service Area, including new residences and annexation, areas as well as replacement Carts to existing customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a customer request.

All distributed Recycling Carts, including those provided in the initial distribution, shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions and telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

The Contractor shall provide 35- or 64-gallon Recycling Carts on request to those residents requiring less or additional capacity than provided by the default 96-gallon Recycling Cart.

2.1.15.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts and Compostables Carts purchased or obtained by the Contractor shall, at the option of the City, revert to City ownership without further compensation to the Contractor, except in the case of carts delivered in the last five years prior to termination of the contract. For carts delivered in the last five years of the contract, the City shall, at the City's option, either pay the Contractor the residual value of the in-place carts based on ten year straight-line depreciation of the original purchase price (including the original invoiced cost of the carts, delivery to the Contractor's facility and sales tax), or allow the Contractor to remove its Carts at its own expense on the last day of this Contract. If the City elects to purchase Carts in or Carts delivered within the last five years of the contract, the City shall pay the Contractor within thirty (30) days of the end of this Contract. Any remaining cart warranties shall be transferred to the City.

Detachable Containers and Drop-box Containers shall be purchased, delivered and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Detachable Containers or Drop-box Containers for use by the successive contractor. In the event that the City elects to purchase the Contractor's containers, the sale price shall equal fifty percent (50%) of the average new price for each container, based on the average price from three (3) manufacturers at the time of the termination. The Container's warranties shall also be transferable to the City. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard, but shall exclude sales or use taxes. Any remaining container warranties shall be transferred to the City.

2.1.15.6 Container Colors and Labeling

Contractor-provided Recycling Carts and Detachable Containers delivered during and after the Implementation Period shall be blue, Compostables Carts shall be grey, and Garbage Carts and Detachable Containers shall be green. Specific colors shall be approved by the City prior to the Contractor's order of new containers or initiation of any work under this Contract.

The Contractor agrees to discontinue using green containers for commercial recycling services and deliver only blue containers for these services. The Contractor will not be required to replace any existing green containers with blue containers unless it is part of a service level change or new service to the customer.

All Garbage Carts, Recycling Carts and Compostables Carts shall be labeled with instructional information and contact information, including both a customer service phone number and a website address. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on the carts shall be subject to the City's prior approval. Labels shall be redone when faded, damaged, or upon City or customer request.

2.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage. Any spillage of materials that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Spillage not immediately cleaned up shall be cause for performance fees, as described in Section 4.1.

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

2.1.17 Pilot Programs

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

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

2.1.18 Disruption Due to Construction

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

2.1.19 Contractor Planning Assistance

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

2.1.20 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 solely by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to 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 Contractor, and the Contractor agrees to indemnify and hold the City harmless for any such damage. The Contractor's liability for damages under this Section shall not exceed the Contractor's percentage of the fault in causing or contributing to the damage.

2.1.21 Company Name

The Contractor shall not use a firm name containing the words "Renton," "City," or any words implying municipal ownership.

2.1.22 Transition and Implementation of Contract

The Contractor shall work with the City to explain the expanded commingled recycling collection system and new Garbage collection service placement requirements, container sizes and rates. The Contractor shall, at its expense, provide the following:

1. No later than December 15, 2008 the Contractor shall mail to all Residential and Commercial Customers a separate users guide, including information on container placement, available service levels and rates, Recyclables and Compostables preparation and collection requirements, restrictions on disposal, bulky waste recycling and disposal opportunities, and other pertinent information. The guide shall include a postage pre-paid reply card for customers who wish to change their Garbage container size. The Contractor shall pay for the design, production and distribution of this guide as well as a magnetized information card describing acceptable Residential Recyclable, Compostables and Garbage preparation and set-out requirements. Separate materials shall be produced for Single Family and Multifamily customers. Residential customers shall also be provided

with either an insert or map indicating the day of collection. The Contractor shall pay for the design, production and distribution of a recycling brochure for Commercial customers describing the services provided under this Contract and an insert or map indicating the anticipated day of collection and any specific access or location requirements.

2. Starting December 1, 2008 and continuing through December 31, 2008, the Contractor shall deliver new Garbage Carts to all Single-family customers according to the following conversion formula:

Previous Weekly Service Level	New Contract EoW Service Level
10-gallon Mini Can	20-gallon Garbage Cart
35-gallon Garbage Cart or 32-gallon Garbage Can	32/35-gallon Garbage Cart
64-gallon Garbage Cart or 2 32-gallon Garbage Cans	64-gallon Garbage Cart
96-gallon Garbage Cart or 3 32-gallon Garbage Cans	96-gallon Garbage Cart
Higher service levels (multiple cans)	To be individually negotiated with each customer.

3. Starting January 1, 2009 and continuing through January 16, 2009, the Contractor shall swap Glencoe and Tiffany Park pilot area customers' Garbage Carts to ensure that their Garbage Cart size correctly corresponds to their subscribed service level.
4. Starting December 1, 2008 and continuing through December 31, 2008, the Contractor shall deliver 96-gallon Recycling Carts to all Single-family customers. The Contractor shall collect and recycle all unwanted old recycling bins on a designated collection day in mid-January, 2009.
5. Starting December 1, 2008 and continuing through December 31, 2008, the Contractor shall deliver 96-gallon Yard Debris Carts to all Single-family customers in recently annexed areas within the City Service Area which were not included in the previous collection contract with the City.
6. Starting January 19, 2009 and continuing through February 13, 2009, the Contractor shall replace 96-gallon Recycling Carts rejected by customers and provide those customers with a smaller size as requested by the customer.
7. The Contractor shall affix new instructional decals to Multifamily and Commercial containers by February 13, 2009.
8. Additional staffing shall be provided for Contractor cart deliveries in order to ensure a minimum of customer inconvenience and disruption.

The Contractor shall lead the design, development, production and/or distribution of all guides, decals and other information at its own expense. The City agrees to participate in the

development and review of materials in a timely manner. The Contractor shall allow sufficient development lead-time to allow two weeks for City review and approval of the promotional materials and containers decals. No materials shall be distributed without City review and approval.

2.1.23 Coordination with City and Annual Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request to discuss operational and Contract issues. The City may, at its option, conduct an annual performance review of the Contractor's performance under this Contract. The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall plan for and correct in good faith any deficiencies found in its performance under this Contract.

The Contractor's plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, Contractor shall proceed to correct deficiencies. Failure to correct material deficiencies as outlined in the plan and/or failure to initiate corrective actions within thirty (30) days shall constitute a failure to perform and the City, at its sole discretion, may provide the Contractor with six (6) months notice of contract termination. The City's determination of failure to perform shall not be unreasonable.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, or at no less than quarterly intervals, the Contractor shall report its actual performance measures, how they compare with the City performance requirements, and provide a plan and timelines for remedial measures to correct any items failing to meet City requirements.

The City may perform annual performance reviews to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to route and customer service data, safety records and other applicable information.

2.1.24 Disposal Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City. The City shall be responsible for paying all disposal fees directly to King County, consistent with Section 2.3.3.3 below.

2.1.25 Emissions Reductions and Sustainability

The Contractor shall cooperate with the City's efforts toward reducing the air pollution and other environmental impacts of solid waste collection. The Contractor shall use either compressed natural gas (CNG) route trucks and/or diesel route trucks with not less than twenty percent (20%) biodiesel ("B20") (on an annual average) in all of its operations within the City. If the per-gallon price of B20 is more than 15% above the cost for straight diesel fuel, the Contractor shall notify the City and may reduce the percentage of biodiesel used in the fuel blend to maintain costs at the 15% cost threshold. Alternatively, the City may elect to reimburse the Contractor for the portion of fuel cost above the 15% cost threshold to maintain the use of B20.

