



City of Bothell
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Comprehensive Garbage, Recyclables, and Organics Collection Contract

**City of Bothell
and
Recology CleanScapes Inc.**

January 1, 2015 – June 30, 2022

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Collection Contract
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This Comprehensive Garbage, Recyclables, and Organics Collection contract (“Contract”) is entered into by and between the City of Bothell, a municipal corporation of the State of Washington (“City”), and Recology CleanScapes Inc. (“Contractor”), to provide for the collection of Garbage, Recyclables, and Organics 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 City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Organics collection services to all residents, businesses, and institutions located within the City Service Area; and

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

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

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

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

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

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

AGREEMENT

This Comprehensive Garbage, Recyclables, and Organics Collection Contract (hereafter, “Contract”) is made and entered into this _____ day of _____, 2014 (hereafter the “Date of Execution”), by and between the City of Bothell, a municipal corporation (hereafter, the “City”), and Recology CleanScapes Inc., a Washington corporation (hereafter, the “Contractor”).

DEFINITIONS

Administrative Fee: The term “Administrative Fee” means a fee paid by the Contractor to the City and then used by the City to preserve streets impacted by collection trucks and to fund the City’s solid waste program administration costs.

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

Cart: The word “Cart” means a Contractor-provided 20-, 32-, 45-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Organics. Carts shall be rodent and insect proof and kept in sanitary condition by the Contractor at all times.

Change of Control: The term “Change of Control” means any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership that transfers 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract shall not constitute a Change in Control.

City: The word “City” means the City of Bothell, King and Snohomish Counties Washington. As used in the Contract, use of the term “City” may include reference to the City Manager, or his/her designated representative.

City Service Area: The term “City Service Area” means the service boundaries indicated in Attachment A as of the Date of Commencement of Service, as revised from time to time in accordance with Section 3.1.2.

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.

Contractor: The word “Contractor” means Recology Cleanscapes Inc., which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Organics.

Container: The word “Container” means any Micro-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

County: The word “County” means either or both King and Snohomish Counties in Washington State.

Curb or Curbside: The words “Curb” or “Curbside” refer to the Customers' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking.

Customer: The word “Customer” means all users of the services provided by the Contractor as contained herein, including property owners, managers, and tenants.

Date of Commencement of Service: The term “Date of Commencement of Service” is January 1, 2015, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

Date of Execution: The term “Date of Execution” means the date that this Contract is executed by all signatories.

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.

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

Drop-box Container: 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.

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

Food Scraps: The term “Food Scraps” means all compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor’s selected composting site. Food Scraps shall not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Organics collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Public Health – Seattle & King County for the frequency of collection provided by the Contractor.

Garbage: The word “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or “sharps” used for the administration of medication are included in the definition of Garbage, provided that they are placed within a sealed secure container as agreed upon by the City and the Contractor. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Organics.

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; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect proof and kept in sanitary conditions by their owner at all times.

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

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

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

King County Disposal System: The term “King County Disposal System” means the areas owned, leased, or controlled by King County, Washington (per the November 22, 1988, Solid Waste Interlocal Agreement or as hereafter amended) for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan.

Micro-can: The word “Micro-can” means a water-tight plastic ten (10) gallons in capacity Container; fitted with two sturdy handles, one on each side; and, fitted with a tight cover.

Mixed Paper: The term “Mixed Paper” means magazines, newspaper or newsprint, junk mail, phone books, bond or ledger grade paper, corrugated 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 multiple-unit Residences with multiple attached or unattached units billed collectively for Garbage collection service.

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

Organics: The word “Organics” means Yard Debris and Food Scraps separately or combined.

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

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

Recycling: The word “Recycling” refers to the preparation, collection, transport, processing, and marketing of Recyclables.

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

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

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

Single-Family Residence: The term “Single-Family Residence” means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed 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, Food Scraps, and other materials.

Strike Contingency Plan: The term “Strike Contingency Plan” means the plan that the Contractor will develop pursuant to Section 3.1.20 of this Contract.

Textiles: The word “Textile” means all clean, dry clothing and household items (e.g. sheets, towels, table cloths, etc.) intended for Recycling rather than reuse.

Transition and Implementation Plan: The term “Transition and Implementation Plan” means the plan that the Contractor will develop pursuant to Section 3.1.23 of this Contract.

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

Yard Debris: The term “Yard Debris” means leaves, grass, and clippings of woody, as well as fleshy plants. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked whole Christmas trees cut to less than six (6) feet in height are acceptable.

1. TERM OF CONTRACT

The term of this Contract is seven and one half (7-1/2) years, starting on the Date of Commencement of Service. The City may, at its option, extend the Contract up to an additional three (3) one year extensions. Any extension granted shall be under the original terms and conditions of this Contract or as the Contract may have been amended at the time of the extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not less than one hundred eighty (180) days prior to the expiration of the Contract term.

2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- *Compliance with Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact whatsoever on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the City Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warranties that it is capable of continuing to collect all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the City Service Area that may be built out or developed during the term of this Contract.

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 City Service Area

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

3.1.2 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, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificate applicable to those areas shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor shall service any future annexation areas shall be seven (7) years from the date of annexation, notwithstanding the term set forth in Section 1 of this Contract. If, during this seven (7) year period, this Contract terminates for any reason, and a new service provider is engaged to provide collection services under the terms of a new collection contract, the Contractor agrees to provide the services outlined in the new contract to customers in the annexed area in accordance with the provisions of that new collection contract at the unit prices set forth in that new collection contract, through the duration of the seven (7) year period, unless such area has been transferred to the new service provider prior to the end of that seven (7) year period.

If, during the term of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City 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 the Contractor's service in such annexed territory under this Contract.

In the event that additional territory is added to the Contract Service Area, the City acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and therefore, shall not charge performance fees as outlined in Section 5.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

3.1.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request 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 determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

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

3.1.4 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones shall be made between the hours of 7:00 a.m. and 6:00 p.m. on a consistent weekday, unless the City authorizes a temporary extension of hours or days. Should a customer notify the Contractor of a missed collection not later than 6:00 p.m., the Contractor may perform collection until 8:00 p.m.; otherwise collection shall occur on the day following the Customer's regular collection, including Saturdays. Saturday collection is allowed to the extent consistent with missed collection recovery, holiday and inclement weather schedules. Saturday collections for Single-family Residential Customers shall not be made before 9:00 a.m.

All collections from Commercial Customers may be made between the hours of 5:00 a.m. and 6:00 p.m. provided that service to those Customers shall not disturb Residential Customers in adjoining Residential zoned areas, nor violate the provision of the City's noise code, BMC Chapter 8.26, as amended. Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday. Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate the special needs of Commercial Customers where allowed by the City's noise code contained in BMC Chapter 8.26, as amended. The City's noise ordinance, as amended from time to time, may further restrict these terms and hours of collection. Collections from Commercial Customers shall occur based on Customer needs and prior arrangement Monday through Friday, with Saturday collections allowed only as needed to maintain adequate service.

3.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Organics 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, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor 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, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer. At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

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

3.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables, and Organics to Single-Family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge.

3.1.7 Holiday Schedules

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

3.1.8 Inclement Weather

The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City not later than 12:00 p.m. (noon) on the same business day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide automated notification calls, texts, or e-mails (at Customers' preference) to all missed Customers by 3:00 p.m., including information on when their next collection is expected.

The Contractor shall collect Garbage, Recyclables, and Organics from Customers with interrupted service on their next regular collection day. When service is resumed, the Contractor shall collect reasonably

accumulated excess volumes of materials equal to what would have been collected on the missed collection day from Customers at no extra charge.

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 Bothell Reporter 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 the City's discretion.

If Garbage collection is interrupted for two consecutive weeks (for example: Wednesday Customers are missed for two consecutive Wednesdays) due to inclement weather, the Contractor shall provide two City-approved collection locations within the City Service Area where any Residential Customer, regardless of collection day, may bring their Garbage for drop-off at no additional cost to the Customer. One site shall be designated by the City and one shall be arranged by the Contractor. These sites shall remain open for collection until regularly scheduled service resumes for those missed areas.

3.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, non-payment, repeated damage to Contractor-provided containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, or other such problems.

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

The Contractor shall continue billing Customers with discontinued service at the lowest service level for that class of Customer, unless otherwise instructed in writing by the City.

3.1.10 Missed Collections

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

The failure of the Contractor to collect Garbage, Recyclables, or Organics that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer on the next day if notified by noon the following day. Customers giving notice after 3:00 p.m. on Friday shall receive a make-up collection the next day on Saturday between 9:00 a.m. and 1:00 p.m. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made

available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 3.3.4).

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

3.1.11 Same Day Collection

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

3.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all Source-separated Recyclables and Organics collected, unless express prior written permission is provided by the City. The Contractor shall use vehicles and processing systems that minimize unnecessary breakage and cross-contamination of materials. At the direction of the City, the Contractor shall provide at least ninety-five percent (95%) of the collected Recyclables to the recyclable buyers with no greater out-throws, prohibited materials, and allowable contamination as defined in the Institute of Scrap Recycling Industries “*Scrap Specifications Circular 2013 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock, Plastic Scrap, Electronics Scrap, Tire Scrap*” or successor circular or guidelines. Disposal of contaminants that are not Source-separated Recyclables shall be tracked by the Contractor as to volume, weight, and percentage of materials collected on a monthly basis and included in the monthly reports. The landfilling, incineration, or other disposal of uncontaminated Source-separated Recyclables or Organics by the Contractor is expressly prohibited without the express prior written approval of the City.

The Contractor shall conduct thorough due diligence to ensure that all scrap electronics or small appliances are appropriately handled by fully-permitted and properly operated recycling or disposal facilities, and are shipped to legitimate end-users for remanufacturing into new products. The Contractor shall make its records and due diligence findings available to the City upon request, and shall assist the City should the City perform its own investigations on the handling and disposition of collected scrap electronics or small appliances.

The direct land application of Organics is allowed, provided that the land application occurs at agronomic rates and is expressly permitted or approved by the local health district jurisdiction and other relevant regulatory agencies. Organics delivered for acceptance at a composting facility or transfer facility shall comply with State and local regulations applicable to that facility.

Visually obvious contaminants included with either Source-separated Recyclables or Organics that exceeds thresholds for that collection stream shall not be collected, and shall be left in the Customer’s Container with a prominently displayed written notification tag (per Section 3.1.10) explaining the reason for rejection. The Customer shall be provided the option of cleaning the rejected materials to meet the standards for that material or requesting that the material be collected as Garbage as an “extra.” In either case, the materials shall be collected on the next regular collection cycle unless the Customer pays for a return trip.

3.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Organics shall be collected from each Single-Family Residence. Likewise, the Contractor shall indicate, on maps acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and Organics from each Multifamily Complex and Commercial Customer. The Contractor collection routes shall not cross municipal boundaries, provided that Contractor collection vehicles used within the City may be used elsewhere if they are emptied before and after such other use and the Contractor has obtained prior City approval in writing. If a collection route services any Customer outside the City Service Area without prior written approval from the City, the Contractor shall be liable for performance fees as described in Section 5.1.

The Contractor may change the day of Single-Family Residence collection by giving written notice to the City at least forty-five (45) days prior to the effective date of the proposed change and obtaining written approval from the City. Should the City approve the proposed change, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes for the collection day. Seven (7) days prior to the approved day change, the Contractor shall tag all affected Customers' Garbage Containers, as well as notify all affected Customers via email and robo-call of the pending changes. Upon completing collections the week prior to the change, the Contractor shall update their website with a new collection area map that highlights affected areas. The Contractor shall collect double the normal Garbage amount for no additional fee for one week following implementation to ensure that missed Customers are not charged extra. The Contractor shall obtain the prior written approval from the City of the notice to be given to Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing the notice and any revised City educational materials that inform these Customers of their collection day.

