CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2006-203

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING A COMPREHENSIVE GARBAGE RECYCLABLES, AND YARD DEBRIS COLLECTION CONTRACT BETWEEN THE CITY OF SAMMAMISH AND RABANCO LTD. D/B/A ALLIED WASTE OF BELLEVUE

WHEREAS, the Contractor has provided solid waste collection in the City of Sammamish area under its Washington Utilities and Transportation Commission certificate since before the City was incorporated; and

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

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

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That the attached Comprehensive Garbage, Recyclables, and Yard Debris Collection Contract between the City of Sammamish and Rabanco Ltd d/b/a Allied Waste of Bellevue shall be adopted and by reference incorporated herein; and

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall be in full force and effect 5 days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF NOVEMBER, 2006.

CITY OF SAMMAMISH

Mayor Michele E. Petitti

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 31, 2006
First Reading:	November 7, 2006
Passed by the City Council:	November 21, 2006
Date of Publication:	November 26, 2006
Effective Date:	December 1, 2006

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

RECEIVED
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City of Sammamish

City of Sammamish
and
Rabanco Ltd. d/b/a Allied Waste of Bellevue

April 1, 2007 – December 31, 2016

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Table of Contents

RECITALS **1**

DEFINITIONS **1**

1. TERM OF CONTRACT **5**

2. SCOPE OF WORK **6**

2.1 GENERAL COLLECTION SYSTEM REQUIREMENTS 6
2.1.1 City Service Area *6*
2.1.2 Annexation *6*
2.1.3 Unimproved Public Streets and Private Roads *7*
2.1.4 Hours/Days of Operation *7*
2.1.5 Employee Conduct *7*
2.1.6 Disabled Persons Service *8*
2.1.7 Holiday Schedules *8*
2.1.8 Inclement Weather *8*
2.1.9 Suspending Collection from Problem Customers *9*
2.1.10 Missed Collections *9*
2.1.11 Same Day Collection *9*
2.1.12 Requirement to Recycle and Compost *10*
2.1.13 Routing, Notification and Approval *10*
2.1.14 Equipment Age/Condition *11*
2.1.15 Container Requirements and Ownership *12*
2.1.15.1 Mini-cans and Garbage Cans 12
2.1.15.2 Garbage, Recyclables and Yard Debris Carts 12
2.1.15.3 Detachable and Drop-box Containers 13
2.1.15.4 Recycling Carts 13
2.1.15.5 Ownership 14
2.1.15.6 Container Colors and Labeling 14
2.1.16 Spillage *15*
2.1.17 Pilot Programs *15*
2.1.18 Disruption Due to Construction *15*
2.1.19 Contractor Planning Assistance *16*
2.1.20 Safeguarding Public and Private Facilities *16*
2.1.21 Company Name *16*
2.1.22 Transition and Implementation of Contract *16*
2.1.23 Coordination with City and Annual Performance Review *17*
2.1.24 Disposal Requirements *17*
2.2 COLLECTION SERVICES 18
2.2.1 Single-family Residence Garbage Collection *18*
2.2.1.1 Subject Materials 18
2.2.1.2 Containers 18
2.2.1.3 Specific Collection Requirements 18
2.2.2 Single-family Residence Recyclables Collection *19*
2.2.2.1 Subject Materials 19
2.2.2.2 Containers 20
2.2.2.3 Specific Collection Requirements 21
2.2.3 Yard Debris Collection *21*
2.2.3.1 Subject Materials 21
2.2.3.2 Containers 21
2.2.3.3 Specific Collection Requirements 22
2.2.3.4 Foodwaste Collection 22

Table of Contents (continued)

2.2.4 Single Family Bulky Waste Collection *22*
2.2.4.1 Subject Materials 22
2.2.4.2 Specific Collection Requirements 23
2.2.5 Multifamily Complex and Commercial Customer Garbage Collection *23*
2.2.5.1 Subject Materials 23
2.2.5.2 Containers 23
2.2.5.3 Specific Collection Requirements 24
2.2.6 Multifamily Complex Recyclables Collection *24*
2.2.6.1 Subject Materials 24
2.2.6.2 Containers 24
2.2.6.3 Specific Collection Requirements 25
2.2.7 Multifamily Complex and Commercial Customer Yard Debris Collection *25*
2.2.7.1 Subject Materials 25
2.2.7.2 Containers 25
2.2.7.3 Specific Collection Requirements 25
2.2.8 Drop-Box Container Garbage Collection *26*
2.2.8.1 Subject Materials 26
2.2.8.2 Containers 26
2.2.8.3 Specific Collection Requirements 26
2.2.9 Temporary Detachable Container And Drop-box Service *27*
2.2.10 Service to City Facilities *27*
2.2.11 City Drop-off Collection Events *27*
2.2.12 City-Sponsored Community Events *28*
2.3 MANAGEMENT 28
2.3.1 Responsibility of Participants *28*
2.3.1.1 Contractor's Responsibilities 28
2.3.1.2 City's Responsibilities 30
2.3.2 Customer Service *30*
2.3.2.1 Location of Customer Service Office 30
2.3.2.2 Customer Service Requirements 31
2.3.3 Customer Billing Responsibilities *32*
2.3.4 Reporting *34*
2.3.4.1 Monthly Reports .....
2.3.4.2 Annual Reports 34
2.3.4.3 Ad Hoc Reports 35
2.3.5 Promotion and Education *35*
2.3.6 Field Monitoring *36*
2.3.7 Transition to Next Contractor *36*