The Contractor shall install particulate traps on all diesel collection vehicles prior to their use in the performance of this Contract. Traps shall be maintained in accordance with the manufacturer's instructions during the term of this Contract at the Contractor's expense.

2.2 Collection Services

2.2.1 Single-family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-family Residence customers in and adjacent to Contractor-owned wheeled carts or customer provided Garbage Cans. Garbage containing Yard Debris shall not be knowingly collected and instead prominently tagged with a notice informing the customer that disposal of Yard Debris in Garbage is not allowed within the City.

The Contractor shall not be required to collect 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 in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection and that provides the customer with a contact for further information about proper disposal options. Failure to provide proper notification to customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to performance fees due to lack of proper customer notification.

2.2.1.2 Containers

The customer's primary container must be a Garbage Cart. Plastic bags or Garbage Cans may only be used for excess waste, not as the customer's primary container. The Contractor may set weight limits on Garbage Cans and Carts as appropriate, provided that the weight limit is no less than the equivalent of 60 pounds per 32-gallon capacity (e.g. a 64-gallon cart would have a weight limit of 120 pounds).

Garbage Carts shall be delivered by the Contractor to Single-family Residence customers within seven (7) days of the customer's initial request.

2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular every-other-week collection of the following service levels:

1. one 20-gallon Garbage Cart;
2. one 35-gallon Garbage Cart;
3. one 45-gallon Garbage Cart;
4. one 64-gallon Garbage Cart; and
5. one 96-gallon Garbage Cart.

The Contractor shall also provide a weekly “premium” Single-family Residential Garbage collection service. The service will not be actively publicized by the City, but will be available to residents who, for varying reasons, are unable or unwilling to have every-other-week Garbage collection service. The Contractor’s compensation for the “premium” service shall vary, depending on the number of “premium” customers, as follows:

Up to 2% of Single-family Customers:	\$17.34
Up to 4% of Single-family Customers:	\$15.31
Up to 6% of Single-family Customers:	\$13.52
Up to 8% of Single-family Customers:	\$11.94
Up to 10% of Single-family Customers:	\$10.54
Over 10% of Single-family Customers:	according to the following formula:
Compensation = \$10.12-\$6.40 x (percentage of customers expressed as a decimal/.9)	

For example, if 21% of Single-family Customers in a particular month have weekly service, the premium amount would be calculated as follows:

$$\text{Compensation} = \$10.12 - \$6.40 \times (.21/.9) = \$8.63$$

The above “premium” rates shall be adjusted annually in accordance with Section 3.1 of this Contract.

Upon written notice from the City on the first working day of 2010, 2011, 2012 and 2013 the Contractor shall switch from every-other-week to weekly Garbage collection for all Single-family Residential customers and the Contractor shall receive an additional \$3.01 per Single-family Residential customer per month, starting on July 1st of the same year. This additional amount shall be modified annually in accordance with Section 3.1 of this Contract.

Roll-out charges shall be assessed only to those customers who choose to have the Contractor move a container to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. Extras shall be charged in 15-gallon increments. The Contractor may charge for an overweight container at the “extra” rate, provided that the customer agrees to pay for special handling; otherwise, the container shall be left at the Curb with notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow

accurate recording and charging of all extra fees. Customers shall be allowed to specify that no "extras" be collected without prior customer notification, which shall be provided by the customer no less than twenty-four (24) hours prior to that customer's regular collection.

Collections shall be made from Single-family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor may tag inappropriately placed containers and may discontinue service in the event of persistent inappropriate container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers, in an upright position, with lids closed and attached, to their set out location and not on streets, sidewalks, or public pathways.

The City shall limit its Single-family Residential customers to one service level change per year at no cost, and shall levy a fee on additional service change requests to discourage excessive service level shifting by individual customers. The Contractor shall be paid the Garbage Cart delivery fee in Attachment B by the City for Garbage Cart deliveries to a single customer at a single address in excess of one per year, excluding the initial Garbage Cart delivery during the Implementation Period.

2.2.2 Single-family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Recyclables shall be collected from all participating Single-family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Recyclables from Single-family Residences that are prepared as follows and uncontaminated with food or other residues:

Aluminum Cans: All aluminum cans that are placed in the Recycling Cart or separately boxed or bundled.

Corrugated Cardboard: All corrugated cardboard that is smaller than three (3) feet by three (3) feet, flattened and placed in or next to the customer's Recycling Cart.

Glass Containers: All colored or clear jars and bottles that are rinsed, have lids removed and are placed in the Recycling Cart, or separately boxed or bundled. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.

Mixed Paper: All Mixed Paper that is placed loosely in the Recycling Cart or separately bagged or bundled.

Newspaper: All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart or separately bagged or bundled.

- Plastic Containers: All plastic bottles, jugs, containers and tubs that are flattened and placed in the Recycling Cart or separately boxed or bundled. Other plastics, automotive or other hazardous product containers, and lids are excluded.
- Polycoated Cartons and Boxes: All plastic coated and aseptic cartons and boxes that are flattened and placed in the Recycling Cart or separately bagged or bundled.
- Scrap Metal: All ferrous and non-ferrous Scrap Metal that is: placed in the Recycling Cart or separately boxed or bundled; free of wood, plastic, rubber and other contaminants; and meets the size requirements defined for Scrap Metals. Scrap metal shall include small appliances provided they meet the size requirements.
- Tin Cans: All food and beverage tin cans that are placed in the Recycling Cart or separately boxed or bundled.

Additional materials may be added upon mutual agreement by the City and Contractor.

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Recycling Carts. The Contractor shall procure and distribute Recycling Carts to all Single-family Residence customers by December 31, 2008. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32/35- or 64-gallon Recycling Carts on request to those residents requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be screened, molded-on, molded-in or labeled with recycling collection requirements in accordance with Section 2.1.15.6, and shall include a program packet of materials when distributed. The program packet of materials shall include items identified in Section 2.1.22.

Prior to initial Recycling Cart distribution, the Contractor shall establish a reuse and recycling program for old recycling bins. Customers shall be notified that they can continue to use their existing bins, directly reuse their old recycling bins as storage containers or have the Contractor collect the bins for recycling. The Contractor shall recycle all old recycling bins collected unless otherwise previously authorized in writing by the City.

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

2.2.2.3 Specific Collection Requirements

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

Upon written notice from the City on the first working day of 2010, 2011, 2012 and 2013, the Contractor shall switch from every-other-week to weekly Recyclables collection for all Single-family Residential customers and the Contractor shall receive an additional \$2.20 per Single-family Residential customer per month, starting on July 1st of that same year. This additional amount shall be modified annually in accordance with Section 3.1 of this Contract.

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

2.2.3 Compostables Collection

2.2.3.1 Subject Materials

Compostables shall be collected weekly from all participating Single-family Residences as part of basic Garbage collection services, without extra charge. There shall be no limit on the amount a customer may set out for collection, provided that the Contractor may petition the City to limit collection in the event that a customer consistently abuses the service by setting out commercial quantities of Compostables.

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

2.2.3.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section

2.1.15.6. The default Compostables Cart size shall be 96-gallons, with 32/35- and 64-gallon sizes available upon request.

Extra Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft bags, customer-owned 32-gallon containers or untied reusable bags. Customers choosing to use their own containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as Yard Debris.

Compostables Carts shall be delivered by the Contractor to new customers and customers that had previously rejected their cart within seven (7) days of the customer's initial request.

2.2.3.3 Specific Collection Requirements

Compostables materials shall be collected weekly from all Single Family Residences on the same day of the week.

Upon written notice from the City on the first working day of 2010, 2011, 2012 and 2013 the Contractor shall switch from weekly to every-other-week Compostables collection for all Single-family Residential customers and the Contractor rate shall be reduced by \$2.67 per Single-family Residential customer per month, starting on July 1st of that same year. This additional amount shall be modified annually in accordance with Section 3.1 of this Contract.

