



Transportation and Public Works Agenda

April 11, 2023, 5:30-6:30 PM
SeaTac City Hall – City Council Chambers
Hybrid Meeting

Councilmembers:
Chair Simpson
CM James Lovell
CM Joe Vinson

A quorum of the Council may be present.

Staff Coordinator: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” channel 1 grey box.

| ITEM | TOPIC | PROCESS | WHO | TIME |
|------|---|-----------------------------|---|--------|
| 1 | Call to Order | | Chair | |
| 2 | Roll Call of Committee Members | Take Attendance | Chair | 2 min. |
| 3 | Prior Minutes to approve | Approve Minutes of March 28 | Committee | 3 min. |
| 4 | <p>PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.</p> <ul style="list-style-type: none"> • Instructions for providing remote oral public comments are located at the following link: Council Committee and Citizen Advisory Committee Virtual Meetings. • Submit email/text public comments to TPWpubliccommentt@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website. | | Chair | 5 min. |
| 5 | Solid Waste Contract Renewal | Discussion/Action | Will Appleton/Mason Giem/Hans Van Dusen | 15 min |

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|---|---|-------------------|------------------|--------|
| 6 | On-Call Contract for Real Property and Right of Way Management Services | Discussion/Action | Florendo Cabudol | 10 min |
| 7 | Ongoing Business – <u>CRF 2023-17 regarding Street Banners</u> | Discussion/Action | | 15 min |
| 6 | Public Works Update | Information Only | Will Appleton | 10 min |
| 7 | Adjourn | | | |



Transportation & Public Works Committee Meeting Minutes

March 28, 2024
4:30 – 6:00 PM
** Hybrid Meeting **

| <u>Members:</u> | <u>Present</u> | <u>Excused</u> | <u>Unexcused</u> |
|-------------------|----------------|----------------|------------------|
| CM Simpson, Chair | X | | |
| CM Lovell | X | | |
| CM Vinson | X | | |

Other Councilmembers participating:

Staff Coordinators: Will Appleton, Public Works Director and Florendo Cabudol, City Engineer

Other Staff Present: Brenton Cook, Engineering Manager; Bryan Chappell, PW Mtce & Ops Manager; Wilfredo Lugo, Emergency Management Coordinator

| | |
|---|---|
| 1. Call to Order | Chair Simpson called the meeting to order at 4:31 PM. |
| 2. Public Comment | There were no public comments |
| 3. Review of the Minutes | March 14, 2024 T&PW Minutes were approved |
| 4. Adopt Comprehensive Emergency Management Plan CEMP 2024-2028 | <p>Discussion/Action Wilfredo Lugo, Emergency Management Coordinator, presented the adoption of the SeaTac Comprehensive Emergency Management Plan (CEMP) 2024-2028.</p> <p>The CEMP lays out a structure for an organized and effective way for the City to provide the five phases of Emergency Management in an emergency, which are Prevention, Mitigation, Preparedness, Response and Recovery; and it coordinates the efforts to protect the general public's health and life safety, and to protect businesses and property within the City of SeaTac.</p> |

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|---|--|
| | <p>Having an adopted CEMP is required to be eligible for FEMA Public Assistance reimbursements and any grant funding.</p> <p>The State requires updated plans every five years. This plan is more specific to each department's plans in an emergency.</p> <p>The Committee approved the adoption to move to full council for action on April 23, 2024, with a recommendation to approve.</p> |
| <p>5. Approve Interlocal Agreement with WSDOT for traffic signal upgrades</p> | <p>Discussion/Action</p> <p>Brenton Cook, Engineering Manager, presented the Interlocal Agreement with WSDOT for an upgrade to two signals along International Boulevard, prior to WSDOT's grind and overlay of International Blvd from SR 516 to South 200th Street this summer.</p> <p>Upgrading existing traffic signals to video detection ahead of WSDOT's proposed work will be beneficial to both the City and WSDOT.</p> <p>The Interlocal Agreement allows the City to hire King County Roads to procure and install new video detection systems along International Blvd at South 204th Street and South 208th Street. After both intersections are upgraded, WSDOT will reimburse SeaTac for the entirety of the work.</p> <p>The estimated expense for materials and labor to install the video detection systems are approximately \$63,838, which WSDOT will reimburse the City.</p> <p>The Committee approved the Interlocal agreement to move to full council for presentation on April 23, 2024, with a recommendation to approve.</p> |
| <p>6. Ongoing CFRs or Referrals</p> | <p>None</p> |

| | |
|------------|--|
| t | <p>Will Appleton, Public Works Director, gave kudos to Wilfredo Lugo, Emergency Management Coordinator, for his excellent work on the Comprehensive Emergency Management Plan (CEMP).</p> <p>He also gave kudos to the Engineering staff who researched the information about the two traffic signal upgrades, instead of WSDOT replacing the old “loop system” during their overlay project, which the State agreed would be of mutual benefit to the State and the City.</p> <p>Maintenance staff are working ahead of spring season to freshen up the median landscaping, and apply emergent to retard weed growth.</p> <p>The City is actively recruiting for up to four seasonal Maintenance Worker positions to work until fall. We are advertising through our website, and at local job fairs.</p> |
| 8. Adjourn | Chair Simpson adjourned the meeting at 5:01 PM. |