3. COMPENSATION 36

3.1 Compensation to the Contractor *36*
3.1.1 Rates *36*
3.1.2 Itemization on Invoices *37*
3.2 COMPENSATION TO THE CITY 37
3.3 CHANGE IN LAW 37

4. FAILURE TO PERFORM, REMEDIES, TERMINATION 38

4.1 LIQUIDATED DAMAGES 38
4.2 CONTRACT DEFAULT 40

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Table of Contents (continued)

5. NOTICES **41**

6. GENERAL TERMS **42**

6.1 COLLECTION RIGHT 42
6.2 ACCESS TO RECORDS 42
6.3 CONTRACTOR TO MAKE EXAMINATIONS 43
6.4 AVAILABILITY OF EQUIPMENT, VEHICLES AND FACILITIES 43
6.5 INSURANCE 44
6.5.1 Minimum Scope of Insurance *45*
6.5.2 Minimum Amounts of Insurance *45*
6.5.3 Deductibles and Self-Insured Retentions *46*
6.5.4 Other Insurance Provisions *46*
6.5.5 Acceptability of Insurers *46*
6.5.6 Verification of Coverage *46*
6.5.7 Subcontractors *46*
6.5.8 ACORD Form *46*
6.6 PERFORMANCE BOND 47
6.7 INDEMNIFICATION 47
6.8 CONFIDENTIALITY OF INFORMATION 48
6.9 ASSIGNMENT OF CONTRACT 48
6.9.1 Assignment or Pledge of Moneys by the Contractor *48*
6.9.2 Assignment, Subcontracting, Delegation of Duties *48*
6.10 LAWS TO GOVERN/VENUE 49
6.11 COMPLIANCE WITH LAW 49
6.12 NON-DISCRIMINATION 49
6.13 PERMITS AND LICENSES 50
6.14 RELATIONSHIP OF PARTIES 50
6.15 BANKRUPTCY 50
6.16 RIGHT TO RENEGOTIATE/AMENDMENT 50
6.17 FORCE MAJEURE 51
6.18 ILLEGAL PROVISIONS 51
6.19 WAIVER 51
6.20 ENTIRETY 51
6.21 SEVERABILITY 51

Attachment A: City Service Area
Attachment B: Contractor Rates

This solid waste collection contract is entered into by and between the City of Sammamish, a municipal corporation of the State of Washington ("City"), and ("Contractor") to provide for collection of Garbage, Yard Debris, 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 has provided solid waste collection in the City of Sammamish area under its Washington Utilities and Transportation Commission certificate since before the City was incorporated; and

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

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

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

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

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

DEFINITIONS

Administrative Fee: The team "Administrative Fee" means a monthly fee remitted to the City from the Contractor.

City: The word "City" means the City of Sammamish, King County, Washington. As used in the Contract, it includes the official of the City holding the office of Administrative Services 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. The initial City Service Area shall be the corporate limits of the City as of April 1, 2007.

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.

Credit Agreement: The term "Credit Agreement" means the Credit Agreement dated as of July 21, 1999, as amended and restated as of March 21, 2005, among Allied Waste Industries, Inc., Allied Waste North America, Inc., the lenders party thereto and, among others, JPMorgan Chase Bank, N.A., as administrative agent, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time.

Contractor: The word "Contractor" means Rabanco Ltd. d/b/a Allied Waste of Bellevue, which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Yard Debris.

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.

Documented Complaints: The term "Documented Complaints" means those complaints brought to the Contractor's attention for repeated missed collections at the Contractor's fault, failure to deliver carts or containers on the agreed-upon date, failure to clean-up material spilled by the Contractor's employees after notification to the Contractor by the City, collections performed outside the allowed hours and other similar complaints to the City.

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.

Foodwaste: The word "Foodwaste" 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. Foodwaste shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

Administrative Fee: The team "Administrative 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 Yard Debris.

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 Cart: The term "Garbage Cart" means a Contractor-provided 32-, 60- or 90-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.

Licensed Property: The term "Licensed Property" means any and all of the Contractor's equipment, vehicles, facilities and property of every kind and every nature of which the City has taken possession in accordance with Sections 4.2 and/or 6.4.

Mini-can: The term "Mini-can" means a water-tight galvanized sheet-metal or plastic container not exceeding twenty gallons in capacity or thirty pounds in weight when full; fitted with two sturdy handles, one on each side; and fitted with a tight cover equipped with a handle.

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 five (5) 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-, 60- or 90-gallon wheeled cart suitable for household 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.