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

2.2.3.4 Foodscraps Collection

The Contractor shall accept Foodscraps included and mixed with Yard Debris in Compostables Carts for Single Family Residential Customers. If the City elects to provide kitchen food waste containers, the Contractor shall provide for container distribution provided the distribution is performed at the same time of the distribution of Recycling Carts; otherwise, the City shall provide for the distribution of the kitchen food waste containers. The City shall work with the Contractor to coordinate Foodscraps container deliveries to allow simultaneous delivery with Recycling Carts to the extent practicable. The Contractor shall pay for and provide an instructional Foodscraps recycling brochure for each customer which shall be subject to prior review and approval by the City. The container distribution shall occur, at a minimum, one week before the scheduled start of the Foodscraps collection program.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

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

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for customers. The Contractor's crews shall make collections in an orderly and quiet manner. Materials shall be collected in a manner in order to ensure the recycling of all items for which recycling services are available.

2.2.5 Multifamily Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

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

Garbage containing Yard Debris shall not be knowingly collected and instead prominently tagged with a notice informing the customer that disposal of Yard Debris in Garbage is not allowed within the City.

The Contractor shall not be required to collect 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 notice prominently displayed with the rejected materials listing why they were not collected and provide the customer with a contact for further information on proper disposal.

2.2.5.2 Containers

The Contractor shall provide containers meeting the standards described in Section 2.1.15. Multifamily Complex and Commercial Customers shall be offered a full range of containers and service options, including Garbage Cans, Garbage Carts, one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers, and compacted and non-compacted Drop-box Containers.

Materials in excess of container capacity or the subscribed service level shall be collected and properly charged as "extras" at the rates listed in Attachment B. The Contractor shall develop

and maintain route lists in sufficient detail to allow accurate recording and charging of all "extras." All "extras" shall be documented with a date and time stamped photograph.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, 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.

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

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

2.2.5.3 Specific Collection Requirements

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

Contractor may charge ancillary service fees as set forth in Attachment B. Roll-out charges shall be assessed in ten (10) foot increments only to those 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 Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service.

2.2.6 Multifamily Complex Recyclables Collection

2.2.6.1 Subject Materials

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

2.2.6.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32/35- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. Participant informational packets shall be delivered to the Multifamily Complex manager as described in Section 2.1.22.

At larger Multifamily Complexes, the Contractor may use Detachable Containers for recycling collection provided that they are clearly distinguished from containers used for Garbage or Compostables collection and are equipped with City-approved, prominent identifying and instructional labels.

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

2.2.6.3 Specific Collection Requirements

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

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

2.2.7 Commercial Recycling Collection

2.2.7.1 Subject Materials

The defined list of Recyclables, shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge, except as otherwise provided herein.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1.

2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts shall be distinguished from Compostables or Garbage collection and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the cart.

At larger businesses, the Contractor may use Detachable Containers or Drop-box Containers for Recyclables collection provided that they are distinguished from containers used for Garbage collection and are equipped with prominent identifying labels.

Contractor-owned containers shall be delivered by the Contractor to requesting customers within three (3) days of the customer's initial request.

2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be offered weekly during the hours and days specified in Section 2.1.4. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

When providing commercial recycling to a particular customer, the Contractor shall not be required to provide recycling container capacity greater than 200 percent of that customer's garbage collection container size. For example, a customer with a two cubic yard Garbage container would be provided up to four cubic yards of recycling container capacity. Any additional recycling may be fee-based as negotiated between that customer and the Contractor or any other service provider the customer chooses to use.

The Contractor will supply 200% of the customer's current Garbage container capacity in recycling service at no additional charge to the customer or the City. However, the Contractor will have the ability to select the container size and frequency of collection in meeting this maximum service level. If the customer objects to the container size and frequency of collection, the Contractor shall report the objection to the City and the City will determine how the dispute is to be resolved. If the 200% limit on recycling services fails to meet the commercial customers recycling service needs, the customer may arrange for additional service with the Contractor or another provider.

2.2.8 Multifamily Complex and Commercial Customer Compostables Collection

2.2.8.1 Subject Materials

The Contractor shall provide Compostables collection services to Multifamily Complex and Commercial Customers who request such services, in accordance with the service level selected by the customer and the services fees set forth in Attachment B.

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

2.2.8.2 Containers

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

Extra Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft bags, customer-owned 32-gallon containers or untied reusable bags.

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

2.2.8.3 Specific Collection Requirements

Compostables shall be collected from Multifamily Complex and Commercial Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Compostables in excess of the subscribed container size may be charged as "extras" in 32-gallon increments, with each extra equaling 32 gallons.

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

2.2.9 Drop-Box Container Garbage Collection

2.2.9.1 Subject Materials

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

Garbage containing Yard Debris shall not be collected and instead prominently tagged with a notice informing the customer that disposal of Yard Debris in Garbage is not legal within the City. Contractor collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees.

The Contractor shall not be required to collect Drop-box Containers containing 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 prominently displayed notice with the rejected materials listing why they were not collected and providing the customer with a contact for further information on proper disposal. If a Drop-box Container customer persistently includes inappropriate materials in their containers, the Contractor shall photograph and otherwise document the inappropriate materials, and provide the customer's name and address to the City for further action.

2.2.9.2 Drop Box Containers

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

The Contractor shall charge a Drop-box Container delivery fee, as listed in Attachment B, to all temporary and permanent customers on their initial delivery request. This fee shall not apply to any initial distribution of Drop-box Containers or for any service level changes resulting from new services associated with the start of the contract during the Transition and Implementation Period. In addition, this fee shall not apply to the delivery of Recycling or Compostables Drop Box Containers at any time.

Daily rental charges for Drop-box Container rentals shall be assessed at one-thirtieth (1/30th) the monthly rate, where appropriate. The Contractor may charge a compactor surcharge to customers who request that the Contractor remove or reinstall hydraulic or power connections prior to or after the compactor is hauled to the disposal site. The compactor surcharge shall not be assessed in cases where the customer performs this function themselves.

Contractor-owned containers shall be delivered by the Contractor to requesting customers within three (3) days of the customer's initial request.

2.2.9.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Drop-box Container collection must occur during the hours and days specified in Section 2.1.4. Collection of Drop-box Containers in Single-family Residence and Multifamily Complex areas and multiuse buildings containing Multifamily Complexes shall be limited to the same hours as Single-family Residence collection

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

The Contractor shall directly bill and receive payments from customers for temporary and permanent Drop-box Container hauling and rental services.

2.2.10 Temporary Detachable Container And Drop-box Service

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and all available Drop-box Container sizes to Single-family Residence, Multifamily Complex and Commercial Customers on an on-call basis. The charges for temporary Detachable Container service listed in Attachment B shall include collection and disposal. Delivery charges shall be itemized and charged separately. Rental charges for temporary containers shall be charged in addition to the basic temporary container fee, at the rates listed in Attachment B. The Contractor shall directly bill and receive payments from customers for temporary Detachable Container and Drop-box service.

2.2.11 Service to City Facilities

The Contractor shall provide weekly Garbage and Recyclables collection for on-street Garbage or Recyclables receptacles within the City. Receptacles shall be emptied at least weekly or more frequently, as directed by the City.