Minutes for Approval



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Mason Giem, Public Works Programs Coordinator
Date: 4-11-2024
Subject: Solid Waste Contract with Recology King County
Agenda Bill #: 6376

Purpose:

Seek Committee recommendation to forward for Council consideration and action a Motion authorizing the City Manager to execute a contract with Recology King County to provide solid waste services in SeaTac. The term of the contract is for ten years, starting on June 1, 2025, and ending on May 31, 2035 and includes the option for one, 2 year extension.

Background:

The City of SeaTac currently contracts with Recology King County for the collection of residential and commercial solid waste, compost, and recycling. This contract is set to expire on May 31, 2025. Residential solid waste survey results, City Council feedback, City Staff feedback, the city's Comprehensive Plan, State and County regulations and the Port of Seattle were all used to develop a request for proposal (RFP) for a new solid waste and recycling contract. The survey of residents and businesses found that 79% of respondents are either satisfied or very satisfied with their current service. Also, respondents rated the priorities of cost, reliability, and sustainability as follows: 1. reliability, 2. cost and 3. sustainability.

The RFP process was initiated, carried out and completed with expert assistance from our consultant Hans Van Dusen. Interest was shown throughout the process from Waste Management, Republic Services, Cedar Grove Composting and Recology King County; however, only Recology King County submitted a proposal. Cedar Grove gave no reason for non-submittal. Republic Services did not submit because, "The inability for us to adjust to the changes in the recycling industry with the inconsistent volatility with commodity pricing and processing fees". Waste Management did not submit because, "the process did not permit contract exceptions making it difficult to suggest provisions for a mutually beneficial partnership". A thorough review and scoring of the Recology proposal found that it was complete and fully satisfied the requirements of the RFP; an interview was conducted. Following the interview staff felt confident that Recology would be capable of satisfying commitments in the proposal and moved forward with contract negotiations.

Upon completion of negotiations, the following notable service enhancements over our past contract were added:

- Fully embedded food waste services for commercial and multi-family customers for up to two compost carts/week. ^{1,2}
- 1-2 yard food waste service available for commercial customers. ^{3,4}
- 1 free bulky item collection day per year for all single family residents, including 3 bulky items such as couches or large chairs. ⁵
- A 100% increase in the amount of street side litter cans. ⁶
- Increased performance standards and fines for repeated complaints including missed services. ⁷
- Local customer store and call center available 7 days/week with 2-way texting and speed to answer standard reduced to under 20 seconds. ⁸
- Expanded customer engagement with dedicated staffing to identify and resolve customer concerns and outreach successful business and multifamily recycling and composting. ⁹
- New solid waste trucks in 2026 with renewable natural gas. New electric battery powered support vehicles in 2025. ¹⁰
- Locks for Multi-family and commercial customers available for no extra charge. ¹¹
- Continued convenient curb and drop-off options for hard to recycle items for all customers. ¹²
- Contractor commitment to domestic recycling processing and transparent reporting. ¹³
- Senior low income discount program expanded to include all low income qualifiers. ¹⁴
- Overall rate increases of appx 18%, due to industry cost increases in labor, fuel, capital, disposal and recycling and compost processing. ¹⁵
- New customer rates that are appx 22% lower than neighboring jurisdictions with similar services.

Recology King County and the City of SeaTac have maintained a good partnership over the term of the last contract. Staff look forward to continuing to work together and believe Recology King County will remain a good partner in the goal of providing reliable and cost-effective solid waste and recycling services for our residents and businesses. It should also be noted that Recology has shown dedication towards removing contamination in recycling, increasing recycling/composting participation, and navigating internal challenges in ways that put the customer first.