Residence: The word "Residence" means a 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, tri-plexes, 4-plexes 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, Yard Debris 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.

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

WUTC Tariff: The term "WUTC Tariff" means the Contractor's tariff filed with the WUTC under its G-12 certificate, specifically the area delineated as "Appendix A" in the tariff in place at the time this Contract was executed. The "Appendix A" area covers the larger segment of the G-12 certificate area including the area to the North and West of the City.

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 plastic bags may be used to contain Yard Debris.

Yard Debris Cart: The term "Yard Debris Cart" means a City-owned or Contractor-provided 60- or 90-gallon wheeled cart provided to subscribing customers for the purpose of containing and collecting Yard Debris and, where applicable, Foodwaste.

AGREEMENT

This agreement (hereafter, "Contract") is made and entered into this 5th day of December, 2006, by and between the City of Sammamish, a municipal corporation (hereafter, "City"), and Rabanco Ltd. d/b/a Allied Waste of Bellevue, a Washington corporation (hereafter, "Contractor").

1. TERM OF CONTRACT

The term of this Contract is nine years and nine months, starting April 1, 2007, and expiring December 31, 2016. This contract may be extended by mutual agreement of the City and Contactor.

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 other than those expressly called for in the Section 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 ten (10) years.

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 notice from the City, 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 can not 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 Garbage Can, Cart and Detachable Container collections within the city shall be made between the hours of 6:00 a.m. and 6:00 p.m. on the consistent weekday, unless the City authorizes a temporary extension of hours or days. Drop-box collection within in Residential areas shall be made between the hours of 7:00 a.m. and 5:00 p.m., unless the City authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with make-up collections, and holiday, inclement weather schedules and Commercial Customer preferences.

2.1.5 Employee Conduct

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

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 Yard Debris 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 of its collection plan for each day inclement weather is experienced as soon as practical that day.

The Contractor shall collect Garbage, Recyclables and Yard Debris from customers with interrupted service on the next regularly scheduled collection day and customers may set out double the normal service level quantity at no additional charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

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.

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 Yard Debris 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 liquidated damages due to lack of proper customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Yard Debris 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 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 5:00 p.m. on Friday), the Contractor shall collect the materials that day and may be subject to liquidated damages. 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 Yard Debris collection shall occur on the same regularly scheduled day of the week for Single-family Residence customers. The collection of Garbage, Recyclables and Yard Debris 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 Source-separated Recyclables and Yard Debris collected, unless express prior written permission is provided by the City. The Contractor shall operate their material recovery facility in a manner to ensure that processed recyclables destined for market have no greater outthrows, prohibited materials or contamination than allowed under current industry standards. For the purposes of evaluating this performance requirement, "industry standards" shall be the current specifications issued by the Institute of Scrap Recycling Industries: *Scrap Specifications Circular 2004 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock and Plastic Scrap," or successor circular or guidelines.* The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards, provided that under no circumstances shall the disposal of residuals exceed five percent by weight of the total monthly quantity collected of either Source-Separated Recyclables or Yard Debris unless the Contractor can establish that such excess contaminants are the result of special circumstances beyond the Contractor's control, processing of materials may result in damage to Contractor's equipment or are caused solely by the actions of generators. If King County developed future recyclable material processing standards which include a different threshold, the County threshold shall supercede the initial five percent threshold. Disposal of contaminants shall be tracked by the Contractor as to volume and percentage of materials collected on a monthly basis and included in the monthly reports.

The City shall be provided access to the Contractor's processing facilities with 24-hours notice for the purposes of periodically monitoring the facilities' performance under this Section. Monitoring may include, but not be limited to, breaking selected bales and measuring outthrows and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure that Contractor performance under this contract and that mis-directed recyclables and contamination are minimized. All such investigations shall be done in strict compliance with Contractor's safety policies.

Obvious contaminants included with either Source-separated Recyclables or Yard Debris 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 Yard Debris shall be collected from each Single-family Residence and Multifamily Complex area. One copy of the 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, such approval not to be unreasonably withheld.

2.1.14 Equipment Age/Condition

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. Back-up vehicles used less than thirty (30) days per year shall not be subject to the age and mileage limits 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.

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 Yard Debris leachate) or oils (lubricating, hydraulic or fuel) are discharged to customer premises or City streets. Unremediated spills and failure to repair vehicle leaks shall be subject to liquidated damages. 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 Mini-cans and Garbage Cans

Both Residential and Commercial Customers may elect to use customer-owned Mini-cans or Garbage Cans or carts, or may choose to use Contractor-owned Carts for Garbage collection service. In all cases, customers will be directed to have at least one rigid container as their primary Garbage container. Plastic bags may be used for overflow volumes of Garbage, but not as a customer's primary container.

If a customer uses their own Mini-can or 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.

2.1.15.2 Garbage, Recyclables and Yard Debris Carts

The Contractor shall provide 32-, 60- and 90-gallon Garbage Carts for the respective level of Garbage collection on request; 32-, 60- or 90-gallon Recyclables Carts; and 60- and 90-gallon Yard Debris 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 carts must have materials preparation instructions and telephone and website contact information printed on a weather-resistant sticker on the lid.