The Contractor shall provide weekly and temporary Garbage, Recyclables, and Compostables collection services to all City municipal facilities, without charge. Those facilities include, but are not limited to the following:

Facility	Address
Airport Division Shop Site	Renton Field 600 Perimeter Rd W
Carco Theatre – Cedar River Park	1717 Maple Valley Highway
Cedar River Park	1717 Maple Valley Highway
Central Library	100 Mill Ave S
City Garage Facilities/City Shop	105/107 Williams Ave N.
City Hall	1055 S. Grady Way
City Hall Annex	1010 S 2 nd St
City Shops	3555 NE 2nd
Fire Station #11	211 Mill Ave S
Fire Station #12	919 Harrington Ave NE
Fire Station #13	17040 108 th Ave SE
Fire Station #14	1900 Lind Ave SW
Fire Station #17	14810 Petrovisky Rd SE
Gene Coulon Park	Sunset and 1201 Lake Washington Blvd. N
Henry Moses Pool – Cedar River Park	1719 Maple Valley Highway
Highlands Community Center	800 Edmonds Ave NE
Highlands Library	2902 NE 12 th St
Maplewood Golf Course	4050 Maple Valley Highway
North Highlands Community Center	300 NE 16th
Old City Hall	200 Mill Ave S
Parks Maintenance Facility	3555 NE 2 nd St
Renton Community Center – Cedar River Pk	1715 Maple Valley Highway
Renton History Museum	235 Mill Ave S.
Senior Center	211 Burnett Ave N

At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

2.2.12 City Drop-off Collection Events

The Contractor shall provide support at three (3) City special drop-off collection events scheduled each year. The events shall include two (2) residential recycling and one (1) reuse events. At each event, the Contractor shall provide Drop-box or Detachable Containers for Garbage and Recyclables collected at the events. The Contractor shall provide all equipment, staffing, collection, transportation, and recycling at no additional charge to the City, and the City shall be responsible for any disposal fees.

2.2.13 City-Sponsored Community Events

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

- River Days
- Fourth of July Celebration

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one event every two (2) years, the Contractor may negotiate compensation for those additional events.

2.2.14 Optional Curbside Collection Event

At the City's option, the Contractor shall provide a Spring clean-up curbside collection event. The Contractor shall provide collection vehicles and staff at the "Curbside Clean-up" hourly rates listed in Attachment B. The City shall pay the Contractor upon approval of the Contractor's invoice with the City's regular payment in accordance with Section 3.1.

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

The Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.
- Collecting, processing and marketing Recyclables and Compostables collected by the Contractor in the City Service Area.
- Providing cart and container assembly, maintenance, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Commercial and Drop-box Container customer accounts and providing appropriate customer support.
- Procuring all equipment and bearing all start-up, operating and maintenance costs for collection and processing or disposal of Garbage, Recyclables and Compostables, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to collect materials, maintain equipment and provide customer service functions.
- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA/WISHA standards, and all environmental standards and regulations.

- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.5, and providing proof of this insurance to the City annually.
- Providing a valid Contractor's performance and payment bond in accordance with Section 6.6, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and Surety before assigning or pledging money, or assigning, subcontracting or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.
- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. Exception shall be made for termination for cause or voluntary termination in which case contractor shall notify the City as soon as is possible.

2.3.1.2 City's Responsibilities

The City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.
- Billing customers and making payments to the Contractor based on fees set forth in this contract and services performed by the Contractor each month.
- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees (for temporary Detachable Container service) or price indices.

- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and rate changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operations meetings with the Contractor, as necessary.
- Paying all disposal fees directly to King County, with the exception of temporary Drop-Box and Detachable Container service.

2.3.2 Customer Service

The Contractor shall be responsible for providing customer service functions relating to service delivery including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching Drop-box Containers and special collections, and referring billing questions to the City. These functions shall be provided at the Contractor's sole cost with such costs included in the Attachment C customer charges.

2.3.2.1 Customer Service Office

The Contractor's customer service office and assistance shall be accessible by a local-prefix phone number. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and designated holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives.

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

2.3.2.2 Customer Service Requirements

A. Service Recipient Complaints and Inquiries

During office hours, the Contractor shall maintain a complaint service and a telephone answering system capable of accepting at least four incoming calls at one time. The Contractor shall record all complaints, including date, time, complainant's name and address, if the complainant is willing to give this information, and nature, date and manner of resolution of the complaint in a computerized daily log. Any such calls received via the Contractor's answering service shall be recorded in the log the following work day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call. If a longer response time is necessary, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint.

The customer service log shall be available for inspection by City representatives during the Contractor's office hours and shall be in a format approved by the City. The Contractor shall provide a copy of this log in computerized form to the City with the monthly report. All incoming calls shall be answered promptly and courteously. A customer should be able to receive recorded service information and also talk directly with a customer service representative when calling the Contractor's customer service telephone number. Upon the receipt of customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the Transition and Implementation, during which the Contractor shall have one week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor.

The Contractor shall provide additional staffing during the mobilization and transition period at the beginning of this Contract to ensure that sufficient staffing is available to minimize customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during mobilization and transition. Staffing levels during the mobilization and transition period shall be subject to City review and approval.

The Contractor shall provide an Internet website containing collection schedules, material preparation requirements, rates, 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. The website design shall be submitted for City approval prior to collection service commencement.

B. Recycling and Compostables Programs

The Contractor's customer service representatives shall be fully knowledgeable of all collection services available to Renton residents. For new customers, customer service representatives shall explain all Garbage, Compostables and Recyclables collection available. For existing customers, the representatives shall resolve recycling issues, missed pickups, bin deliveries, etc. Customer service representatives shall be trained to inform customers of Compostables, Foodscraps and

Recyclables preparation specifications. Policy questions shall be forwarded to the City for response.

C. Monitoring and Evaluation

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine overall customer satisfaction with the Contractor's services. Monitoring and evaluation methods should include random customer surveys, periodically monitoring customer service, and other such methods. The Contractor shall work with the City to monitor and ensure that high levels of customer service are demonstrated throughout the contract period.

2.3.3 Customer Billing Responsibilities

The City shall continue to bill and collect payments from all Residential and Commercial customers, with the exception of temporary Detachable Container and Drop-box Container customers which shall be invoiced directly by the Contractor.

The Contractor shall be responsible for providing electronic Residential and Commercial customer billing data to the City in a format and on a schedule that is compatible with the City's billing system and procedures. This format and procedure may change during the term of the Contract and any additional costs shall be accommodated by the Contractor at its sole cost.

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

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

2.3.3.1 Single Family Residential Billing

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

A. Single Family Customers

At the end of the day of the 15th of each month, the City shall generate from its billing system an electronic summary and detail file report of the number of Residential accounts at each Single Family Residential service level, as listed Attachment C. By the 20th of each month, the City will submit this report to the contractor. The Contractor shall use this report to generate a monthly bill

to the City and to verify the number of accounts at each service level. The Contractor shall compare the Contractor's and City's residential service level counts each month. If there are discrepancies between the City's and Contractor's records, the Contractor shall resolve these discrepancies with City utility billing staff within the billing period.

The Contractor shall submit on a monthly basis, a billing worksheet to the City that shall include a listing of all City Single Family customers containing:

- Customer Name
- Service Address
- Level of Service
- Number of "extras" Collected in that Month.
- Other Ancillary Services Provided

B. Billing for "Extra" Garbage

The Contractor shall submit by the end of the day each Thursday, a text file of "extra" Garbage charges recorded during the previous week. This weekly submittal must be provided in a format agreed to by both the City and the Contractor. The files shall include:

- Customer Name
- Service Address
- Level of Service
- Quantity of Extra Bags of Garbage
- Contractor Cost
- City Cost
- Total Cost
- Contractor Reference Number
- City Reference Number

C. Tracking and Communicating Customer Service Levels

The Contractor shall receive customer service change information directly from existing customers, including receiving the customer's request and logging the change. The City may also receive this information from customers and will forward the requested changes to the Contractor. The Contractor shall submit by the end of the day each Thursday, a text file of customer service changes recorded during the previous week. The City shall handle all *new* account setups and will communicate these to the Contractor similarly on a weekly basis.

The weekly service level change report must contain this information:

- City Reference Number
- Date Account Changed
- Account Number

- Customer Name
- Service Address
- Service Changed To

2.3.3.2 Multifamily and Commercial Billing

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

Each account shall be assigned a city reference number. The Contractor shall ensure that all new accounts are assigned an appropriate city reference number by City billing staff and that this number is included in all relevant transactions.