The Contractor may change the day of Multifamily Complex or Commercial Customer collection by giving at least fourteen (14) days written notice of pending changes of collection day to the affected Customers. The Contractor shall obtain written approval from the City of the collection day change prior to notification of the Multifamily Complex customer or Commercial Customer, and shall obtain the prior written approval from the City of any notice to be given to Multifamily Complex or Commercial Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing any notifications and any revised City educational materials that inform these Customers of their collection day.

3.1.14 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use vehicles that meet model year 2014 or later federal emissions standards. Back-up vehicles used fewer than thirty (30) operating days per calendar year shall not be subject to the age and emission standards that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

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

Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for Organics collection shall have a switchable placard that clearly indicates that they are Organics collection vehicles. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. The use of unauthorized switchable placards or lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 5.1. Vehicles used in the performance of this Contract shall only be used for the collection of materials they are otherwise designated for.

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

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Organics leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or City streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used within the City Service Area until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to them being removed from service shall be cleaned up or removed within three (3) hours of being noticed by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City-designated spill hotline of any spills that enter drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 5.1. The Contractor shall notify the City and Customer of any leakage from non-Contractor-owned Containers immediately so that those spills may be addressed in a timely manner.

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

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles or on special placards attached to vehicles. City approval shall be in writing and solely within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away, stating "Driving or Spillage Complaints? Call [Contractor's Bothell-specific customer service line]," or by the City. The vehicle inventory number shall be displayed adjacent to this message. The City will provide the Contractor with policy timelines for reporting spills versus driving complaints to the City. Spills should be reported immediately to the City as directed by the City's reporting policies, which will be provided to the Contractor by the City.

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

reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

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

3.1.15 Container Requirements and Ownership

All collection services provided under this Contract specifically include the costs of the associated Garbage, Recycling and Organics Container and the cost of Contractor-provided Containers are incorporated in the Garbage fees included in Attachment B, unless Container rental for a particular service is specifically listed in Attachment B, such as rent for Drop-box Containers.

Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

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

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

3.1.15.1 Garbage, Recyclables, and Organics Carts

The Contractor shall provide 10-gallon Micro-cans or 20-, 32-, 45-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, and 32-, 64-, and 96-gallon Recyclables and Organics Carts for the respective level of Recyclables or Organics collection. Cart sizes may vary up to eight percent (8%) in volume capacity from the stated sizes (e.g. 35, 60 and 96 gallon carts are acceptable) and will be considered contract-compliant. All Carts shall be manufactured from a minimum of fifteen percent (15%) 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 Cart colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory, and shall be a color consistent with the collection material it is used for and subject to the requirements of Section 3.1.15.4. All Carts must have materials preparation instructions and telephone and website contact information either screened or printed on a sticker on the lid.

All Carts provided to all Customers at the start of this Contract shall be new and fully compliant with all Contract color and condition requirements. Replacement Carts and Carts provided to new Customers during the term of the Contract may be previously used, but shall be clean, in good condition and with new or near-new instructional decals in-place prior to Cart distribution.

All Contractor-provided 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 manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow to minimize potential fire problems. The Contractor shall ensure that Carts have permanent serial numbers to assist with the tracking and recovery of lost or stolen carts.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Organics) and forward written or electronic repair notices that day to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or City.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart more frequently than a time period allowing for reasonable wear and tear during the term of the Contract or due to negligence or misuse, the Contractor may charge the Customer for the depreciated value of the Cart and shall forward in writing the Customer's name and address to the City with a full explanation of incident(s). In the event that the problem continues, the Contractor may discontinue service to that Customer; provided the City provides previous written approval.

3.1.15.2 Detachable Containers and Drop-box Containers

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

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

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 3-cubic yards and under; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Each type of Container (i.e., Garbage or Recyclables) shall be painted a color consistent with the collection stream it is used for, subject to the requirements of Section 3.1.15.5, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

The Contractor shall contact the City's Fire Marshal and obtain a determination concerning the conditions under which plastic Detachable Containers may be used. The Contractor shall use plastic Detachable Containers at all locations where allowed by the City's Fire Marshal to minimize noise impacts. Each plastic Detachable Container shall be marked with an additional sticker warning Customers and the Contractor's staff where the Container may not be placed as determined by the City's Fire Marshal.

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 or taken over by the Contractor and was in use if the City, Health Department inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard.

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, rear 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.

3.1.15.3 Ownership

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

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

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. The City assumes all risks of loss or liability on account of the City's exercise of the City's rights under this Section 3.1.15.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

3.1.15.4 Container Colors and Labeling

Contractor-provided Containers used for the collection of Recyclables, shall be blue. Contractor-provided Containers used for the collection of Organics shall be green. Contractor-provided Containers used for the collection of Garbage shall be gray. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

All Garbage Carts, Recycling Carts, and Organics Carts shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and website address; either screened or printed on a sticker on the lid and shall be subject to the prior written approval of the City. Cart and Container size shall be clearly screened, molded-in, molded-on, imprinted, or otherwise labeled on each Cart and Container provided by the Contractor. Information shall be screened on, molded-in, or molded-on the Carts, or printed on durable UV-resistant label stock squarely affixed to each Cart. All screening, molding, or labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the screen, molding, or label on the Carts and Containers shall be subject to the City's prior written approval.

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

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor once every two (2) years or upon Customer or the City's request. Labels and molded or screened information on Single-family Containers shall be redone by the Contractor when faded, damaged, or upon City or Customer request. The City may waive the two-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers.

3.1.15.5 Container Tracking and Inventory

The Contractor shall maintain a continuously updated electronic inventory of all Containers used in the performance of this Contract. The database shall include the following fields:

1. Serial Number (either manufacturer or Contractor assigned, and displayed in a visible location on the Container);
2. Container Size;
3. Container Color;
4. Purchase Date;
5. Purchase Cost;
6. Current Condition;
7. Date of Last Inspection for Detachable Containers and Drop-box Containers; and,
8. Location (address and account number).

The database shall be exportable to Microsoft Excel or other standard format specified by the City, and shall be electronically transmitted to the City along with the Contractor's monthly report.

3.1.15.6 Container Weights

The Contractor may charge an overweight fee for Micro-cans or Garbage Carts exceeding two (2) pounds per gallon of Container capacity, unless a Customer has flagged their account for no extras or overweight collection. In that case, the Contractor may refuse collection and tag the Container with an explanation and the actual measured weight of the overweight Container.

If a Recycling or Organics Cart exceeds the limits specified for Garbage Carts, the Contractor shall collect the Cart if it can safely do so, and provide notification to the Customer via written tag or phone call that they must reduce the Cart weight to continue to receive collection. The Contractor shall not be required to collect subsequent overweight Carts provided that an actual Cart weight is measured and provided in writing to the Customer and the City. Overweight fees shall not apply to Recycling or Organics Carts.

No specific weight restrictions are provided for Detachable Containers; however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity

of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

3.1.15.7 Container Removal Upon City or Customer Request

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

3.1.16 Inventory of Equipment, Vehicles, Facilities, and Reserve Carts and Containers

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

3.1.17 Spillage

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

Any leakage or spillage of materials that occurs during collection shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately and, likewise, expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

3.1.18 Pilot Programs

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

negotiate in good faith and in accordance with Section 7.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 3.3.4.1.

Pilot programs may include, but are not limited to, programs to promote citizen clean-up of leaves to reduce impact to storm drains. Under this type of pilot program, the City and the Contractor would develop a method for collecting additional material, tracking customers who use the service and providing the City with a bill and report for services used as part of the program to allow the City to request grant reimbursement or track usage.

3.1.19 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 Organics 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.

3.1.20 Contractor Planning and Performance Under Labor Disruption

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

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

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within four (4) hours by phone and e-mail of the nature and scope of the disruption, as

well as the Contractor's immediate plans to activate any or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

In the event that a disruption lasts more than one week, the Contractor shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in City-approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

The Contractor shall provide a Customer credit for all service missed equal to the Customers' regular rate minus the disposal component on the Customer's next regular invoice and shall proactively inform Customers of this policy in Contractor communications to Customers.

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

1. An amount equal to the Administrative Fee reduction due to the Customer credits for reduction in service so that the City does not experience any Administrative Fee revenue loss due to those Customer credits.
2. An additional City cost reimbursement amount of two thousand dollars (\$2,000.) for each day of Labor Disruption to reimburse City staffing and other costs for managing the impacts of the Labor Disruption;
3. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
4. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
5. A performance fee of twenty thousand dollars (\$20,000.) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

The performance fees listed as 3 through 4, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of twenty thousand dollars (\$20,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City invoice.

Fees paid by the Contractor under the terms of this Section 3.1.20 are not regular performance fees for the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold referenced in Section 5.2 (6).

3.1.21 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available assistance with site planning and building design review to either the City and/or property owners/managers. The assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building owners/managers when realigning Garbage, Recyclables, and Organics services. All assistance shall be provided by the Contractor in a timely manner so as to not delay the planning and review process.

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

- design and planning of Garbage, Recyclables, and Organics removal areas and their location upon the site of the proposed construction or remodeling project;
- adequate floor and vertical space for the storage and collection of Containers for all materials;
- adequate access for vehicles to collect and empty Containers, including overhead clearance, turning radius, and access that does not require backing across sidewalks or violating any City code;
- avoidance of surface water drains and ditches when considering Container locations and developing strategies for containment of any potential leaks; and,
- strategies to reduce interior and exterior noise and emissions.

All communications regarding this process shall be conducted electronically via email. The Contractor shall keep a record of all such communications that can be easily referenced for a minimum of the duration of this Contract or as required by the City's public disclosure requirements, whichever is longer.

3.1.22 Safeguarding Public and Private Facilities

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

3.1.23 Transition and Implementation of Contract

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

this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

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

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

3.1.24 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give hiring preference to any Garbage, Recyclables, or Organics (including Yard Debris) collection workers who have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment.

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

3.1.25 Annual Performance Review

The City may, at its option, conduct an annual performance review of the Contractor's performance under this Contract. If conducted, the annual performance review shall include, but is not limited, to a review of the Contractor's performance relative to requirements and standards established in this Contract and. At the City's option, a Customer satisfaction survey

The review of the Contractor's performance shall include a comparison of the Contractor's actual performance over the course of the prior year being evaluated against the requirements and standards established in this Contract.

The results of the performance review shall be presented to the Contractor in a timely fashion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the

City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may give written notice to the Contractor of failure to perform, and give the Contractor six (6) months' notice of Contract termination. The City's determination of the Contractor's failure to perform shall not be arbitrary or capricious.

The costs of the development and implementation of any action plan required under this Section 3.1.25 or Section 5.1 shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

3.1.26 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or City offices, at the City's option, on an every-other-weekly basis during the first six months of the contract and monthly throughout the term of the Contract to discuss operational and Contract issues.

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

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

3.1.27 Collection/Disposal Restrictions

All Garbage collected under this Contract, as well as residues from processing Recyclables and Organics, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City. In the event that the City annexes a significant service area in Snohomish County, the City may direct the Contractor to split disposal deliveries between King and Snohomish Counties. The allocation of tonnage, impact on rates due to differing disposal fees and operational details will be negotiated in good faith between the City and Contractor prior to such redirection.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from King County Customers and instead prominently tagged with a written notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 5.1. The City shall not be liable or legally responsible in any way for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any such damage or legal implications resulting from said collection.