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 Yard Debris) 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 may charge that customer for repairs in accordance with their WUTC Tariff.

2.1.15.3 Detachable and Drop-box Containers

The Contractor shall furnish and install 1-, 1.25-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- and 40-cubic yard uncompacted Drop-box Containers to any customer who requires their use for storage and collection of Garbage, Recyclables or Yard Debris 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 Yard Debris 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, Yard Debris 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 32- or 60-gallon Recycling Carts on request to those residents requiring less capacity than provided by the default 90-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 Yard Debris 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 this 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 that are five years old or newer at its own expense following the last collection on the the last day of this Contract. If the City elects to purchase Carts in annexation area(s) 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, based on the value of in-place carts reported by the Contractor one-hundred and eighty (180) days before the end of the 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 shall be blue, Yard Debris Carts shall be green, and Garbage Carts and Detachable Containers shall be grey. 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.

All Garbage Carts, Recycling Carts and Yard Debris 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 liquidated damages, 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 Yard Debris 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 Yard Debris 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 Yard Debris services. The City shall make its best efforts to forward permit application plans to the Contractor for prior review during the City's internal review process for construction and development permits.

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 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.

2.1.21 Company Name

The Contractor shall not use a firm name containing the words "Sammamish," "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) The Contractor shall upgrade their existing websites to comply with the customer service requirements in Section 2.3.2 by March 1, 2007.

(2) Starting March 1, 2007 and continuing through March 31, 2007, the Contractor shall deliver 90-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 April, 2007.

The Contractor shall lead the design, development, production and/or distribution of all guides, decals and other information related to its collection services 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 reasonable 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 Yard Debris, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

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 legal within the City. Contractor collection of Garbage mixed with visible Yard Debris may be grounds for liquidated damages.

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 liquidated damages due to lack of proper customer notification.

2.2.1.2 Containers

The customer's primary container must be a Mini-can, Garbage Can, or Garbage Cart. Plastic bags 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 60-gallon cart would have a weight limit of 120 pounds). The Contractor may charge for overweight and oversized containers in accordance with its WUTC Tariff and shall not required to collect containers customer-provided Garbage Cans larger than 35-gallons in capacity.

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 weekly collection of the following service levels:

1. one 20-gallon Mini-can;
2. one 20-gallon wheeled cart;
3. one 32-gallon Garbage Can
4. one 32-gallon wheeled cart;
5. two 32-gallon Garbage Cans;

6. one 60-gallon wheeled cart;
7. three 32-gallon Garbage Can;
8. one 90-gallon wheeled cart; and
9. four 32-gallon Garbage Can;

The Contractor shall also offer monthly collection of one 32-gallon Garbage Can or 32-gallon Garbage Cart to customers who generate very low amounts of Garbage and are able to contain those materials in a manner which does not generate excessive odors or attract insects or animals.

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. 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.

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. The Contractor shall collect all Recyclables from Single-family Residences that are prepared as follows and uncontaminated with food or other residues:

Aluminum Cans and Foil:	All aluminum cans and clean foil 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 with labels removed that are placed in the Recycling Cart or separately boxed or bundled.

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 March 31, 2007. The default Recycling Cart size shall be 90-gallons, provided that the Contractor shall offer and provide 32- or 60-gallon Recycling Carts on request to those residents requiring either less capacity than provided by the standard 90-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, reuse or resale. The Contractor shall reuse or recycle all old

recycling bins collected unless otherwise previously authorized in writing by the City. The Contractor shall no longer be required to collect recyclables materials from the old recycling bins one the new recycling carts are distributed to customers.

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

2.2.2.3 Specific Collection Requirements

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

The Contractor shall collect all properly prepared Single-family Residence Recyclables from Garbage customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-family Residence. In this case, the Contractor shall request the 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.

Upon sixty (60) days written notice, the City may elect to shift from every-other-week to weekly recycling collection, in which case $1.81 per month shall be added to the customer rates listed in Attachment B.

2.2.3 Yard Debris Collection

2.2.3.1 Subject Materials

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

Contaminated or oversized Yard Debris 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 Yard Debris Carts. Yard Debris Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6. Yard Debris Carts shall be available in 60- and 90-gallon sizes.

Extra Yard Debris material that does not fit in a Yard Debris Cart shall be bundled or placed in Kraft bags, customer-owned 32-gallon containers or untied reusable plastic bags and shall be subject to "extra" charges as described in Attachment B. 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.

Yard Debris 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

Yard Debris materials shall be collected every-other-week from all subscribing Single Family Residences on the same day as Garbage collection, except during the period from December through February when Yard Debris shall be collected monthly. The rates for basic service and extras shall be charged in accordance with Attachment B.

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

Upon sixty (60) days written notice, the City may elect to shift from every-other-week to weekly Yard Debris collection, in which case $2.50 per month shall be added to the customer rates listed in Attachment B.