Electronic text documents and one hard copy document, shall be submitted to the City on a monthly basis in a format agreeable to both Contractor and City. Information shall include:

- Business Customer Name
- Service Address
- City Reference Number
- Contractor reference number
- Level of Service
- Quantity
- City Cost

In addition to the above requirement, the contractor shall provide two (2) "exception" files to the City each month which list unidentified accounts (usually those with no City reference number) for (1) Multifamily and (2) Commercial Customers.

2.3.3.3 Payment of Disposal Fees

Contractor shall deliver all Garbage and residual materials for disposal to the King County Disposal System, pursuant to Section 2.1.24. It is the parties understanding and expectation that King County will either invoice Contractor or invoice both Contractor and the City jointly for such disposal services. In any event, the City shall be responsible for making direct payment to King County of any invoices for disposal fees arising under this Contract, and shall indemnify and hold harmless Contractor from any liability related to the payment of such disposal fees. To the extent Contractor is being invoiced by King County for disposal services, Contractor shall be deemed a billing agent for the City.

2.3.4 Reporting

The Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow City staff access to pertinent operations information related to compliance with the obligations of the Contract such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.4.1 Monthly Reports

On a monthly basis, by the fifteenth (15th) day of each month, the Contractor shall provide a report containing information for the previous month. Reports shall be submitted in both hard copy and electronic format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include customer name and/or business name, customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of resolution and any additional driver's notes or comments;
- (2) A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for residential Garbage, Compostables and Recyclables collection services and number of bulky item and Textile collections;
- (3) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector;
- (4) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices;
- (5) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees;
- (6) A description of any vehicle accidents or infractions;
- (7) A description of commercial waste monitoring activities;
- (8) A description of promotion efforts and response; and
- (9) A description of any changes to collection routes, containers, vehicles, customer service or other related activities affecting the provision of services.

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

2.3.4.2 Semi-annual Reports

On a semi-annual basis, on March 1st and September 1st of each year of this Agreement, the Contractor shall provide an electronic spreadsheet report in Excel format. The report shall include the following columns for each Multifamily and Commercial customer in the City:

- (1) Customer name;
- (2) Customer address;
- (3) Contact name and number;
- (4) Garbage container size; and
- (5) Recycling container size (if any)

2.3.4.3 Annual Reports

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

- (1) A consolidated summary and tabulation of the monthly reports, described above;
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs;
- (3) A discussion of promotion and education efforts and accomplishments;
- (4) An inventory of current collection and other major equipment; and
- (5) The semi-annual Multifamily and Commercial customer list detailed in Section 2.3.4.3 .

2.3.4.4 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 the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City shall be in compliance with Section 6.8 and subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*.

2.3.5 Promotion and Education

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

The Contractor shall maintain a complete list of all Multifamily Complex and Commercial Customer sites within the City Service Area, and the status of each site's participation in Contractor-provided services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multifamily Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multifamily Complex and Commercial Customer sites, recycling status, container sizes and types, contact dates, outcome and suggestions for increasing participation or other program improvements.

2.3.6 Field Monitoring

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

The City intends to use trend analysis based on inferred container weights to monitor the appropriateness of disposal quantities billed by King County. The Contractor will cooperate with any additional field monitoring or review of Contractor collection or disposal records required to address discrepancies between actual and expected disposal quantities and will work resolve any identified discrepancies.

2.3.7 Transition to Next Contractor

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

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

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

3. COMPENSATION

3.1 Compensation to the Contractor

The Contractor shall be paid monthly by the City, by the fifteenth (15th) of the following month based on the verifiable Contractor collection records provided for that month. These payments will comprise the entire compensation due to the Contractor for Residential can/cart and Commercial Detachable Container collection services. The Contractor shall separately invoice and collect payment from customers for temporary Detachable Container and Drop-box Container services.

These charges provided in Attachment B include the following components:

- a) The Contractor's Garbage collection fee for the particular service level
- b) A disposal fee component only for temporary Detachable Container service based on the container weights specified in Attachment C. Actual load weight and disposal cost will be used for Drop-box Container services
- c) Recycling collection charges for each sector (e.g. Single Family Residential, Multifamily Residential, and Commercial Customers)
- d) For Single Family rates only, Compostables collection costs
- e) The costs of Recycling Carts, Compostables Carts, Garbage Carts and Multifamily/Commercial Recycling Carts, and Detachable Containers used for Garbage or Commercial Recyclables, but not including Drop-boxes for which separate rental charges shall be assessed

County, city and state solid waste taxes or fees shall be itemized separately and added to the charges listed in Attachment B, if applicable. The Contractor shall not charge separately for Recyclables or Single Family Residential Compostables collection services, except as set forth herein.

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

3.2 Compensation to the City

3.2.1 Franchise Fee

During each month of collection services provided during the term of this Contract, the City shall deduct a Franchise Fee from the Contractor's payment. The initial amount of the monthly Franchise Fee shall be Six Thousand Dollars (\$6,000.00), with the Franchise Fee adjusted as described in Section 3.3 of this Contract.

3.2.2 Taxes and Fees

The City may, from time to time, impose utility or other taxes that shall be assessed and payable as directed by City ordinance. If new City, County, state or federal taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs exceeding \$5,000 per year, the Contractor and City will enter into good faith negotiations to determine whether compensation adjustments are appropriate, and if so, determine the amount and the method of adjustment. The impacted party shall not unreasonably withhold its approval of the adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in Section 3.3.

3.3 Compensation Adjustments

The Contractor's collection service charges, excluding waste disposal fees for temporary Detachable Container service, for each level of service shall increase or decrease each year under this Contract by the following formula:

Inflation Adjustment Factor: The "Inflation Adjustment Factor" will be based on three indices computed by the United States Department of Labor, Bureau of Labor Statistics. The three indices and their weights are: 1) the second-half annual consumer price index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Area, Series ID No. CWURA423SAO, or successor indices, which will have a weight of **42%**, 2) the Energy Information Agency annual West Coast Retail Price Series for On-Highway Diesel Fuel, Index No. PADD5, which will have a weight of **8%**, and 3) the Employment Compensation Cost Index for Private Industry, in current dollars, December 2005=100, for Electric, Gas and Sanitary Services, Series ID No. ECU12542i, which will have a weight of **50%**. This composite index is intended to mirror the index used in Seattle's 2009 solid waste collection contract. If an index series is discontinued or updated, the Contractor and City agree to use the successor composite index adopted by Seattle for their solid waste collection contract. In the event that the Contractor uses CNG-fueled route trucks, the fuel price component of the composite index shall be changed to reflect the proportional mix of diesel and CNG trucks used in the City. The CNG fuel prices index shall be the "Northwest Pipeline Corp., Rocky Mountain monthly index as published by Platts Inside FERC'S Gas Market Report" or successor index used in the Contractor's CNG supply agreement.

The Inflation Adjustment Factor, for the contract year beginning in January 1, 2010, and for each subsequent contract year, will be calculated by taking the weighted average, based on the weights

above, of the percentage difference between the three indices' most recent year-end values and the corresponding values for the year ending December 2008, and adding the result to 1.0.

This annual Inflation Adjustment Factor will be applied to all rates set forth under the Contract, unless otherwise noted herein.

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

Rates will be adjusted annually, beginning January 1, 2010. On or by August 15th of each year, starting August 15th, 2009, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement calculating the new rates for the next year.

Periodic adjustments will also be made to Contractor collection rates for temporary Detachable Container service to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of those rates shall be adjusted, based on container content weights specified by the Contractor in Attachment B of this Contract.

Specific examples of rate modifications due to Consumer Price Index and disposal fee changes (for temporary Detachable Container service) are provided in Attachment C.