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

Garbage collected by the Contractor may be processed to recover recyclable material, provided that the residual is disposed in accordance with the City's Inter-local Agreements with King and Snohomish Counties as it currently exists as of the Date of Execution of this Contract or as thereafter amended, or as otherwise directed by the City in writing, and the Contractor receives prior written approval from the City of the Contractor's procedures and policies for diverting Garbage for processing. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station, or such other disposal fee as the City directs the Contractor to use in writing, and shall charge hauling fees no higher than provided for in Attachment B.

3.1.28 Direct Disposal Payment

Upon one hundred and eighty (180) days written notice to the Contractor, the City may elect to pay disposal fees directly. If the City elects to pay disposal fees directly, the Contractor shall:

1. Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions (as required in Section 3.1.13);
2. Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County;
3. Track and report disposal quantities by route and average Cart or Container weights by Container size each month;
4. Formalize a separate billing agent addendum to this Contract that details the financial and legal relationship between the Contractor (as billing agent) and the City (as client), including how receivables are handled and how the City handles disbursement to the Contractor and the County; and,
5. Reduce its overall compensation for each service level by the amount of the disposal fee component based on the unit weights listed in the then-current Attachment B of this Contract, as adjusted by the provisions of the Section 3.1.29 Container weight review if authorized by the City, plus the then-current business and occupation tax on the disposal amount.

3.1.29 Container Weight Review and Modification

The City and Contractor shall annually review calculated Container weights. The Contractor shall provide the City with its Container weight calculations not later than October 1st of each year, with the first calculations due on October 1, 2016. The Contractor's calculations shall be based on the prior weights for the September through August period and shall allocate actual collection tonnage across all Container sizes using a City-approved methodology, with data validation provided by on-board truck scale weights when available.

The City may also choose to independently confirm Container weights through a sampling of Container weights. If the City elects to perform a Container weight study, the Contractor shall coordinate its collection routes and operations to accommodate the study, the results of which may, at the City's sole option, be used to update the disposal components listed in Attachment B of this Contract and/or be used as the basis for exercising the direct disposal option described in Section 3.1.28.

3.1.30 Emergency Response

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

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 3.3.4. The Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

3.2 Collection Services

3.2.1 Single-Family Residence Garbage Collection

3.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence Customers in, and adjacent to Micro-cans, Garbage Cans, bags, and Garbage Carts. The Contractor shall offer carry-out service to Disabled Customers at no charge (per Section 3.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. Sunken can service is prohibited by this Contract.

3.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. Micro-cans and Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request.

3.2.1.3 Specific Collection Requirements

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

1. 10-gallon Micro-can
2. 20-gallon Garbage Cart
3. 32-gallon Garbage Cart
4. 45-gallon Garbage Cart
5. 64-gallon Garbage Cart
6. 96-gallon Garbage Cart

On Customer request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Cart with no putrescible wastes, at a rate equal to the weekly Micro-Can service level. Customers subscribing at this service level will continue to receive regularly scheduled Curbside Recycling and Organics services.

Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in

sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-Family Residence Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set out location.

Carry-out charges shall be assessed in twenty-five (25) foot increments only to those Customers for whom the Contractor must move a Container over five (5) feet to reach the curb at the collection vehicle's nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Micro-can, Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Garbage collection to every-other-week. In the event that the City implements this reduced collection frequency, the Single-Family Garbage rates in Attachment B shall be reduced by \$1.83/month plus the City's then-current Administrative Fee and corresponding State B&O tax on the Administrative Fee related to this reduction, subject to the rate modification provisions of Section 4.3.

3.2.2 Single-Family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic Garbage collection services, without extra charge. As operational or recycling processing improvements are made, Contractor agrees to expand the defined list of Residential Recyclables, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Attachment C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

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

3.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart.

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

3.2.2.3 Specific Collection Requirements

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

The Contractor shall collect all properly prepared Single-Family Residence Recyclables from subscribing Single-Family Residence Customers for Garbage service. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Attachment C.

The Contractor shall monitor the quality of Recyclables set out for collection, and regularly report to the City the quality of collected Recyclables. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a written notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate. Every other month, Contractor's staff shall conduct visual audits of Carts on select routes. Customers with significant levels of contamination (25% or more) will receive a letter and instructions from the Contractor about proper Recycling. Customers with Recyclables consistently or significantly contaminated will be contacted by phone to provide additional education and to resolve the issue. If contamination is not corrected after numerous attempts to educate and help the Customer, then the Contractor may request in writing from the City permission to remove the Customer from Recycling service. The City's permission will not be unreasonably withheld.

Contractor's drivers shall leave written notice tickets or "oops tags" on Recycling Carts contaminated with 10% or more unrecyclable materials based on a visual audit. Customers that receive three (3) or more written notice tags or "oops tags" per quarter (three months) shall be contacted by phone to resolve the issue as described above.

3.2.3 Single-Family Residence Organics Collection

3.2.3.1 Subject Materials

Organics shall be collected each week from all participating Single-Family Residence Customers as part of basic Garbage collection services, without extra charge.

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

3.2.3.2 Containers

The Contractor shall provide Organics Carts to Customers at no charge. The default Organics Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Organics Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the default Organics Cart. The Contractor shall provide the first Organics Cart to each Customer at no charge. The Contractor shall also provide a smaller capacity non-Cart Container ranging from 10-15 gallons in

capacity for Customers wishing to use a Container only for Food Scraps. The model Container used for this option shall be approved in writing by the City prior to the Contractor purchasing inventory.

Excess Yard Debris material that does not fit in an Organics Cart shall be bundled or placed in Kraft paper bags, reusable plastic bags, or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris." The Contractor shall maintain and have available for Customers a list of local retail stores that carry acceptable Kraft paper bags and reusable plastic Yard Debris bags. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall also make acceptable paper bags and reusable plastic Yard Debris bags available at its customer service center.

Organics Carts shall be delivered by the Contractor to new Single-Family Residence Customers, Customers requesting a replacement Organic Cart, and Customers that had previously rejected their Organics Cart within seven (7) days of the Customer's initial request.

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

The Contractor shall provide an on-call Organics Container cleaning service to Customers. Customers shall be provided with a clean Cart upon request to the Contractor once per year at no charge. Additional cleaning requests for a particular Customer's Container within that annual period shall be charged the cleaning rate provided in Attachment B.

The Contractor shall maintain and have available for Single-Family Residence Customers a list of local retail stores that carry acceptable biodegradable plastic or other material bags for Customers to use for the accumulation of Food Scraps to be placed in the Organics Carts. The list of local retail stores shall be provided on the Contractor's website and available to Customers by mail. The Contractor shall also make acceptable biodegradable plastic or other material bags available at its customer service center.

3.2.3.3 Specific Collection Requirements

Organics shall be collected weekly on the same day as each household's Garbage and Recyclables collection from all Single-Family Residence Customers. Collections shall be made from Single-Family Residence Customers on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect up to ninety-six (96) gallons of Organics each week from participating Single-Family Residence Customers. Organics in excess of that limit may be charged as Extra Units in 32-gallon increments, as included in Attachment B. Customers may also subscribe for an additional Organics Cart at the lower rate provided in Attachment B. For the two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be accepted with regular quantities of Organics without extra charge.

The Contractor shall provide annual holiday tree collection on a designated week on or before the first week of each year at no additional charge for both Single-family and Multifamily Customers. Clean uncontaminated (e.g. no tinsel) trees up to six feet in length shall be collected without further preparation. The collection may occur on regular Organics collection routes to the extent that the collection vehicles can handle six foot lengths of material.

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

The Contractor shall monitor the quality of Organics set out for collection, and regularly report to the City the quality of collected Organics. Either party may inspect or sample set-out or collected Organics. Any deficiencies in Organics quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a written notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate. Every other month, Contractor's staff shall conduct visual audits of Carts on select routes. Customers with significant levels of contamination (20% or more) will receive a letter and instructions about proper preparation. Customers with Organics consistently or significantly contaminated will be contacted by phone to provide additional education and to resolve the issue. If contamination is not corrected after numerous attempts to educate and help the Customer, then the Contractor may request in writing from the City permission to remove the Customer from Organics service. The City's permission will not be unreasonably withheld.

Contractor's drivers shall leave written notice tickets or "oops tags" on Organics Carts contaminated with 20% or more non-compostable materials based on a visual audit. Customers that receive three (3) or more written notice tags or "oops tags" per month shall be contacted by the Contractor by phone to resolve the issue as described above.

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.

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

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

3.2.4.2 Containers

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

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

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

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

Multifamily Complex and Commercial 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, rear load, or Drop-box Container collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured 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.

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Multifamily Complex or Commercial Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Multifamily Complex or Commercial Customers to ensure that the Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Multifamily Complex or Commercial Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Multifamily Complex or Commercial Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Roll-out charges shall be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over five (5) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service in accordance with the rates listed in Attachment B.

3.2.5 Multifamily Complex and Commercial Recyclables Collection

3.2.5.1 Subject Materials

All Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall be collected as part of the basic Garbage collection services, without extra charge without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

3.2.5.2 Containers

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

The Contractor shall recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

3.2.5.3 Specific Collection Requirements

Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion.

The Contractor shall collect from areas mutually agreed upon by the Contractor and Multifamily Complex or Commercial Customer with the least slope and best truck access possible. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

3.2.6 Multifamily Complex and Commercial Customer Organics Collection

The Contractor shall provide Cart-based Organics collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis, in accordance with the service levels selected by the Customer and at the service rates set forth in Attachment B.

3.2.6.1 Subject Materials

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

3.2.6.2 Containers

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

Multifamily Complex and Commercial Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, containers owned or secured by Customers must be capable of being serviced by the Contractor's Organics collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured 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.

3.2.6.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Organics collection shall occur at least weekly or more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall collect Organics from areas mutually agreed upon by the Contractor and the Customer with the least slope and best vehicle access possible. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require the Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

3.2.7 Drop-Box Container Garbage Collection

3.2.7.1 Subject Materials

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

3.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 3.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

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

Customers may elect to own or secure Drop-box Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced by the Contractor's Drop-box Container collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured 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.

3.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of delivering empty and collecting full Drop-box Containers on the same business day if the Customer's initial request is received

by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container.

The Contractor may charge additional time or mileage only upon the Customers prior approval and only when the Customer direct material to a facility other than the closes King County disposal facility.

3.2.8 Temporary (Non-Event) Container Customers

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

3.2.9 Special Event Services

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

The Contractor shall provide special event services as a bundle, with each event provided collection of Garbage, Recyclables, and Organics. The provision of Garbage-only service is discouraged, and shall be offered on a case-by-case basis only upon prior written approval of the City.

3.2.10 City Services

The Contractor shall provide weekly Garbage, Recyclables and Organics collection to all City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

FACILITY	ADDRESS
City Hall	18305 101 st Ave NE
Dawson Building	9654 NE 182 nd St
Lytle House (Parks and Recreation)	9929 NE 180 th St
Municipal Court (also covers PD)	10116 NE 183 rd St
Public Works Operations Center	21233 20 th Ave SE
Shop 1	17555 Brickyard Rd
Fire #42 (Downtown)	10726 Beardslee Blvd
Fire #45 (Canyon Park)	1608 217 th Pl SE
Fire #44 (Queensborough)	330 228 th St SW

If, during the term of this Contract the City consolidates City facilities to a new City Hall, the Contractor shall work with the City to determine the best methods and services for handling materials at the new facility, and the Contractor shall provide those collection containers and services at no additional cost to the City.