2.2.3.4 Foodwaste Collection

The Contractor shall accept Foodwaste included and mixed with Yard Debris in Yard Debris Carts for Single Family Residential Customers. The Contractor's instructions for their overall collection program shall include instructions for the proper handling and recycling of foodwaste. The range of materials handled by the Foodwaste collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

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

charges, weights, and whether the item was recycled or disposed. Completed route sheets shall be provided to the City on request.

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 2.2.4.2.

Garbage containing Yard Debris shall not knowingly 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 liquidated damages.

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."

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.

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 90-gallons, provided that the Contractor shall offer and provide 32- or 60-gallon Recycling Carts on request to those complexes requiring either less capacity than provided by the standard 90-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 Yard Debris 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 Multifamily Complex and Commercial Customer Yard Debris Collection

2.2.7.1 Subject Materials

The Contractor shall provide Yard Debris collection services to Multifamily Complex and Commercial Customers, in accordance with the service level selected by the customer and on a subscription basis and at an additional cost according to the rates in Attachment B.

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

2.2.7.2 Containers

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

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

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

2.2.7.3 Specific Collection Requirements

Yard Debris shall be collected from Multifamily Complex and Commercial Customers at the same frequency schedule for Single-family customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Yard Debris in excess of the subscribed container size may be charged as "extras" per the Contractor's applicable WUTC tariff.

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.

2.2.8 Drop-Box Container Garbage Collection

2.2.8.1 Subject Materials

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

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 legal within the City. Contractor collection of Garbage mixed with visible Yard Debris may be grounds for liquidated damages.

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.

2.2.8.2 Containers

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

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

2.2.8.3 Specific Collection Requirements

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.

2.2.9 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.

2.2.10 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 Yard Debris collection services to all City municipal facilities, without charge. Those facilities include, but are not limited to the following:

Facility	Address
Beaver Lake Maintenance Shop	25005 24th Street SE
Beaver Lake Park	25201 24th Street SE
The Lamb House	2004 228th Ave Se
The Sween House	22503 4th Street SE
City Hall	486 228th Ave NE
Pine Lake Park (April-October)	16th Street NE and 228th Ave SE
East Sammamish Park (April-October)	24th Street SW and 228th Ave SE

Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

2.2.11 City Drop-off Collection Events

The Contractor shall provide support at one (1) City special drop-off collection events scheduled each year. 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 and transportation at no additional charge to the City. The City shall be responsible for all recycling and/or disposal fees.

2.2.12 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:

- July 4th 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.

2.3 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 Yard Debris 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.

- Billing, receiving and posting customer payments and deposits.

- Procuring all equipment and bearing all start-up, operating and maintenance costs for collection and processing or disposal of Garbage, Recyclables and Yard Debris, 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 as soon as practical.

2.3.1.2 City's Responsibilities

The City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.

- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.

- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.

- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.

- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.

- Reviewing and approving collection days and route 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.

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, and dispatching Drop-box Containers and special collections.. These functions shall be provided at the Contractor's sole cost with such costs included in the Attachment B customer charges.

2.3.2.1 Location of Customer Service Office

The Contractor shall maintain a principal office in King County within the general vicinity of the City. The Contractor's office and customer service 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 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 web page addressing City programs shall include a web or e-mail link for customer complaints that is routed directly to the site or e-mail address directed by the City. The website design shall be submitted for City approval prior to collection service commencement.

B. Recycling and Yard Debris/Foodwaste Programs

The Contractor's customer service representatives shall be fully knowledgeable of all collection services available to Sammamish residents. For new customers, customer service representatives shall explain all Garbage, Yard Debris and Recyclables collection available. For existing customers, the representatives shall resolve recycling issues, missed pickups, container deliveries, etc. Customer service representatives shall be trained to inform customers of Yard Debris, Foodwaste and Recyclables preparation specifications. City policy questions shall be forwarded to the Administrator 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.

D. Commercial Waste Monitoring

The Contractor shall periodically survey Commercial Customers to determine the types of wastes disposed. If this survey indicates that Hazardous Wastes or wastes requiring special handling are being disposed with Garbage, the Contractor shall make follow-up contacts with the generator to discuss proper disposal procedures. This program shall be on-going, with contacts made at least once every three years with Commercial Customers that, due to the nature of their activities, may produce or improperly dispose of Special Wastes. The Contractor shall document its program and follow-up contacts in the Contractor's monthly report to the City.

E. Customer Service Performance Incentive

It is the City's intention to have the Contractor perform the services under this Agreement in a manner which minimized customer complaints. To ensure continued customer service diligence, the City shall invoice the Contractor monthly, and the Contractor shall pay monthly within 30 days of the invoice receipt, a performance penalty of ten dollars ($10.00) per Documented Complaint received by the City. This penalty shall apply to telephone calls, e-mails, letters regarding Documented Complaints and Document Complaints received by the Contractor's office and/or forwarded from the Contractor's website. The City shall immediately inform the Contractor via e-mail of all Document Complaints received and the City's intention to assess the penalty. The Contractor shall have the right to appeal any penalties to the City. However, the City's subsequent decision shall be final.