Should the Contractor be required by the City or other governmental authority to use disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor will submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

The Contractor shall not adjust or modify rates due to employee wage increases, , the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system, other than changes in scope proposed by the City. At the time of City's decision to extend this Contract through invoking contract extension options, Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the contract extension option.

3.4 Changes in [Disposal] or Compostables Processing Sites and Compostables Processing Fees

Should the Contractor be required by the City to use disposal or Compostables processing sites other than those being used at the initiation of this Contract or the Compostables processing fees increase more than the normal escalation of the index detailed in Section 3.3, the Contractor may submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

3.5 Change in Law

Changes in federal, State or local laws or regulations or a continuing force majeure 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, at the City's reasonable discretion. If the City requires review of financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and may take any other steps it deems appropriate to protect the confidential nature of Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

4. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to performance fees and Section 4.2 details default provisions and procedures.

4.1 Performance Fees

The City may deduct the following performance fees from the monthly payment for the service delivery omissions or acts as described below. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance Fees will be reasonably applied and may be appealed using the procedures mutually agreed upon by the City and Contractor. The individual deductions for Performance Fees will be documented and will be applied with consideration of the specific circumstances and related events as well as the Contractor's overall performance, including the Contractor's efforts to mitigate impacts and maintain service levels during labor disruptions.

Action or Omission	Performance Fee
Collection before or after the times specified in Section 2.1.4, except as expressly permitted.	Two hundred fifty dollars (\$250) per incident (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace containers in designated locations, spilling, not closing gates, replacing lids, crossing planted areas, or similar violations.	Twenty-five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus fifty dollars (\$50) per incident.
Leakage from Contractor vehicles or vehicle contents.	Two hundred dollars (\$250) per vehicle, per inspection, plus clean up costs.

Action or Omission	Performance Fee
Failure to collect missed materials within one (1) business day after notification.	One hundred dollars (\$100) per incident to a maximum of five hundred dollars (\$500) per truck per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-family Residences (excluding collections prevented by inclement weather).	One hundred and fifty dollars (\$150) per block segment if collection is performed the following day; five hundred dollars (\$500) if not collected by the following day.
Collection as Garbage of Source-separated Recyclables or Compostables in clearly identified containers, bags or boxes.	One hundred dollars (\$100) per incident, up to a maximum of one thousand dollars (\$500) per truck, per day.
Rejection of Garbage, Recyclables or Compostables without providing documentation to the customer of the reason for rejection.	Twenty-five dollars (\$25) per incident.
Failure to deliver Detachable Containers to new commercial Garbage customers within three (3) days.	Fifty dollars (\$50) per container per day.
Failure to deliver carts, Detachable Containers, or Drop-box Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after January 1, 2009.	Fifty dollars (\$50) per container per day.
Failure to deliver Garbage, Recycling or Compostables Carts within seven (7) days of request to Single-family Residence customers requesting service after January 1, 2009.	Twenty-five dollars (\$25) per container per day.
Misrepresentation by Contractors in records or reporting (other than clerical error).	Five thousand dollars (\$5000) per report.
Failure to make required reports on time.	Two hundred and fifty dollars (\$250) per incident.
Failure to maintain clean and sanitary containers, vehicles, and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
Landfilling or incineration of uncontaminated loads of Recyclables or Compostables without the express written permission of the City.	One thousand dollars (\$1,000) per vehicle, per incident, with no maximum.
Failure to comply with recycling processing standards specified in Section 2.1.12	One thousand dollars (\$1,000) per day.
Failure to meet customer service ring and on-hold time performance requirements.	Two hundred fifty dollars (\$250) per incident.
Failure to deliver Garbage, Recycling or Compostables Carts to all existing Single-family Residences before January 1, 2009.	One thousand dollars (\$1,000) per day.

Action or Omission	Performance Fee
Failure to deliver Garbage carts, Detachable Containers or Drop-boxes to all existing Multifamily Complex and Commercial Customers before January 1, 2009.	One thousand dollars (\$1,000) per day.
Failure to comply with fuel requirements specified in Section 2.1.25	One thousand dollars (\$1,000) per day.
Use of collection vehicle without a properly installed and operating particulate trap	Two hundred and fifty dollars (\$250) per truck per day.
Failure to include instructional/promotional materials when Garbage, Recycling and/or Compostables Carts are delivered.	Fifty dollars (\$50) per incident, 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 4.2.

Performance fees, if assessed during a given month, shall be invoiced by the City to the Contractor. Performance fees may be levied only if documented in an incident report presented by the City to the Contractor. The Contractor shall be notified and provided a copy of an incident report and shall be given 24 hours to cure the problem (if applicable) before performance fees are invoiced to the Contractor, except in the case of incidents for which, due to the nature of the event, a "cure" is not possible. 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.

Any fine may be appealed by the Contractor to the City, provided that the appeal is received by the City no later than 10 days of being assessed by the City. The Contractor shall be allowed to present evidence as to why the fine should be lessened or eliminated. The decision of the City shall be final.

4.2 Contract Default

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

1. The Contractor fails to commence the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on January 1, 2009, or for a period of more than five (5) consecutive days at any time during the term of this Contract.

2. The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, State or other regulatory body in order to collect materials under this Contract.
3. The Contractor's noncompliance creates a hazard to public health or safety.
4. The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to performance fees in excess of twenty-five thousand dollars (\$25,000) during any consecutive twelve (12) month period.
5. Failure to maintain, in good standing, surety and insurance required by this Contract.

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

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

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The Surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein. Pending consideration by the Surety of said option to assume the services provided under this Contract, the City may take possession of all the Contractor's equipment, vehicles and facilities, and employ such work force as it may deem advisable to continue the services provided under this Contract. The cost of all labor and materials necessary for such services provided under this Contract shall be paid by the Contractor in full, provided the City shall pay a monthly rental fee for the use of Contractor's equipment, vehicles and facilities as set forth in Section 6.4.

In the event that the Surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and the City shall have the right to take possession of and the use of the equipment, vehicles and facilities, and property of every kind and nature provided by the Contractor for the services provided under this Contract (provided it may pay the rental and

assume all liability of City operation for equipment, vehicles and facilities set forth above) and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or Surety, together with all reasonable costs incidental thereto.

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

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

The remedies specified in this section shall be in addition to all other remedies available to the City pursuant to this Contract or at law or in equity.

5. NOTICES

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

To City: Solid Waste Coordinator
City of Renton
1055 S. Grady Way
Renton, WA 98108

To Contractor: Municipal Contracts Manager
Waste Management of Washington, Inc.
801 2nd Avenue, Suite 614
Seattle, WA 98104

6. GENERAL TERMS

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables/ and Recyclables and construction/demolition materials within the City Service Area. When asked by the Contractor, the City shall use its best efforts to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation).

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

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Compostables/Foodscraps once these materials are placed in Contractor-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables, construction/demolition materials or Yard/Foodscraps Debris. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Compostables/Foodscraps shall be the financial responsibility of the Contractor.

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, customer, 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 five (5) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

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.

6.3 Contractor to Make Examinations

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

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to

provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Availability of Equipment, Vehicles and Facilities

The Contractor's equipment, vehicles and facilities used in the performance of this Contract shall be available for use by the City in case of Contract default, as described in Section 4.2. For this purpose, any document (including a lease to or by the Contractor; a financing contract; an acquisition over time; a mortgage; or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

- a. Allow the Surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment, vehicles and facilities in service for performance of the Contract during its remaining life.
- b. In the event the Contractor is in default and the Surety on the Contractor's performance bond fails to assume or continue performance within forty-eight (48) hours after notice to do so, allow the City to lease or sub-lease all or a portion of such property and use the same for a period of up to six (6) months following the date of the declaration of default by the City, and allow to provide such collection services on the condition that the City pays to the lessor a market rental for the property actually used in an amount no greater than the monthly lease (in event of a lease), the installment payment (in event of a purchase contract), or the monthly interest and principal (in event of a financing arrangement).
- c. Exempt the City from liability during its usage of such property for balloon payments, accrued interest, accelerated charges on account of default, or other extraordinary payments, nor make satisfaction thereof a condition of the City's interim usage.
- d. Forbid any foreclosure, trustee's sale, or other dispossession of the Contractor's interest without giving both the City and Surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's possessor interest pursuant to such document or the enforcement thereof subject to the requirements of subsections (a), (b) and (c) above of this section.