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

Additional Parks Facilities require collection:

PARK NAME	LOCATION
Blyth Park	16950 W Riverside DR
Cedar Grove Park	22421 9th Ave SE
Centennial Park	1129 208th St. SE
Park at Bothell Landing	9919 NE 180th St
Main Street	Between 101st Ave NE and 102nd Ave NE (5 cans in the corridor of Main St)
Northcreek Sportsfield 4	Off 120 th Ave NE

In addition to the facilities listed above, the Contractor shall also provide and provide collection for the following street-side Containers. The Contractor shall procure and install street-side Containers equivalent to Landscape Forms, Inc. Scarborough line of litter receptacles. Collection shall be no less than weekly and shall be up to three times a week, depending on season and need, at the discretion of the City. Street-side Container locations and launch dates are as follows:

- 2 each 45 Gallon Recycle/Garbage containers at Inter of Main St and 98th Ave NE (Planned Launch 2016)
- 2 each 45 Gallon Recycle/Garbage containers at Main St: Midblock between 98th Ave NE and Bothell Way (Planned Launch 2015)
- 2 each 45 Gallon Recycle/Garbage containers at Main St: Midblock between Bothell Way and 101st Ave NE (Planned Launch 2015)
- 4 each 45 Gallon Recycle/Garbage containers at Inter of Main St and 101st Ave NE (Planned Launch 2015)
- 2 each 45 Gallon Recycle/Garbage containers at Main St: Midblock between 101st Ave NE and 102nd Ave NE (Planned Launch 2015)
- 4 each 45 Gallon Recycle/Garbage containers at Inter of Main St and 102nd Ave NE (Planned Launch 2015)
- 2 each 45 Gallon Recycle/Garbage containers at Main St: Midblock between 102nd Ave NE and 103rd Ave NE (Planned Launch 2015)
- 4 each 45 Gallon Recycle/Garbage containers at Inter of Main St and 103rd Ave NE (Planned Launch 2015)
- 2 each 45 Gallon Recycle/Garbage containers at Inter of Main St and Kaysner Way (Planned Launch 2015)

The City reserves the right to change locations and launch date timing, provided that the costs of any additional Containers above the amount listed above shall be negotiated between the City and Contractor. On occasion, the City will pay the Contractor in accordance with charges listed in Attachment B for services that involve a third party, when such third party accumulates Garbage as part of performing services for the City. For example, the City would pay Contractor for the disposal of roof replacement debris removed from a City facility. Regular Garbage generated on an ongoing basis at all City facilities will otherwise be collected by the Contractor without charge to the City.

3.2.11 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:

- **Code Enforcement Clean-up Support:** In residential areas designated by the City, Contractor shall support clean-up events with up to 20 Drop-box Containers per year. Contractor shall provide 10-40 yard Drop-box Containers (or other sizes approved by the City) without charge to the City. Contractor shall waive delivery, rental, disposal and other fees.
- **Collection at Special Events:** Contractor shall provide without charge, Garbage, Recycling and Compostables Containers and collection during the following events:
 - Sustainamania (Contractor also to provide enhanced recycling opportunities and an educational booth at this event)
 - 4th of July
 - Music or Movies in the Park
 - Riverfest

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 year, the Contractor may negotiate compensation for those additional events. In the event that the total volume of materials collected by Contractor from City-Sponsored Community Events increases by more than 20% above the baseline volume for such events established in the first year of this Contract, then Contractor's rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

Additional event services for public or private Customers shall be charged at a rate of \$25 for each set of three (3) 96 gallon carts, per event day. This fee is all inclusive for delivery, setup and collection of containers.

3.2.12 Community Cleaning Services

The Contractor shall provide up to eight (8) hours per month (96 hours per year) of community clean-up service for the City at no additional charge. These services include pressure washing, graffiti removal, porter services, sidewalk sweeping and illegal dumping remediation. Upon notice, the City may authorize and pay for additional Contractor work at the community cleaning service rates which are \$75 per hour for pressure washing and \$45 per hour for all other services. These rates shall be subject to annual rate modification in accordance with Contract Section 4.3.1.

3.2.13 Snow Plowing Services

During and following winter storm events the City may elect to have the Contractor provide support to City snow removal and/or de-icing and sanding efforts. Upon e-mail or written noticed from the City, the Contractor shall equip its vehicles with plow and/or sanding equipment and provide services as specifically directed by City operations staff. Services shall be charged at the rate of \$95 per hour, based on total truck time used, including time traveling to and from plow or sanding and salting routes. This rate shall be subject to annual rate modification in accordance with Contract Section 4.3.1.

3.2.14 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer.

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

Bulky Waste must be placed at the Curb by the Customers. The Contractor shall notify the Customer of the specific date that their item will be collected, the charge that will be made to their next bill, and where the item should be placed for collection.

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

The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 3.1.4, 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, non-disruptive and quiet manner.

3.2.15 Excluded Services

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

3.3 COLLECTION SUPPORT AND MANAGEMENT

3.3.1 General Customer Service

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

- Answering Customer telephone calls and e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;

- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing; and,
- Maintaining and updating regularly as necessary a user-friendly internet website.

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

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a service base within twenty-five (25) miles of the City corporate limits. Operations and management staff shall be located at that site, provided that call center operations may be remotely provided. The Contractor's customer service office and call center shall be accessible by a local area code (currently "425") and prefix phone number. The Contractor shall maintain a minimum of two (2) Customer service numbers specifically set up to handle calls from Bothell Customers only. One phone line shall handle calls from Single-Family Residences and the other shall handle calls from Multifamily Complex and Commercial Customers. The Contractor's call center shall be open at a minimum from 7:00 a.m. to 7:00 p.m. weekdays, and 10:00 a.m. to 6:00 p.m. Saturdays. The holiday collection schedule described in Section 3.1.7 shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call during outside normal office hours in case of an emergency. The Contractor shall have a representative, or an answering service to contact such representative, available at the Customer emergency telephone number during all hours other than normal office hours.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for City-use during all hours, including normal office hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.2

3.3.2.1 Bothell Customer Service Center and Store

The Contractor shall open a Customer Service Center and Store within the Bothell city limits by February 1, 2015. A later opening date is allowed with written authorization from the City. The store shall be open no less than forty (40) hours per week. The store shall provide customers with the following: the same customer service assistance normally provided by the Recology CleanScapes Call Center; a drop-off location for certain Recyclable items as described in Section 2.2.2.1 and Attachment C, such as fluorescent lamps and household batteries; and a recycling education center with information on how to decrease waste including posters and brochures. The Customer Service Center and Store may, on a phased implementation schedule, sell items that help residents reduce waste, such as lunchboxes, reusable mugs and cloth napkins. The City shall review and approve the range of materials accepted at the site and may add or delete specific items in response to current City needs.

3.3.2.2 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests from at least five (5) incoming telephone calls from City Customers at one time, and in addition a telephone answering system capable of accepting an additional minimum of three (3) incoming telephone calls from City Customers at one time. During office hours, Customers shall not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but shall be routed directly to a Customer service representative. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

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

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

3.3.2.3 City Customer Service

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

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

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

Should the Contract fail to meet the expectations for customer service to the City as described herein, the Contractor shall be assessed performance fees in accordance with Section 5.1.

3.3.2.4 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a

computerized daily log. Any telephone calls received via the Contractor's non-office hours voice mail or answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original phone call, letter, or internet communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

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

3.3.2.5 Handling of Customer Calls

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

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

3.3.2.6 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

3.3.2.7 Contractor Internet Website

The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, day of collection map that is dated as of the last change and always current, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt. The website shall offer Customers the option to receive and pay their service bills on-line through a secured bill payment system that enables Customers to make one-time or ongoing payments via credit card or checking/savings account at no extra charge.

The website design shall be usability tested and then submitted for City approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to City requests for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request. Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website within six (6) hours of the time of request. Changes requested by the City that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated into a minimum of four (4) languages other than English, including Spanish, Chinese, Russian, and one other language to be identified by the City. Upon City request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

3.3.2.8 Full Knowledge of Garbage, Recyclables, and Organics Programs Required

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

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

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

3.3.2.9 Monitoring and Evaluation

The Contractor shall have a City-approved program in place to monitor and evaluate the quality of Customer service provided by Customer service representatives. The program must be submitted to the City for review no later than three (3) months prior to the Date of Commencement of Service. The program may include "secret shopper," direct call monitoring by supervisors, analysis of call management reports, surveys or other methods to ensure high quality customer service.

The results of the monitoring and evaluation program shall be provided to the City at least twice each year on a schedule acceptable to the City, and shall include a description of any remediation plans, activities and results.

3.3.2.10 Customer Communications

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

3.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-Family Residence Customers shall be billed at least quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters including, but not limited to the service period, invoice date, due date, late fee date, reminder date(s), container removal, and stop service date shall be submitted to the City in writing and is subject to written approval by the City. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees included as Attachment B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, at rates and/or amounts that have been previously approved in writing by the City, and are included in Attachment B rates.

Customers may not suspend collection services, but may reduce their service to the lowest monthly service offered (a monthly 32 gallon container). The Contractor shall reconcile their Customer list with a City-provided list of addresses to identify potential Customers not in compliance with the City's mandatory collection ordinance. The timing and City list format shall be arranged between the City and Contractor, but the Customer list reconciliation shall occur no less frequently than annually.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Organics collection bills for all Customers;
- Generating bills printed double-sided, on a minimum of one hundred percent (100%) post-consumer recycled-content paper, unless a Customer has opted for paperless billing in which case no paper bill shall be generated;
- Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;

- Generating bills that have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;
- Accepting payment in person from Customers at its principal office location and Customer Service Center as described in Section 3.3.2, and on-line at the Contractor's website. Customers shall be able to make payments by cash, check, or debit/credit card at physical locations;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. Customer shall be provided with withdrawal or transfer date options and one option shall be to pay the day prior to when late fees are due. No transaction fees may be levied on any Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts for specific Customer sectors;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Organics collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Collecting unpaid charges from Customers for collection services; and
- Implementing rate changes as specified in Section 4.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the Customer service database via e-mail or electronic media on a monthly basis. The City shall have unlimited rights to use the Customer service database, including, but not limited to, developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

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

The City reserves the right to review and approve in writing the bill template used by the Contractor as to format and design to ensure Customer satisfaction, and at the City's request, the Contractor shall pay for and conduct a focus group evaluation of the billing format and design, with results available a minimum of three (3) months prior to the Date of Commencement of Service, so that recommended changes may be

made to the billing format and design prior to implementation of collection services on the Date of Commencement of Service.

3.3.4 Reporting

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

3.3.4.1 Monthly Reports

On a monthly basis, within thirty (30) days of the last day of each month, the Contractor shall provide a report containing the following information for the previous month:

1. A billing summary that provides the number of Customers billed at each service level (e.g. by container size, extra services) for each service sector (e.g., Single-Family Residence, Multifamily Complex, Commercial Customers and Drop-box hauls by Container size), the total number of Customers for each type of service by sector, Customer receipts by each service level, and total billings.
2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name,, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Organics, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
3. Reports from the Contractor's Customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within twenty (20) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
4. Website utilization report showing total number of Customers paying their bills on-line, total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Organics, quantities collected (in tons) for each collection sector. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables market prices, contamination levels and processing residues disposed as Garbage.

7. A list of current disposal or processing fees per ton for each material collected.
8. A description of any vehicle accidents or infractions.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages related for City services and events.
11. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.