2.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-family Residence customers shall be billed at least

quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. Billing and accounting costs associated with customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to customers City-approved late payments and NSF check charges, as well as the costs of bad debt collection.

Customers may temporarily suspend service due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual services received. When service is temporarily suspended, the Contractor may continue to bill for container rentals, if applicable. Customers shall be notified of continuing container rental fees when calling or e-mailing their request for service suspension.

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

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Yard Debris collection bills. Bills must include a statement indicating the customer's current service level, current charges and payments, and appropriate taxes and fees.

- Accepting, processing and posting payment data each business day.

- Maintaining a system to monitor customer subscription levels, record excess Garbage collected, place an additional charge on the customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a customer's historical account data for a period of not less than two years.

- Accepting and responding to customer requests for service level changes, and missed or inadequate collection services, and additional services.

- Collecting unpaid charges from customers for collection services.

- Implementing rate changes as specified in Section 3.3.

- Including lines for customer service messages on customer bills.

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

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

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. Reported data shall be limited to operations provided under the scope of this Agreement.

2.3.4.1 Monthly Reports

On a monthly basis, by the last 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: the number of garbage collection customers by sector and service level, and the number of bulky item collections;

(3) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Yard Debris quantities by collection sector;

(4) A description of any vehicle accidents or infractions;

(5) A description of promotion efforts and response; and

(6) 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 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 summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices;

(3) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Yard Debris as well as any changes in processing procedures, locations or tipping fees;

(4) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Yard Debris and Recyclables collection programs;

(5) A discussion of promotion and education efforts and accomplishments;

(6) A listing of all Residential Garbage, Recycling and Yard Debris carts distributed during the previous year. The listing shall include service address, cart description, serial number and delivery date; and

(7) An inventory of current collection and other major equipment.

2.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to three (3) 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 related to overall solid waste and community programs, with the assistance and cooperation of the Contractor. The Contractor shall have primary responsibility for providing service-oriented information and outreach to customers.

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.

2.3.6 Field Monitoring

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

2.3.7 Transition to Next Contractor

The Contractor shall be expected to work with the City and 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 thirty (30) 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

3.1.1 Rates

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

The initial Attachment B shall be the Contractor's WUTC Tariff effective on the starting date of this Contract, as amended from time to time during the term of this Contract. The Tariff may be amended either by mutual agreement of the City and Contractor or by operation of WUTC rate regulation resulting in changes to the Contractor's WUTC Tariff.

In the event that the Contractor submits a rate modification request to the WUTC, the Contractor shall provide the City a duplicate copy of all materials provided to the WUTC on the same date as the initial rate filing. If the Contractor receives any notice from the WUTC of an audit or

other potential rate changing event, the Contractor shall submit complete copies of relevant rate information and correspondence to the City within two business days of receiving or submitting such information.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Single-family Residence or Multifamily Complex Source-separated Recyclables. If implemented, the City Administrative Fee shall not be itemized separately on customer invoices.

3.1.2 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, changes in Yard Debris processing fees, the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system other than provided for under Section 3.1.1. 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.

If new City, King County or Washington State taxes, fees or surcharges 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, Contractor's rates shall be adjusted accordingly. Any adjustment in Contractor charges will coincide with the rate adjustment process described in Section 3.3. Such approval shall not be unreasonably withheld.

3.2 Compensation to the City – Administrative Fee

The City may elect to add an Administrative Fee at any point during the term of this Contract. If an Administrative Fee is imposed, the Contractor shall include an equivalent amount in the rates charged to customers. The amount included in customer rates will be based on the actual amount of the Administrative Fee plus the additional city and/or state business and occupation tax. At the end of each month an Administrative Fee is assessed, the City shall provide an Administrative Fee invoice to the Contractor, which the Contractor shall pay by the last working day of each month. The Contractor's failure to pay or reoccurring late payments shall be considered a breach of this Contract.

3.3 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 Contractors

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 liquidated damages for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to liquidated damages and Section 4.2 details default provisions and procedures.

4.1 Liquidated Damages

The Contractor may be subject to liquidated damages for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. Site visitations must be during normal business hours and are subject to the Contractor's facility visitation policies. Liquidated damages may include, but are not limited to:

Action or Omission	Liquidated Damages
Collection before or after the times specified in Section 2.1.4, except as expressly permitted.	One hundred dollars ($100) 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.
Unremediated leakage from Contractor vehicles or vehicle contents.	One hundred fifty dollars ($150) per vehicle, per inspection, plus clean up costs.
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.
Intentional collection as Garbage of Source-separated Recyclables or Yard Debris in clearly identified containers, bags or boxes.	One hundred dollars ($100) per incident, up to a maximum of five hundred dollars ($500) per truck, per day.
Rejection of Garbage, Recyclables or Yard	Twenty-five dollars ($25) per incident.