In event of default, the Contractor shall allow the City to use such property in order to continue collection services within the City Service Area for a period of up to six (6) months. Rental fees for all types of collection vehicles shall be paid to the Contractor or successor interest, as set forth above. To assure compliance with this section, the Contractor shall submit the following to the City for review and approval:

1. All contracts, leases, or other documents encumbering or limiting the Contractor's interest in such property.

2. All contracts, leases, or other documents for acquisition, lease or replacement, or substitute equipment for such property.
3. Any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement.

No contract shall be awarded without the City's prior written approval of the documents identified in this section, and no transactions identified in this section shall take effect without the City's approval. The City's approval shall not be unreasonably withheld.

6.5 Insurance

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

6.5.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Occurrence Endorsement ISO form CG 25 03 11 85. 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 endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs and legal defense expense applying to all work performed under the contract.

6.5.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

6.5.3 Deductibles and Self-Insured Retentions

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

6.5.4 Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (45) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.5.5 Acceptability of Insurers

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

6.5.6 Verification of Coverage

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

6.5.7 Subcontractors

All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.5.8 ACORD Form

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

1. Wording at bottom of ACORD Form - "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (45) days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company" – Shall be Changed to Read – "Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall mail thirty (45) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Renton, by certified mail."

6.6 Performance Bond

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

6.7 Indemnification

6.7.1 Indemnify and Hold Harmless

The Contractor shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident to, the execution of this Contract and/or the Contractor's performance or failure to perform any aspect of this Contract; provided, however, that if such claims are caused by or result from the concurrent negligence of the City its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Contractor and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

6.7.2 Industrial Insurance Immunity Waiver

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

6.8 Confidentiality of Information

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

If the City receives a request for inspection or copying of any such documents it shall promptly notify the Contractor (by U.S. mail and by fax) and upon the written request of the Contractor, received by the City within five (5) days of the mailing of such notice, shall postpone disclosure of the documents for a reasonable period of time as permitted by law to enable the Contractor to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this contract without securing the written approval of the Surety on the performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of

the Surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this contract.

6.9.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract any of the work or delegate any of its duties under this Contract without the prior written approval of the City. The City's approval shall not be required for subcontracting or assignment to any company that is affiliated to Contractor or its parent company. The Contractor shall provide prior written notice to the City of the proposed assignment or subcontractor arrangement. When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld, provided the subcontractor or assignee has the capability to meet all of the economic and other obligations under this Contract. 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 work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor or obligor does not comply with this clause.

The Contractor shall pay the City's reasonable costs and expenses, including attorney's fees, incurred in reviewing any request by Contractor to assign, subcontract, or delegate its duties hereunder.

6.10 Laws to Govern/Venue

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

6.11 Compliance With Law

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

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 of Renton from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

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

6.12 Non-Discrimination

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

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

6.13 Permits and Licenses

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

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

6.14 Relationship of Parties

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

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

6.15 Bankruptcy

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

6.16 Right to Renegotiate/Amendment

The City shall retain the right to renegotiate this Contract or negotiate contract amendments based on policy changes, state statutory changes or rule changes in King County, Washington State or federal regulations regarding issues that materially modify the terms and conditions of the Contract. The City may also renegotiate this Contract should any Washington State, King County or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

6.17 Force Majeure

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

6.18 Illegal Provisions

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

6.19 Waiver

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

6.20 Entirety

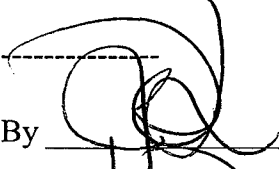
This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-C, represent the entire agreement of the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall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

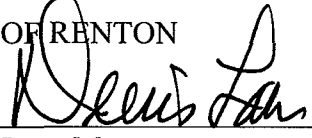
6.21 Severability

If, for any reason, any part, term or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

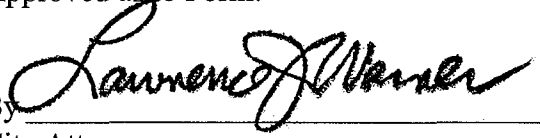
If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

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

By 
its: VICE-PRESIDENT

CITY OF RENTON
By 
Denis Law, Mayor

Attested: Bonnie I. Walton
City Clerk Bonnie I. Walton

Approved as to Form:
By 
City Attorney

Attachments:

- A: City Service Area
- B: Contractor Rates
- C: Rate Modification Examples

**Attachment B
2009 Contractor Rates**

City of Renton Rates			
		Total Service Fee	
	Service Level		
Weekly Residential	One 20 gallon Mini-Cart	\$ 16.89	
	One 35 gallon Contractor Cart	\$ 17.82	
Curbside Service	One 45 Gallon Contractor Cart	\$ 18.26	
	One 64 Gallon Contractor Cart	\$ 18.91	
	One 96 Gallon Contractor Cart	\$ 20.72	
	Extras (15 gallon equivalent)	\$ 2.36	
	Miscellaneous Fees:		
	Extra 96 Gallon Yard Waste Cart Rental	\$ 2.14	
Return Trip, per pickup	\$ 5.60		
	Item Collected		
On-Call Bulky Waste Collection	White Goods, except refrigerators	\$ 58.31	
	Refrigerators/Freezers	\$ 58.31	
	Sofas, Chairs	\$ 58.31	
	Mattresses	\$ 58.31	