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

3.3.4.2 Annual Reports

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

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

9. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twelve (12) 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.

3.3.4.4 Other Reports

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

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site commercial Recycling and Organics technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City.

The Contractor shall annually contact, by telephone or site visit, the manager or owner of each Multifamily Complex site to encourage recycling participation, address concerns, space or contamination problems, offer additional or on-going education or training to tenants, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall every two (2) years during the duration of the Contract, beginning in January 2016, follow-up with each Commercial Customer by telephone or in person to address additional concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor shall attempt to reach each Commercial Customer by telephone no more than two (2) times, with a minimum of one (1) week separating each attempted telephone call, at which time, if unsuccessful, shall conduct a site visit to the Commercial Customer if a local business. The Contractor's educational efforts to Commercial Customers shall include performing waste audits to determine areas that need improvement, developing and covering the cost of stickers or signage for interior collection containers, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

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

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

3.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 3.1.15.3, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

The Contractor shall provide a detailed Customer list in an electronic format acceptable to the City, including Customer name, contact information (i.e., telephone number and e-mail address, if available), service address, mailing address, collection service levels and frequencies, day of collection and Container rental service levels to the successive contractor within seven (7) days of initial request by the City.

Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

4. COMPENSATION

4.1 Compensation to the Contractor

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

In the event that the Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

Senior low-income and/or disabled resident discounts of ten percent (10%) shall be offered to Single-family Residential Customers meeting the City's eligibility criteria. The City shall provide the Contractor with a list of eligible accounts and shall update the list as revisions are made.

4.1.2 Itemization on Invoices

City, County, and Washington State solid waste taxes and sales taxes, if applicable and allowed, shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The City contract fees shall not be itemized separately on Customer invoices.

All Recyclables and Organics collection costs and revenues shall be included in the Garbage collection rates for Single-family Customers and are included in the Customer rates listed in Attachment B. All Recyclables collection costs and revenues shall be included in the Garbage collection rates for Multifamily Complex and Commercial Customers and are included in the Customer rates listed in Attachment B.

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

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost without mark-up.

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

4.1.3 Single-Family Residence Customer Rate Reductions

The City shall provide the Contractor with a monthly list of utility Customers eligible for discounted Garbage service. Eligibility is determined in accordance with City utilities department policies. The Contractor shall invoice those Customers a reduced percentage of the regular rate for the service level selected, in accordance with current City utility billing procedures, as revised from time to time.

4.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of twenty thousand dollars (\$20,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee on or before the last working day of each month during the term of this Contract, starting on February 15, 2015. The Administrative Fee shall be based on all Contractor billings posted since the last Administrative Fee payment (or start of the Contract

in the case of the initial Administrative Fee payment), excluding Drop-box disposal fees. The initial Administrative Fee shall be assessed at eight percent (8.0%) of gross revenues posted by the Contractor since the last Administrative Fee payment period. The Contractor's obligations to pay the Administrative Fee shall extend past the termination date of this Contract until the Contractor is no longer billing Customers for services provided under this Contract.

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

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

The Administrative Fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in later 2013), as may be adjusted from time to time by the State of Washington.

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

4.3 Compensation Adjustments

4.3.1 Annual CPI Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B, excluding waste disposal fees, for each level of service shall increase or decrease each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2017 will be based on the CPI for the twelve (12) month period ending June 30, 2016.

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

If the City has requested a Garbage Container weight study to be conducted, its completion shall be required within thirty (30) days prior to the rate adjustment request in order to receive the annual CPI modification described in this Section. The Garbage Container weight study format and methodology shall be agreed to by the Contractor and the City, and conducted under the supervision of the City. The

Container weights included in Attachment B shall be used for rate adjustments until a City-requested Container weight study is completed.

Rates shall be adjusted annually, beginning January 1, 2016. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2015. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period and the Contractor shall lose the right to appeal this action.

On City review and verification, the new rates shall take effect on January 1st of the following year, and Customers shall be notified by November 15th, forty-five (45) days prior to the new rate going into effect. Should ratepayers not receive notification by November 15th, due to missed deadlines by the Contractor or failure of the City to verify the rates, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment D.

4.3.2 Periodic Adjustments

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on container content weights specified by the Contractor in its proposal or as modified in accordance with Section 3.1.29, and included in Attachment B of this Contract. Any disposal fee modifications shall be adjusted to include Washington State excise ("B&O") tax, as shown in the rate modification example provided in Attachment D.

4.3.3 Changes in Disposal or Organics Processing Sites

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

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

4.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, changes in Organics processing fees, the value or processing costs of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system.

4.3.4.1 New or Changes in Existing Taxes

If new City, County, or Washington State taxes are imposed or the rates of existing taxes are changed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of ten thousand dollars (\$10,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollar (\$10,000) threshold and if so, to determine the amount and the method of adjustment.

In the event that road or bridge tolls are implemented that affect the Contractor's operations under this Contract, the City and Contractor agree to enter into good faith negotiations to adjust compensation accordingly, without meeting the ten thousand dollar (\$10,000) cost threshold referenced in the preceding paragraph.

4.3.4.2 Changes in Service Provision

In the event that either the Contractor or City initiates any changes in how Contract services are provided that reduce Contractor costs, including, but not limited to, such measures as taking advantage of the regional direct disposal rate, the Contractor shall promptly notify the City in writing of such reduced costs and rates shall be reduced within thirty (30) days of the subject change so that the City and the Contractor's Customers shall receive the benefit of eighty percent (80%) of the cost savings.

4.4 Change in Law

Changes in federal, State, or local laws or regulations that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's sole option. If the City requires review of financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and may take any other steps it deems appropriate to protect the confidential nature of Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

4.5 Compensation Adjustments Approval

Any compensation or fee adjustments as provided for in Section 4 shall be approved or disapproved by the City.

5. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees and Section 5.2 details default provisions and procedures.

5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall

present a documented incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. . The performance fees in this Section 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.2.10.

Performance fees shall include, but are not limited to:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	Two hundred fifty dollars (\$250) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification.	One hundred dollars (\$100) per incident to a maximum of one thousand dollars (\$1,000) per vehicle per day on Single-Family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	Five hundred dollars (\$500) per block segment if collection is performed the following day; one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of Source-separated Recyclables, Yard Debris, or Organics in clearly identified containers, bags, or boxes.	Two thousand-five hundred dollars (\$2,500) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Organics without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request	One hundred dollars (\$100) per

	Action or Omission	Performance fees
	to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	incident.
11	Failure to deliver Garbage, Recyclables or Organics Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers, vehicles and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Collection of Recyclables, Yard Debris, or Organics in a vehicle designated for Garbage collection without the express written permission of the City.	Five thousand dollars (\$5,000) per vehicle, per incident, with no maximum.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Failure to provide emergency response services within forty-eight (48) hours of initial request, unless prevented by a Force Majeure event as provided for in Section 7.15.	Ten thousand dollars (\$10,000) each day services are not provided as requested, up to a maximum of fifty thousand dollars (\$50,000).
19	Failure to deliver Garbage, Recycling and Organics Containers to all existing Multifamily Complex and Commercial Customers as requested on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
20	Failure to include City authorized instructional/ promotional materials when Garbage, Recycling, and/or Organics Containers are delivered to Single-Family Residences, or failure to affix required City authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
21	Failure to separate collection of materials from City Service Area Customers from non-city service area customers without prior written approval from the City.	Two thousand dollars (\$2,000) per route, plus one thousand dollars (\$1,000) per month until the route is City Service Area only or a request for approval has been submitted in writing and approved in writing by the City.
22	Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.14.	One hundred dollars (\$100) per placard per vehicle per day.
23	Inability to reach the Contractor's staff via the emergency	Two hundred-fifty dollars (\$250)

	Action or Omission	Performance fees
	telephone number.	per incident.
24	Charging Multifamily Complex Customers or Commercial Customers for Recycling services that otherwise should be provided at no additional charge.	Refund of fees paid by the Customer plus one thousand dollars (\$1,000) per incident.
25	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
26	Failure to collect Garbage, Recyclables or Organics from a Customer placed on the chronic miss list.	One hundred dollars (\$100) per incident, with no maximum. Five hundred dollars (\$500) per Container type, size, and color below the minimum. Fifty dollars (\$50) per Container.
27	Failure to meet with City staff as described in Section 3.1.26 more than two (2) consecutive weeks.	One hundred dollars (\$100) per incident, with no maximum.
28	Failure to re-paint vehicles with new name, logo, and color within two (2) years of the effective date of a merger or sale.	Five hundred dollars (\$500) per month per vehicle, with no maximum. Five hundred dollars (\$500) per month per unchanged item. Twenty-five dollars (\$25) per day, with no maximum.
29	Failure to implement a company name change within one (1) year of the effective date of a merger or sale.	Five hundred dollars (\$500) per month per vehicle, with no maximum. Five hundred dollars (\$500) per month per unchanged item. Twenty-five dollars (\$25) per day, with no maximum.
30	Failure to designate the name under which the Contractor will be doing business in writing to the City within thirty (30) days of the effective date of a merger or sale.	Five hundred dollars (\$500) per month per vehicle, with no maximum. Five hundred dollars (\$500) per month per unchanged item. Twenty-five dollars (\$25) per day, with no maximum.
31	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 5.2.

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

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to

present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. The decision of the City shall be final.

5.2 Contract Default

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

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Organics, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 3.1.20;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees pursuant to Section 5.1 in excess of ten thousand dollars (\$10,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 3.1.20.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise 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 the Contractor's performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered

discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

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

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond as damages all expenses incurred, including reasonable 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, Recyclables or Organics collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

6. NOTICES

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

To City:

**City of Bothell
Attn: Solid Waste Administrator
18305 101st Ave NE
Bothell, WA 98011**

To Contractor:

Recology CleanScapes Inc.
117 South Main Street, Suite 300
Seattle, WA 98104

7. GENERAL TERMS

7.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Recyclables and Organics placed in designated Containers and set out in the regular collection locations within the City Service Area. The City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

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

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Organics once these materials are placed in Contractor-provided or City-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Organics.

Likewise, a tipping or acceptance fee charged for Recyclables or Organics shall be the financial responsibility of the Contractor.

7.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in 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 Organics 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.

7.3 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance as set forth below. The cost of such insurance shall be paid by the Contractor.

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

7.3.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance coverage ("occurrence" form) covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo.

7.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

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

7.3.3 Deductibles and Self-Insured Retentions

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

7.3.4 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. The City, its officials, employees, and volunteers shall be named additional insured's on the Contractor's insurance policy.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days

prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately on receipt of insurers' notification to that effect.

7.3.5 Acceptability of Insurers

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

7.3.6 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract. A copy of the complete policy shall be provided upon execution. The City reserves the right to require certified copies of all required insurance policies at any time.

7.3.7 Subcontractors

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

7.3.8 ACORD Form

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

Wording to be added in the Description Section - "Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately upon receipt of insurer's notification to that effect to the City of Bothell, by certified mail."

7.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount of two million dollars (\$2,000,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

7.5.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees, injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting therefrom, arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:

1. The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage, or destruction caused by or resulting from the sole negligent acts or actions of the City, its officers, agents, or employees.
2. The Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage, or destruction caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor (and if the Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall be entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section. The City shall be entitled to recover its reasonable attorney's fees incurred in enforcing Section 7.5.

7.5.2 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.