Action or Omission	Liquidated Damages
Debris without providing documentation to the customer of the reason for rejection.	
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 April 1, 2007.	Fifty dollars ($50) per container per day.
Failure to deliver Garbage, Recycling or Yard Debris Carts within seven (7) days of request to Single-family Residence customers requesting service after April 1, 2007.	Twenty-five dollars ($25) per container per day.
Intentional misrepresentation by the Contractor in records or reporting.	Five thousand dollars ($5,000) per incident.
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 Yard Debris without the express written permission of the City.	One thousand dollars ($1,000) per vehicle, per incident, with no maximum.
Disposal of Recyclables or Yard Debris residuals in an amount greater than specified per Section 2.1.12.	One thousand dollars ($1,000) per day.
Failure to meet quality standards for processed recyclables per Section 2.1.12	Five hundred dollars ($500) per documented incident, up to a maximum of 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 include instructional/promotional materials when Garbage, Recycling and/or Yard Debris 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 liquidated damages schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Liquidated damages, if assessed during a given month, shall be invoiced by the City to the Contractor. Liquidated damages 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 respond to the incident report before liquidated damages are invoiced to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay liquidated damages 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 Yard Debris, or fails to provide any portion of service under the Contract on April 1, 2007, 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 liquidated damages in excess of fifty thousand dollars ($50,000) 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, after providing the Contractor with written notice of the default and a reasonable time to cure such default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

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, subject to the limitations set forth in the final paragraph of Section 6.4, take possession of all the Licensed Property, 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 Licensed Property 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 use the Licensed Property (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, Yard Debris and/or Recyclables collection, the actual incremental costs of City labor, overhead and administration shall serve as the basis for a charge to the Contractor.

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 Sammamish
801 228th Avenue SE
Sammamish, WA 98075

To Contractor:

General Manager
Allied Waste of Bellevue
1600 127th Avenue NE
Bellevue, WA 98005

6. GENERAL TERMS

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Residential Yard Debris/Foodwaste and Recyclables and non-Source-Separated 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.

This contract provision will not apply to Garbage, Recyclables or Yard Debris/Foodwaste self-hauled by the generator; to Source-Separated recyclables hauled by common or private carriers from commercial premises or drop-off recycling sites; to construction/demolition waste hauled by self-haulers or construction and demolition contractors providing their own trucking service; or to Yard Debris generated and hauled by private landscaping services.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Yard Debris/Foodwaste 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/Foodwaste Debris. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Yard Debris/Foodwaste shall be the financial responsibility of the Contractor.

The City shall work with the Contractor, other haulers and processors, and other regional governments to develop a reasonable definition of what constitutes legitimate construction/ demolition recycling for the purposes of interpreting collection authorities. Once a reasonable recycling threshold or "test" is developed with King County, the City and Contractor shall negotiate and amend this Agreement accordingly.

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 Yard Debris 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 Licensed Property 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.

The City agrees and acknowledges that the rights conferred to the City pursuant to this Contract are intended to constitute a license right (and not a security interest or lien) and that title to the Licensed Property shall at all times be and remain with the Contractor. The City further acknowledges that in accordance with the terms and conditions of the Credit Agreement, the Contractor has granted a perfected, first priority security in certain of their respective assets (including, without limitation, the Licensed Property) for the benefit of the secured parties under the security documents applicable thereto. The City agrees and acknowledges that the security interest of such secured parties in, to and under the Licensed Property is prior to the City's license rights granted hereunder and that the City's license rights in the Licensed Property shall automatically and irrevocably terminate immediately upon the exercise by such secured parties of their rights to foreclose on the Licensed Property in accordance with the terms of the Credit Agreement and related security documents. Under no circumstances will the City file any financing statements or similar instrument relating to any of the Licensed Property.

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 shown 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. 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 shown as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Contractor's Pollution Legal Liability insurance coverage covering any claim for bodily 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 Legal Liability: $3,000,000 combined single limit per occurrence for bodily injury, property damage, cleanup costs and legal defense expense.

6.5.3 Deductibles and Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the City. In the event the self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in 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 (30) days prior written notice 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:

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 (30) 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 before the expiration date thereof, the issuing company shall mail thirty (30) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Sammamish."

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 which shall not be unreasonably withheld. The City's approval shall not be required for subcontracting ore assignment to any company that is affiliated to Contractor or its parent company. In any case the Contractor shall notify in writing to the city of the assignment or subcontractor arrangement.

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

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

may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

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 Sammamish 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. Force Majeure shall specifically not include strike, work slow down, work stoppage or labor disputes which are reasonably within the control of the Contractor.

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.