**Attachment B
2009 Contractor Rates**

City of Renton Rates

	Service Level	Total Service Fee
Weekly Commercial Can and Cart	One 20 gallon Mini Cart / One 35 gallon Garbage Cart	\$ 11.09
	One 64 Gallon Contractor Cart	\$ 13.37
	One 96 Gallon Contractor Cart	\$ 15.96
	Extra cans or units	\$ 11.09
	Weekly Yard Waste Collection cart	\$ 43.88
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	\$ 82.75
	1.5 Cubic Yard Container	\$ 117.63
	2 Cubic Yard Container	\$ 139.52
	3 Cubic Yard Container	\$ 204.49
	4 Cubic Yard Container	\$ 269.92
Commercial Detachable Container (loose)	6 Cubic Yard Container	\$ 399.73
	1 Cubic Yard, 1 pickup/week	\$ 38.13
	1 Cubic Yard, 2 pickups/week	\$ 76.26
	1 Cubic Yard, 3 pickups/week	\$ 114.39
	1 Cubic Yard, 4 pickups/week	\$ 152.52
	1 Cubic Yard, 5 pickups/week	\$ 190.65
	1.5 Cubic Yard, 1 pickup/week	\$ 53.14
	1.5 Cubic Yard, 2 pickups/week	\$ 106.28
	1.5 Cubic Yard, 3 pickups/week	\$ 159.42
	1.5 Cubic Yard, 4 pickups/week	\$ 212.56
	1.5 Cubic Yard, 5 pickups/week	\$ 265.70
	2 Cubic Yard, 1 pickup/week	\$ 66.14
	2 Cubic Yard, 2 pickups/week	\$ 132.28
	2 Cubic Yard, 3 pickups/week	\$ 198.42
	2 Cubic Yard, 4 pickups/week	\$ 264.56
	2 Cubic Yard, 5 pickups/week	\$ 330.70
	3 Cubic Yard, 1 pickup/week	\$ 94.54
	3 Cubic Yard, 2 pickups/week	\$ 189.08
	3 Cubic Yard, 3 pickups/week	\$ 283.62
	3 Cubic Yard, 4 pickups/week	\$ 378.16
	3 Cubic Yard, 5 pickups/week	\$ 472.70
	4 Cubic Yard, 1 pickup/week	\$ 122.75
	4 Cubic Yard, 2 pickups/week	\$ 245.50
	4 Cubic Yard, 3 pickups/week	\$ 368.25
	4 Cubic Yard, 4 pickups/week	\$ 491.00
	4 Cubic Yard, 5 pickups/week	\$ 613.75
	6 Cubic Yard, 1 pickup/week	\$ 175.98
	6 Cubic Yard, 2 pickups/week	\$ 351.96
	6 Cubic Yard, 3 pickups/week	\$ 527.94
	6 Cubic Yard, 4 pickups/week	\$ 703.92
	6 Cubic Yard, 5 pickups/week	\$ 879.90
	6 Cubic Yard, 6 pickups/week	\$ 1,055.88
	8 Cubic Yard, 1 pickup/week	\$ 227.94
8 Cubic Yard, 2 pickups/week	\$ 455.88	
8 Cubic Yard, 3 pickups/week	\$ 683.82	
8 Cubic Yard, 4 pickups/week	\$ 911.76	
8 Cubic Yard, 5 pickups/week	\$ 1,139.70	
Extra loose cubic yard, per pickup	\$ 8.80	
Add'l Roll out fees over 25ft. Per increment of 5 ft., per pickup	\$ 0.55	
Unlocking Gate and container fees, per pickup	\$ 2.90	
Annual Cleansweeps Rate	Truck & Driver Hourly Rate	\$ 112.77
	Add'l helper Hourly Rate	\$ 64.68

**Attachment B
2009 Contractor Rates**

City of Renton Rates						
	Service Level (based on pick ups)	Proposed Rates				
		Daily Rent	Monthly Rent	Delivery Charge	Haul Charge	
Drop-box Collection	Non-compacted 10 cubic yard Drop-box	\$ 4.47	\$ 37.59	\$ 51.48	\$ 136.45	
	Non-compacted 15 cubic yard Drop-box	\$ 5.03	\$ 53.64	\$ 51.48	\$ 144.00	
	Non-compacted 20 cubic yard Drop-box	\$ 5.57	\$ 69.69	\$ 51.48	\$ 151.55	
	Non-compacted 30 cubic yard Drop-box	\$ 6.38	\$ 85.74	\$ 51.48	\$ 166.65	
	Non-compacted 40 cubic yard Drop-box	\$ 7.18	\$ 105.67	\$ 51.48	\$ 181.75	
	Compacted 10 cubic yard Drop-box	N/A	N/A	\$ 51.48	\$ 154.65	
	Compacted 20 cubic yard Drop-box	N/A	N/A	\$ 51.48	\$ 169.75	
	Compacted 30 cubic yard Drop-box	N/A	N/A	\$ 51.48	\$ 184.85	
	Compacted 40 cubic yard Drop-box	N/A	N/A	\$ 51.48	\$ 199.95	
	Service Level	Disposal Fee	Collection Fee	Delivery Charge	Haul Charge	
Temporary Collection	4 Yard detachable container	\$ 21.01	\$ 56.92	\$ 51.48	\$ 77.93	
	6 Yard detachable container	\$ 31.52	\$ 77.54	\$ 51.48	\$ 109.06	
	8 Yard detachable container	\$ 42.02	\$ 96.94	\$ 51.48	\$ 138.96	
		First 72 hour Rental	Total Service Fee	Add'l Daily Rental		
Temp. Rent	4 Yard detachable container	\$ 16.94		\$ 5.64		
	6 Yard detachable container	\$ 16.94		\$ 5.64		
	8 Yard detachable container	\$ 16.94		\$ 5.64		
		First 72 hour Rental	Add'l Daily Rental	Delivery Charge	Haul Charge	
Temp. Drop Box	Non-compacted 10 cubic yard Drop-box	\$ 13.50	\$ 5.06	\$ 51.48	\$ 161.35	
	Non-compacted 20 cubic yard Drop-box	\$ 15.19	\$ 5.60	\$ 51.48	\$ 161.35	
	Non-compacted 30 cubic yard Drop-box	\$ 19.24	\$ 6.41	\$ 51.48	\$ 161.35	
	Non-compacted 40 cubic yard Drop-box	\$ 21.67	\$ 7.22	\$ 51.48	\$ 161.35	
	Miscellaneous Fees:					
	Return Trip				\$ 24.75	
	Stand-by Time (per minute)				\$ 1.41	
	Drop-box turn around charge				\$ 18.00	
	Service					Hourly Fee
Hourly Rates	Rear/Side-load packer + driver					\$ 86.95
	Front-load packer + driver					\$ 86.95
	Drop-box Truck + driver					\$ 75.61
	Additional Labor (per person)					\$ 33.08

Attachment C

Rate Modification Examples

The collection and disposal components of the customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of customer charges will be adjusted annually, pursuant to this section and as described below. Additionally, the disposal component of the customer charges for temporary detachable container customers 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

March 2009 - February 2010 Rates

Haul Rate Payment Adjustment Components and Weights
(Hypothetical Values for Indexes)

Inflation Adjustment Component	2007 Value	2008 Value	Ratio to Base Year	Adjustment Factor
Fuel [1] – 8%	225.0	270.0	1.2000	
Labor [2] – 50%	110.0	120.0	1.0909	
CPI-W [3] – 42%	205.0	217.0	1.0585	
<u>Weighted Index</u>				<u>1.0860</u>

Example:

2009 32 Gallon Cart Collection Fee: \$17.82

2009-10 Adjustment Weighted Index (calculated as above): 1.0860

Adjusted 2009-10 32 Gallon Can Collection (non-disposal component) Fee: \$19.35

Notes:

- [1] Energy Information Agency annual West Coast Retail Price Series for On-Highway Diesel Fuel, Index No. PADD5
- [2] Employment Compensation Cost Index for Private Industry, in current dollars, December 2005=100, for Electric, Gas and Sanitary Services, Series ID No. ECU125421
- [3] Consumer Price Index Series ID No. CWURA423SAO, Bureau of Labor Statistics, second-half annual index for Urban Wage Earners and Clerical Workers, Seattle-Tacoma-Bremerton Statistical Area.

Disposal Component Adjustment

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

Step 1:

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

Step 2:

$$\text{NDC} = A + ((A - \text{ODC}) \times \text{Current Excise Tax Rate})$$

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; and

OTF = The old disposal fee, dollars per ton; and

A = Pre-excise tax adjusted disposal component

Current Excise Tax Rate = the current State excise tax (0.015 used for this example)

For example using the initial one 35-gallon cart rate of \$9.57 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will decrease from \$82.50 to \$75 per ton starting on July 1, 2007, the old disposal component is \$3.75, and the State Excise Tax rate is 0.015, the 2007 customer charge for one 35-gallon cart per week residential curbside service would be:

$$\text{New Collection Component} = \$5.82 \times \left(1 + \frac{144.3 - 143.2}{143.2} \right) \times 0.7 = \$5.85$$

$$\text{New Disposal Component} = (3.75 \times (75/82.50)) \text{ plus excise tax adjustment of } \$-0.005 = \$3.40$$

Thus, the new customer charge for one 35-gallon cart per week residential curbside service will be \$5.85 plus \$3.40, equaling \$9.25.

City Franchise Fee Adjustment

The City fee will be adjusted in a similar format to the collection component adjustment described above:

For Example: New monthly City Fee = \$6000.00 x 1.0860 = \$6,516.00