7.6 Confidentiality of Information

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract are a public record under the Public Disclosure Act, Chapter 42.56 RCW, and are subject to mandatory disclosure upon request by any person.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

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

7.7.2 Assignment, Subcontracting, Delegation of Duties

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

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

Supplier agreements for vehicles, part, fuels, and other general supplies are exempt from this reporting requirement.

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

7.7.3 Merger or Sale of Contractor Operations

In the event the Contractor undergoes a name change for any reason, the name change as perceived by the public shall be completed within one (1) year from the effective date of the merger or sale. The Contractor shall designate the name, logo, and colors under which it will be doing business in writing to the City within thirty (30) days of the effective date of the merger or sale. All items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new name, logo, and colors within two (2) years of the effective date of the merger or sale. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 5.1.2.

7.8 Laws to Govern/Venue

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

7.9 Compliance with Applicable Laws and Regulations

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

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

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages 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.

7.10 Permits and Licenses

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

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

7.11 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, unless the City exercises its option to implement a billing agent relationship in accordance with Section 3.1.28. In that event, a separate billing agent addendum to this Contract shall be negotiated with the Contractor. That agreement will address the specific conditions and authorities granted to the Contractor to bill, collect and disburse funds, as the City's agent on the City's behalf.

7.12 Contractor's Relationship with Customers

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

7.13 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.

7.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any Washington State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 3.1.18, 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.

7.15 Force Majeure

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the

exercise of reasonable diligence (“Force Majeure”). The Contractor’s obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor’s obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 3.1.8.

7.16 Illegal Provisions

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

7.17 Waiver

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

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

The Contractor’s proposal submitted, January 24, 2014, in response to the City’s Request for Proposals, is incorporated by reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor’s proposal and all associated clarifications and supplemental proposal materials. In the case of conflict between the Contractor’s proposal and this Contract, the provisions of this Contract shall prevail. The City may approve changes to vehicle and Container make, model and specifications at the City’s discretion.

7.19 Disputes Resolution

The parties shall attempt to resolve any and all disputes to the mutual satisfaction of both parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall, within one (1) year of first notification of such dispute, be submitted to non-binding mediation before a mediator selected from a list of mediators acceptable to

both the City and the Contractor. All costs of mediation, including the City's attorney's fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation.

7.20 Entirety

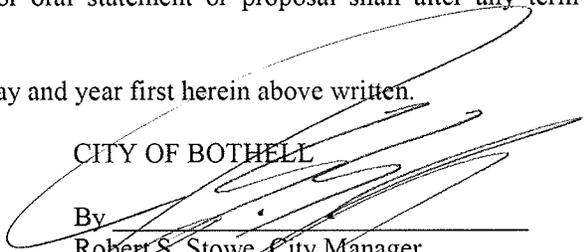
This Contract and the attachments affixed hereto are herein incorporated by reference and represent the entire agreement or contract terms between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any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

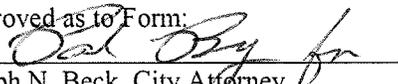
WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

RECOLOGY CLEANSCAPES INC.

By 
Michael Sangiacomo, President and
Chief Executive Officer

CITY OF BOTHELL

By 
Robert S. Stowe, City Manager

Approved as to Form:
By 
Joseph N. Beck, City Attorney

Attachments

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

Service Level	Disposal Fee	Collection Fee	Service Fee
One 32 gallon Garbage Cart	\$ 1.91	\$ 6.35	\$ 8.26
One 10 gallon Micro-Can	\$ 2.21	\$ 5.97	\$ 8.18
One 20 gallon Garbage Cart	\$ 3.69	\$ 5.97	\$ 9.66
1 32/35 gallon Garbage Cart	\$ 4.72	\$ 11.39	\$ 16.12
1 45-gallon Garbage Cart	\$ 6.64	\$ 17.85	\$ 24.49
1 60/64-gallon Garbage Cart	\$ 9.45	\$ 22.46	\$ 31.91
1 90/96-gallon Garbage Cart	\$ 14.17	\$ 33.71	\$ 47.88
Additional 32 Gallon Cans (weekly svc)	\$ 4.72	\$ 3.56	\$ 8.29
Extras (32 gallon equivalent)	\$ 1.18	\$ 3.32	\$ 4.50
Miscellaneous Fees:			
EoW Compostables service (addtn'l 96 Cart)			\$ 5.00
Yard Debris extra (32 gallon equiv)			\$ 3.00
1 10-15 gallon Compostables			\$ 3.81
Recycling Only (no garbage service)			\$ 3.81
Return Trip			\$ 6.00
Carry-out Charge, per 25 ft, per month			\$ 4.00
Drive-in Charge, per month			\$ 8.00
Overweight/Oversize container (per p/u)			\$ 4.00
Redelivery of containers			\$ 10.00
Cart Cleaning (per cart per event)			\$ 10.00
White Goods, except refrigerators			\$ 30.00
Refrigerators/Freezers			\$ 20.00
Sofas, Chairs			\$ 20.00
Mattresses			\$ 20.00
One 20 gallon Mini-Can	3.69	\$ 5.97	\$ 9.66
1 32 gallon Cart	\$ 4.72	\$ 20.03	\$ 24.75
1 64 gallon Cart	\$ 9.45	\$ 38.86	\$ 48.31
1 96 gallon Cart	\$ 14.17	\$ 40.90	\$ 55.07
Extras (32 gallon equivalent)	\$ 1.18	\$ 3.32	\$ 4.50
Miscellaneous Fees:			
Weekly Yard Debris/Foodwaste service			\$ 9.96
Return Trip			\$ 6.00
Carry-out Charge, per 25 ft, per p/u			\$ 1.50
Drive-in Charge, per month (per p/u)			\$ 6.00
Gate and/or unlock fee (per p/u)			\$ 1.50
Container roll-out, >10 feet (per p/u)			\$ 3.00
Overweight/Oversize container (per p/u)			\$ 3.00
Redelivery of container			\$ 10.00
Cart Cleaning (per cart per event)			\$ 10.00
1 Cubic Yard Container	\$ 92.88	\$ 59.20	\$ 152.08
1.5 Cubic Yard Container	\$ 139.27	\$ 88.76	\$ 228.03
2 Cubic Yard Container	\$ 185.70	\$ 118.39	\$ 304.09
3 Cubic Yard Container	\$ 278.61	\$ 177.59	\$ 456.20
4 Cubic Yard Container	\$ 371.40	\$ 236.78	\$ 608.18
6 Cubic Yard Container	\$ 557.11	\$ 355.18	\$ 912.29
1 Cubic Yard, 1 pickup/week	\$ 26.54	\$ 55.40	\$ 81.93
1 Cubic Yard, 2 pickups/week	\$ 53.07	\$ 128.57	\$ 181.65
1 Cubic Yard, 3 pickups/week	\$ 79.61	\$ 201.81	\$ 281.42
1 Cubic Yard, 4 pickups/week	\$ 106.15	\$ 274.34	\$ 380.48
1 Cubic Yard, 5 pickups/week	\$ 132.69	\$ 347.34	\$ 480.02
1.25/1.5 Cubic Yard, 1 pickup/week	\$ 39.81	\$ 82.78	\$ 122.59
1.25/1.5 Cubic Yard, 2 pickups/week	\$ 79.61	\$ 183.41	\$ 263.02
1.25/1.5 Cubic Yard, 3 pickups/week	\$ 119.42	\$ 284.76	\$ 404.17
1.25/1.5 Cubic Yard, 4 pickups/week	\$ 159.22	\$ 384.61	\$ 543.83
1.25/1.5 Cubic Yard, 5 pickups/week	\$ 199.03	\$ 485.21	\$ 684.24

City of Bothell

Attachment B

2 Cubic Yard, 1 pickups/week	\$ 53.07	\$ 110.68	\$ 163.76
2 Cubic Yard, 2 pickups/week	\$ 106.15	\$ 239.20	\$ 345.35
2 Cubic Yard, 3 pickups/week	\$ 159.22	\$ 367.72	\$ 526.95
2 Cubic Yard, 4 pickups/week	\$ 212.30	\$ 494.91	\$ 707.21
2 Cubic Yard, 5 pickups/week	\$ 265.37	\$ 623.07	\$ 888.45
3 Cubic Yard, 1 pickup/week	\$ 79.61	\$ 166.09	\$ 245.70
3 Cubic Yard, 2 pickups/week	\$ 159.22	\$ 350.01	\$ 509.23
3 Cubic Yard, 3 pickups/week	\$ 238.83	\$ 533.96	\$ 772.79
3 Cubic Yard, 4 pickups/week	\$ 318.45	\$ 715.92	\$ 1,034.36
3 Cubic Yard, 5 pickups/week	\$ 398.06	\$ 899.33	\$ 1,297.39
4 Cubic Yard, 1 pickup/week	\$ 106.15	\$ 221.38	\$ 327.52
4 Cubic Yard, 2 pickups/week	\$ 212.30	\$ 460.57	\$ 672.87
4 Cubic Yard, 3 pickups/week	\$ 318.45	\$ 699.80	\$ 1,018.25
4 Cubic Yard, 4 pickups/week	\$ 424.59	\$ 936.44	\$ 1,361.04
4 Cubic Yard, 5 pickups/week	\$ 530.74	\$ 1,175.32	\$ 1,706.06
6 Cubic Yard, 1 pickup/week	\$ 159.22	\$ 332.06	\$ 491.28
6 Cubic Yard, 2 pickups/week	\$ 318.45	\$ 690.62	\$ 1,009.07
6 Cubic Yard, 3 pickups/week	\$ 477.67	\$ 1,034.79	\$ 1,512.46
6 Cubic Yard, 4 pickups/week	\$ 636.89	\$ 1,380.87	\$ 2,017.76
6 Cubic Yard, 5 pickups/week	\$ 796.11	\$ 1,729.83	\$ 2,525.94
8 Cubic Yard, 1 pickup/week	\$ 212.30	\$ 454.33	\$ 666.63
8 Cubic Yard, 2 pickups/week	\$ 424.59	\$ 907.26	\$ 1,331.86
8 Cubic Yard, 3 pickups/week	\$ 636.89	\$ 1,371.75	\$ 2,008.64
8 Cubic Yard, 4 pickups/week	\$ 849.19	\$ 1,827.34	\$ 2,676.52
8 Cubic Yard, 5 pickups/week	\$ 1,061.49	\$ 2,286.71	\$ 3,348.19
Extra loose cubic yard, per pickup	\$ 13.27	\$ 6.73	\$ 20.00
Drop Box Miscellaneous Fees (per occurrence):			
Return Trip			\$ 10.00
Roll-out Container over 10 feet (per p/u)			\$ 3.00
Unlock Container (per p/u)			\$ 1.50
Gate Opening (per p/u)			\$ 1.50
Service Level (# of Boxes)	Monthly Rent	Delivery Charge	Haul Charge
Non-comp 10-15 cubic yard DB (0)	\$ 70.00	\$ 90.00	\$ 147.64
Non-comp 20 cubic yard DB (3)	\$ 70.00	\$ 90.00	\$ 147.64
Non-comp 25 cubic yard DB (2)	\$ 70.00	\$ 90.00	\$ 147.64
Non-comp 30 cubic yard DB (4)	\$ 80.00	\$ 90.00	\$ 147.64
Non-comp 40 cubic yard DB (0)	\$ 80.00	\$ 90.00	\$ 147.64
Compacted 10 cubic yard Drop-box (0)		\$ 90.00	\$ 147.64
Compacted 15 cubic yard Drop-box (0)		\$ 90.00	\$ 147.64
Compacted 20 cubic yard Drop-box (9)		\$ 90.00	\$ 147.64
Compacted 25 cubic yard Drop-box (6)		\$ 90.00	\$ 147.64
Compacted 30 cubic yard Drop-box (7)		\$ 90.00	\$ 147.64
Compacted 40 cubic yard Drop-box (4)		\$ 90.00	\$ 149.26
Service Level	Disposal Fee	Collection Fee	Haul Charge
4 Yard detachable container	\$ 36.05	\$ 88.76	\$ 124.81
6 Yard detachable container	\$ 54.08	\$ 95.47	\$ 149.55
8 Yard detachable container	\$ 72.10	\$ 79.38	\$ 151.48
Non-compacted 10 cubic yard Drop-box			\$ 154.11
Non-compacted 20 cubic yard Drop-box			\$ 154.11
Non-compacted 30 cubic yard Drop-box			\$ 154.11
Non-compacted 40 cubic yard Drop-box			\$ 154.11