Rabanco Ltd. d/b/a Allied Waste of Bellevue

By _____

its: Vice President

CITY OF SAMMAMISH

By _____
City Manager

Attested: Melanie Anderson
City Clerk

Approved as to Form:

By _____
City Attorney

Attachments:

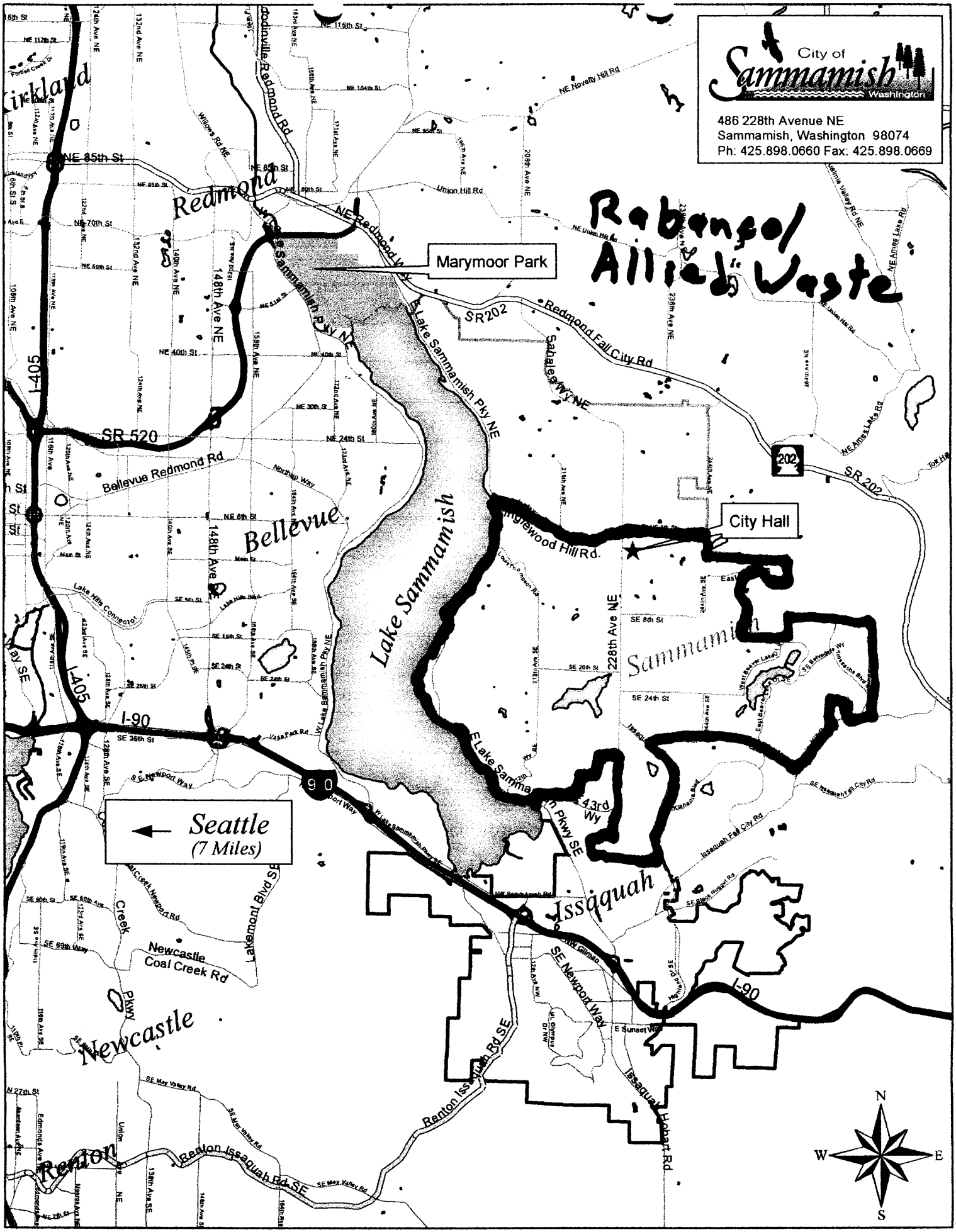
A: City Service Area
B: Contractor Rate

Attachment B – Contractor Rates

Initial Contractor rates shall be the current Rabanco Ltd/Allied Waste of Bellevue WUTC rates in effect April 1, 2007. These rates may change from time to time, upon which the WUTC approved tariff changes shall be adopted into this attachment by reference on their effective date.

Interpretations and Corrections to the WUTC Tariff:

1. The Single Family residential recycling rate shown in the tariff shall be increased by $1.72 per month to fund the purchase and distribution of new recycling carts.


City of Sammamish Washington
486 228th Avenue NE
Sammamish, Washington 98074
Ph: 425.898.0660 Fax: 425.898.0669
Rabanco/ Allied Waste
Marymoor Park
City Hall
Seattle (7 Miles)
Kirkland
Redmond
Bellevue
Sammamish
Issaquah
Newcastle
Renton
Lake Sammamish
I-405
I-90
SR 520
SR 202
NE 85th St
Bellevue Redmond Rd
Redmond Fall City Rd
Issaquah Fall City Rd
Newcastle Coal Creek Rd
Renton Issaquah Rd SE
SE Newport Way
148th Ave NE
228th Ave NE
Lakemont Blvd SE
Union Hill Rd
Willows Rd NE
Lake Hills Connector
Vasa Park Rd
Sahalee Wy NE
Ingrewood Hill Rd
Issaquah Hobart Rd
N
S
E
W