Service Level	Delivery Fee	Daily Rental	Monthly Rental
2 Yard detachable container rental	\$ 75.00	\$ 3.00	\$ 50.00
4 Yard detachable container	\$ 75.00	\$ 3.00	\$ 50.00
6 Yard detachable container	\$ 75.00	\$ 3.00	\$ 50.00
8 Yard detachable container	\$ 75.00	\$ 3.00	\$ 50.00
Non-compacted 10 cubic yard Drop-box	\$ 90.00	\$ 5.00	\$ 70.00
Non-compacted 20 cubic yard Drop-box	\$ 90.00	\$ 5.00	\$ 70.00
Non-compacted 30 cubic yard Drop-box	\$ 90.00	\$ 5.00	\$ 80.00
Non-compacted 40 cubic yard Drop-box	\$ 90.00	\$ 5.00	\$ 80.00
Drop-Box + Temporary Container Miscellaneous Fees:			Per Event
Return Trip			\$ 25.00
Stand-by Time (per minute)			\$ 1.60
Additional Mileage at Customer's Direction			\$ 3.00
Cleaning, Per Yard of Container Capacity			\$ 2.25
Drop-box turn around charge			\$ 10.00
Service			Per Hour
Rear/Side-load packer + driver			\$ 125.00
Front-load packer + driver			\$ 125.00
Drop-box Truck + driver			\$ 125.00
Additional Labor (per person)			\$ 55.00

Attachment C

Recyclable Item	Curb	Store*	Call in	Handling Instructions	Limitations	Single-Family	Multi-Family	Commercial
Aluminum (Cans, pie "tins", foil, and other aluminum parts.)	X			Place in cart.		X	X	X
Tin cans (All food and beverage tin cans.)	X			Place in cart.		X	X	X
Corrugated Cardboard	X			Flatten boxes. Place in cart or secure (e.g. box or bundle) and set next to cart.		X	X	X
Glass containers (Clear or colored jars and bottles.)	X			Empty, remove lids and place in cart.		X	X	X
Paper (mixed office paper, colored paper, newsprint, magazines, phone books, catalogs)	X			Place in cart.		X	X	X
Paper Containers (paper cups - soda, coffee; paper food cartons - milk, juice, soy, soup)	X			Empty, place in cart		X	X	X
Plastic Bags & Films (Clean, dry shopping, newspaper, and drycleaning bags.)	X			Place all plastic bags and film inside of one bag and tie to secure.		X	X	X
Plastic Containers (Bottles, cups, jugs, tubs, lids >3", food containers and trays, plant pots and similar.)	X			Empty, place in cart.		X	X	X
Rigid Plastics (5g buckets, PVC pipes, laundry baskets, plastic lawn furniture, Big Wheels, coolers, Nalgene Bottles, PVC pipe < 4 feet long.)	X		X	Cart customers: Place items in cart, or next to cart. One dimension of the object must be < 2 feet. Container customers: Place items in container.	Cart customers: Call to collect large (i.e., all dimensions are > 2 feet) items.	X	X	
Motor Oil	X			Seal uncontaminated oil in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 3 gallons per collection	X		
Fluorescent Tubes and Bulbs	X	X		Wrap tubes in newspaper and secure with tape. Place bulbs in a sealed bag.	LIMIT: 2 tubes/bulbs per collection. LIMIT: 10 tubes/bulbs per year. Tubes must be no longer than 4ft.	X	Drop-off at store	
Used Cooking Oil (FOG)	X	X		Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 3 gallons per drop-off or pick-up. LIMIT: 10 gallons per year.	X	Call in only	
Textiles	X	X		Place clean, dry clothing and household textiles in clear plastic bag.		X	Call in only	
Household Batteries (Alkaline, Button, and rechargeable)	X	X		Place rechargeable and non-rechargeable batteries in separate, sealed bags. Set on top of cart.		X	Call in only	
Small Appliances (microwave ovens, toaster ovens, irons, etc.)	X	X		Set on top of or next to cart.	LIMIT: 2'x2'x2' or smaller and less than 60lbs	X	Call in only	
Small Electronics (2x2x2 or smaller) (Computer equipment, audio equipment, TVs, cell phones, MP3 players, VCRs and other equipment containing circuit boards)	X	X		Place in a clear plastic bag. Set on top of or next to cart.	LIMIT: 2'x2'x2' or smaller and less than 60lbs	X	Call in only	
Scrap Metal (Any ferrous or non-ferrous scrap metal items (e.g., tins, aluminum lawn chair frames, pipes, fencing, or other.)	X			Place in cart or secure (e.g., bundle, box) next to cart.	Limit: Less than 6ft and 65lbs. Less than 5% non-metal components.	X	X	X
Styrofoam Blocks		X	X	Place in a clear plastic bag. Weigh down to prevent movement. Call in and set next to cart on specified day.	NO packing peanuts.	X	Call in only	
Car Seats		X			Drop-off at store only	X	X	
Bicycles & Bike Parts		X			Drop-off at store only	X	X	
Hard-Cover Books		X	X**	Place in boxes and deliver to store. **Recology CleanScapes will provide a 4yd dumpster to each Bothell School once per year upon request.		X	X	
Small Propane Cylinders			X	Cylinders must be empty. Place in box next to cart. DO NOT place cylinders in cart	Only cylinders, no tanks.	X	Call in only	
Bulky Items (Refrigerators, freezers, washer/dryer, water heater, stove/range, range hoods, sofas, chairs, other furniture, mattresses, and large (i.e., greater than 2x2x2) electronics and TVs.)			X	Call to request pick up. Fees apply. (per contract Section 2.2.1.3.)		X	Call in only	X
Construction & Demolition Debris (Wood waste, dry wall, concrete, brick, roofing, carpet, etc. Complete list in proposal.)			X	Call to request special container (2 to 40yd). Tonnage and haul fees apply.		X	X	X

*Store drop-off limited to anyone with a Bothell address

**Recology CleanScapes will provide a 4 yd dumpster to each Bothell School once per year upon request.

Attachment D

Rate Modification Examples

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

Collection Component Adjustment

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

$$NCC = PCC \times [1 + (((nCPI - oCPI) / oCPI))]$$

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
 - PCC = The previous combined collection and Administrative Fee components, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2014.

Disposal Component Adjustment

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

Step 1:

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

Step 2:

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

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

For example, using an initial one 35-gallon cart rate of \$16.29 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$120.17 to \$130.00 per ton starting on January 1, 2016, the old disposal component is \$4.72, and the State Excise Tax rate is 0.015, the January 2016 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$11.57 \times \left[1 + \frac{(144.3-143.2)}{(143.2)}\right] = \$11.66$$

$$\text{New Disposal Component} = [\$4.72 \times (130.00/120.17)] \text{ plus excise tax adjustment of } \$0.01 = \$5.12$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$11.66 plus \$5.12, equaling \$16.78.

Administrative Fee Adjustment

The Collection Fee Component of the rates shown in Attachment B include an embedded 8.0% Administrative Fee at the start of the Contract. The retail rates (“Total Service Fee” on Attachment B) include the contractor’s disposal fee component and the combined contractor collection/service component and the City’s Administrative Fee, calculated as follows:

$$\text{Retail Rate} = \text{DC} + \text{CC} + \text{Administrative Fee} + \text{excise tax on Administrative Fee}$$

$$\text{Administrative Fee} = (\text{DC} + \text{CC}) * 0.0867$$

$$\text{Business and Occupation (B\&O) Tax Adjustment} = \text{Administrative Fee} * 0.015$$

Where:

DC = Disposal Component retained by the Contractor

CC= Collection Component retained by the Contractor

Example (32/35 Gallon Residential Cart initial rate during first year of contract):

Retail Rate = \$4.72 disposal + \$10.27 collection + ((\$4.72+\$10.27) x 0.0867) Administrative Fee

The \$14.99 contractor compensation includes excise tax associated with the initial Administrative Fee. Any future excise tax adjustment would be calculated based on the amount the tax increases or decreases based on that initial amount.

Thus the initial Retail Rate indicated in Attachment B includes \$14.99 contractor compensation plus the Administrative Fee of \$1.30.

In the event the City Administrative Fee is adjusted, the Administrative Fee portion of the Contractor's Collection Fee Component shall be adjusted upward or downward to reflect the changed Administrative Fee percentage and associated increase or reduction excise tax in a manner that retains the Contractor's Collection Fee Component compensation to ensure that the Contractor remains whole.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Recology Inc.			Endorsement Number 38
Policy Symbol XSL	Policy Number G25840276	Policy Period 10/01/2013 to 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE**

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and we will not seek contribution from the other insurance available to the Additional Insured. Your "retained amount" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Recology Inc.			Endorsement Number 46
Policy Symbol XSL	Policy Number G25840276	Policy Period 10/01/2013 to 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Authorized Agent

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Recology Inc.			Endorsement Number 15
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

BROADENED POLLUTION LIABILITY COVERAGE - COVERED AUTOS

Named Insured Recology Inc.			Endorsement Number 6
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

LIABILITY COVERAGE is changed as follows:

LIABILITY COVERAGE under this policy is extended to apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:

- (1) being transported or towed by the covered "auto"; or
- (2) otherwise in the course of transit by the "insured."

However, this extension of coverage does not apply to:

- (1) "pollutants" that are being handled, or are contained in any property that is being handled, for movement into, onto, or from the covered "auto"; or
- (2) liability assumed under a contract or agreement.

DEFINITIONS: The definition of "covered pollution cost or expense" is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- (1) Any request, demand or order; or
- (2) Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being handled, or handled for movement into, onto or from the covered "auto";
 - (2) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to "an" "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Recology Inc.			Endorsement Number 21
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- GARAGE COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

POLICY NUMBER: SCA H08685095

Endorsement Number: 48

Public Burden Statement

OMB NO 2126-0008
Expiration Date: 03/31/2013

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting burden for this collection of information is estimated to average approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC 88A, Washington, DC 20599.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR
PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR
CARRIER ACT OF 1980**

Issued to Recology CleanScapes Inc. of 117 S. Main Street
Wilmington, DE 19803 Seattle, WA 98104
Dated at this 20th day of March, 20 14
Amending Policy No. SCA H08685095 Effective Date 03/05/2014
Name of Insurance Company ACE American Insurance Company
Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 500,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-90 (page 1 of 2)

SCHEDULE OF LIMITS--PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

AGREEMENT ROUTING FORM

- This form **must be completed** for all contracts by the Department of Origin
- Send this form along with **3 originals** to the Clerk's Office for review by Legal, Finance, City Manager, & City Clerk

14-142

Do I need to send my contract to the Clerk's Office for routing?

Yes, regardless of amount or authorized signer, all contracts entered into by the City must be on file with the Clerk's Office

Who should SIGN the contract? **Contracts signed by the Dept Director still need to be routed through the Clerk's Office**

Contract Type	Authorized Signer	
Supplies, Equipment, Non-Professional Services, and Information Services	Less than \$30,000	Dept Director**
	\$30,000 - \$99,999	City Manager
	\$100,000 or more	Must go to Council
Legal Services	Less than \$30,000	City Manager
	\$30,000 or more	Must go to Council
Public Works and Professional Services (non legal)	Less than \$50,000	City Manager
	\$50,000 or more	Must go to Council

Additional Items Requiring Council Approval:

- Professional Service amendments, if the cumulative amount of all amendments increase the cost of a contract by more than 10% or \$50,000 (whichever is greater)
- Public Works project change orders that **exceed** previously **approved budget** appropriations
- Public Works project change orders, if the contract total increases to **\$300,000** or more **AND** the cumulative amount of change orders exceeds **10%** of the original contract
- Interlocal agreements

Date Scheduled for Council: 6/3/14 **Approved:** **Director Approval & Date:** [Signature] 6/16/14 **Dept:** PW **Staff:** Sabrina Combs

Type: Professional Services Public Works Information Services Legal Services Supplies/Equipment Interlocal Small Works

Contract with: Recology CleanScapes, Inc. **Original:** **Supplement/Change Order No.:**

Brief Description & Impact: Agreement to provide Comprehensive Garbage, Recyclables and Organics Collection Contract for the City of Bothell pre King County annexation area. King County annexed customers will be provide service for the next seven years by Waste Management, Inc.

Original Contract Amount: Est. Revenue \$380K **Current Supplement:** N/A **Total Budgeted:** \$380K in Revenue

Original Contract No., if applicable: N/A **Total Contract Amount, including all supps/change orders:** \$380K in Revenue

Contract \$\$ History*: #1 N/A #2 _____ #3 _____ #4 _____ #5 _____ #6 _____

*If there are additional supplements/change orders, attach **Supplement/Change Order Breakdown** form

Project Code: 30511000.00000 / 10110000.00000 **BARS Code:** 305.316.55.00.000 / 101.337.07.00.003

Completion Date/Terms: 6/30/2022 **Certificate of Insurance:** **Expires:** 10/1/2014 **Add'l Insured Endorsement:**

Mailing and/or Special Distribution instructions: Send final contract to Attn: Kevin Kelly at Recology CleanScapes Inc.
(provide contact name and address if not in contract) 117 S. Main St, Ste 300, Seattle, WA 98104-3428

Signed by **Contractor/Consultant** on: [Signature]

Forwarded to **City Attorney** on: 6/20/14 Reviewed/Signed by **City Attorney** on: [Signature]

Forwarded to **Finance** on: 6/20/14 Business License and Budget Review by **Ted** on: [Signature]

Forwarded to **City Manager** on: 6/23/14 Reviewed by **Gretchen** (for Capital Facilities Projects) on: [Signature]

Forwarded to **City Clerk** on: 6/25/14 Reviewed by **Finance Director** on: _____

Approved/Signed by **City Manager** on: 6-25-14 Notary Required (Y or N):

Rec'd in Clerks: 6/20/14 Mailed for Signature: NA Distributed to Dept: 6/25/14 Distributed to Contractor: 6/25/14 Signed by **City Clerk** on: NA

14-142

PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT

Named Insured Recology Inc.			Endorsement Number 72
Policy Symbol XSL	Policy Number G25840276	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement 06/16/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EXCESS COMMERCIAL GENERAL LIABILITY POLICY
BUSINESS AUTO COVERAGE FORM**

SCHEDULE

(name and address of additional insured)

City of Bothell

ADDITIONAL INSURED

It is agreed that the entity shown in the Schedule, its Officers, Employees, and Agents are named as Additional Insureds with respect to the operations and activities of the Named Insured.

PRIMARY INSURANCE

Insurance provided by this policy shall be primary insurance and no other insurance or self insured retention carried or held by the Scheduled Entity shall be called upon to contribute to a loss covered by insurance for the named insured.

CANCELLATION CLAUSE

Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

SEVERABILITY OF INTEREST

This insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of liability of the insuring company.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy(ies) to which this endorsement applies.

All other terms and conditions of this policy remain the same.



 9/9/2014

 Authorized Agent

 SCOTT W. CONKARO, VP

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Recology Inc.			Endorsement Number 46
Policy Symbol XSL	Policy Number G25840276	Policy Period 10/01/2013 to 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


4/14/2013
Authorized Agent
SCOTT W. CONRAD

PUBLIC ENTITY ADDITIONAL INSURED ENDORSEMENT

Named Insured Recology Inc.			Endorsement Number 54
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement 06/16/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EXCESS COMMERCIAL GENERAL LIABILITY POLICY
BUSINESS AUTO COVERAGE FORM**

SCHEDULE

(name and address of additional insured)
City of Bothell

ADDITIONAL INSURED

It is agreed that the entity shown in the Schedule, its Officers, Employees, and Agents are named as Additional Insureds with respect to the operations and activities of the Named Insured.

PRIMARY INSURANCE

Insurance provided by this policy shall be primary insurance and no other insurance or self insured retention carried or held by the Scheduled Entity shall be called upon to contribute to a loss covered by insurance for the named insured.

CANCELLATION CLAUSE

Thirty (30) days written notice shall be given to the Scheduled Entity in the event of cancellation and/or reduction in limits or coverage.

SEVERABILITY OF INTEREST

This insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of liability of the insuring company.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy(ies) to which this endorsement applies.

All other terms and conditions of this policy remain the same.


Authorized Agent
SCOTT W. CONRAD, VP

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Recology Inc.		Endorsement Number 38	
Policy Symbol XSL	Policy Number G25840276	Policy Period 10/01/2013 to 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization

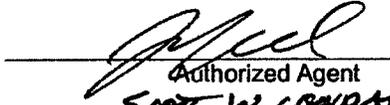
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and we will not seek contribution from the other insurance available to the Additional Insured. Your "retained amount" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.


Authorized Agent
SCOTT W. CONRAD 1/14/2013

POLICY NUMBER: SCA H08685095

Endorsement Number: 48

Public Burden Statement

OMB NO: 2126-0008
Expiration Date: 03/31/2013

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a correct valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting burden for this collection of information is estimated to average 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Office, Federal Motor Carrier Safety Administration, MC-99A, Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR
PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR
CARRIER ACT OF 1980**

Issued to Reology CleanScapes Inc. of 117 S. Main Street
Seattle, WA 98104

Dated at Wilmington, DE 19803 this 20th day of March, 20 14

Amending Policy No. SCA H08685095 Effective Date 03/05/2014

Name of Insurance Company ACE American Insurance Company

Countersigned by [Signature] 3/9/2014
SLOTT W. CONRAD, VP
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 500,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only

Form MCS-90 (page 1 of 2)

SCHEDULE OF LIMITS--PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Recology Inc.			Endorsement Number 21
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- GARAGE COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.


Authorized Representative
SCOTT W. CONRAD
11/14/2013

BROADENED POLLUTION LIABILITY COVERAGE - COVERED AUTOS

Named Insured Recology Inc.			Endorsement Number 6
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

LIABILITY COVERAGE is changed as follows:

LIABILITY COVERAGE under this policy is extended to apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" that are, or that are contained in any property that is:

- (1) being transported or towed by the covered "auto"; or
- (2) otherwise in the course of transit by the "insured."

However, this extension of coverage does not apply to:

- (1) "pollutants" that are being handled, or are contained in any property that is being handled, for movement into, onto, or from the covered "auto"; or
- (2) liability assumed under a contract or agreement.

DEFINITIONS: The definition of "covered pollution cost or expense" is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- (1) Any request, demand or order; or
- (2) Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being handled, or handled for movement into, onto or from the covered "auto";
 - (2) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owed by or rented to "an" "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

 3/9/2014

Authorized Agent
SCOTT M. CONRAD, VP

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Recology Inc.			Endorsement Number 15
Policy Symbol SCA	Policy Number H08685095	Policy Period 10/01/2013 TO 10/01/2014	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



Authorized Representative
SCOTT W. CONRAD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 21650 Oxnard Street, Suite 1600 Woodland Hills, CA 91367	CONTACT NAME:	Beecher Carlson Insurance Services	
	PHONE (A/C, No, Ext):	818-598-4200	FAX (A/C, No): 770-870-3043
www.beechercarlson.com	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Recology CleanScapes Inc. CleanScapes, Inc. 117 S. Main Street Seattle WA 98104	INSURER A:	Indian Harbor Insurance Company	36940
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 21874018 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		PEC000549108	10/1/2014	10/1/2017	Each Loss \$20,000,000 Aggregate \$40,000,000 SIR \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy includes Contractors Pollution Liability: Limit \$3,000,000

CERTIFICATE HOLDER City of Bothell Attn: Solid Waste Administrator 18305 101st Ave., NE Bothell WA 98011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (WDHLS) Pam Brooskin <i>Pam Brooskin</i>

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ACORD 25 (2014/01)

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Beecher Carlson Insurance Services
21650 Oxnard Street, Suite 1600
Woodland Hills, CA 91367

City of Bothell
Attn: Solid Waste Administrator
18305 101st Ave., NE
Bothell WA 98011

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Sender: (WDHLS) Ginny McCarthy

Phone: 818-598-4200

Subject: ACORD 25 (01/14) Certificate of Liability :
Recology Inc.

Date: 9/29/2014

No. of Pages: 2

URL: www.beechercarlson.com

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AGR 14-142

To: Sabrina Combs
Re: City of Bothell
From: Michelea Nicholas
Date: October 21, 2014

Enclosed with this memo is our Performance Bond No. 106177230 by Travelers Casualty and Surety Company of America.

Serviced by: Recology Cleanscapes Inc.
117 S. Main Street, Suite 300
Seattle, WA 98104

To: City of Bothell
18305 101st Avenue, NE
Bothell, WA 98011

I can be reached at the following if any assistance is needed.

Recology

Michelea Nicholas

Administrative Assistant
50 California Street, 24th Floor
San Francisco, Ca 94111-9796
Ph: (415) 875-1143
Email: mnicholas@recology.com

**PERFORMANCE BOND
Annual Form**

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. 106177230

KNOW ALL BY THESE PRESENTS, That we **Recology CleanScapes Inc.**, as Principal, and **Travelers Casualty and Surety Company of America**, of **Hartford, Connecticut**, authorized to do business in the State of **California**, as Surety, are held and firmly bound unto **City of Bothell**, as Obligee, in the maximum penal sum of **Two Million and 00/100 Dollars (\$2,000,000.00)**, lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the **City of Bothell Comprehensive Solid Waste Collection Contract**, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of **January 1, 2015 to January 1, 2016**. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this bond or any extension thereof.
2. The above referenced Contract has a term ending **June 30, 2022**. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond **June 30, 2022**, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square, 4PB
Hartford, CT 06183
Attn: Bond Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 16th day of October, 2014.

Recology CleanScapes Inc.

By: Mark R. Lomele
Mark R. Lomele, Executive Vice President and CFO, Principal

Travelers Casualty and Surety Company of America

By: James I. Moore
James I. Moore, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225413

Certificate No. 006003372

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James I. Moore, Stephen T. Kazmer, Bonnie Kruse, Peggy Faust, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Elaine Marcus, Melissa A. Schmidt, Tariese M. Pisciotto, Mary Beth Peterson, and Donna Whalen

of the City of Westmont, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 20 14.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.