¹ SeaTac Comprehensive Plan Policy 6.6E

² Washington Organics Management Law

³ SeaTac Comprehensive Plan Policy 6.6E

⁴ Washington Organics Management Law

⁵ 2023 Solid Waste Survey

⁶ City Council feedback

⁷ 2023 Solid Waste Survey

⁸ 2023 Solid Waste Survey

⁹ SeaTac Comprehensive Plan Policy 6.6E

¹⁰ SeaTac Comprehensive Plan Policy 6.6C

¹¹ SeaTac Comprehensive Plan Policy 6.6E

¹² SeaTac Comprehensive Plan Policy 6.6E

¹³ City Staff

¹⁴ City Staff

¹⁵ 2023 Solid Waste Survey

Regional Residential 2024 Prices compared to SeaTac New Contract Prices in 2025

| | 32 gal | 64 gal | Recycle | Compost |
|-------------------|-----------------------|-----------------------|----------------|----------------|
| <i>SeaTac New</i> | <i>\$28.78</i> | <i>\$39.33</i> | <i>EOW</i> | <i>EOW</i> |
| Tukwila | \$34 | \$45 | EOW | EOW |
| Des Moines | \$44 | \$59 | EOW | EOW |
| North Bend | \$53 | \$77 | EOW | EOW |
| Burien | \$49 | \$65 | Weekly | EOW |
| Mercer | \$37 | \$59 | EOW | Weekly |
| Issaquah | \$38 | \$64 | Weekly | Weekly |
| Kirkland | \$48 | \$87 | Weekly | Weekly |

EOW = Every Other Week

Budget Significance:

The City will continue to receive 5.3% of overall contract revenue as an administrative fee. This fee is directed into the Solid Waste Fund and ensures that solid waste services for the City will be maintained at or above current service levels.

Options/Recommendation:

Staff recommend forwarding this topic to full Council for review with a recommendation for approval of the Motion.

Attachments:

- Solid Waste Contract
- Solid Waste Rate Sheet

| Residential Curbside Services | Container Count | | Container Weight (Pounds) | Service Frequency (per Month) | Disposal Fee (\$/Month) | Service Component (\$/Month) | Customer Rate | FAC Rate | Total Rate | CY by Size | Freq | FAC Factor |
|--|-----------------|------|---------------------------|-------------------------------|-------------------------|------------------------------|---------------|-----------|------------|------------|-------|------------|
| Monthly Service: | | | | | | | | | | | | |
| 35 Gallon Monthly Garbage Cart | 75 | | 8.68 | 1.0 | \$0.43 | \$17.31 | \$17.74 | \$ 0.41 | \$18.15 | 0.17 | 1 | 0.17 |
| Weekly Service: | | | | | | | | | | | | |
| 10 Gallon Garbage Bin | 114 | | 5.1 | 4.33 | \$1.64 | \$16.17 | \$17.81 | \$ 0.51 | \$18.32 | 0.05 | 4.33 | 0.21 |
| 20 Gallon Garbage Cart | 689 | | 10.2 | 4.33 | \$3.25 | \$17.64 | \$20.89 | \$ 1.05 | \$21.94 | 0.1 | 4.33 | 0.43 |
| 32 or 35 Gallon Garbage Cart | 1,953 | | 17.5 | 4.33 | \$5.60 | \$21.40 | \$27.00 | \$ 1.78 | \$28.78 | 0.17 | 4.33 | 0.73 |
| 45 Gallon Garbage Cart | 562 | | 23.5 | 4.33 | \$7.48 | \$23.29 | \$30.77 | \$ 2.42 | \$33.19 | 0.23 | 4.33 | 0.99 |
| 64 Gallon Garbage Cart | 958 | | 30.6 | 4.33 | \$9.54 | \$26.42 | \$35.96 | \$ 3.37 | \$39.33 | 0.32 | 4.33 | 1.38 |
| 96 Gallon Garbage Cart | 637 | | 45.9 | 4.33 | \$14.62 | \$36.63 | \$51.25 | \$ 4.74 | \$55.99 | 0.45 | 4.33 | 1.94 |
| Stand alone EOW Recycling Cart & Service | | | | | | | \$6.00 | | \$6.00 | | | |
| Additional EOW Compostables Cart & Service | | | | | | | \$7.00 | | \$7.00 | | | |
| Stand alone EOW Compostable Cart & Service | | | | | | | \$10.00 | | \$10.00 | | | |
| Extras setout: | | | | | | | | | | | | |
| Extra Garbage Cans/Bags, 32 Gallon Equivalent (Each) | | | 17.5 | 1.0 | \$1.70 | \$4.30 | \$6.00 | | \$6.00 | | | |
| Extra Compostables Cans/Bags, 32 Gal. Equivalent (Each) | | | | | | | \$4.00 | | \$4.00 | | | |
| MF & Commercial Carts | | | | | | | | | | | | |
| | Container Count | | Container Weight | Service Frequency | Disposal Fee | Service Component | Customer Rate | | | | | |
| | MF | COMM | | | | | | | | | | |
| Weekly Service: | | | | | | | | | | | | |
| 35 Gallon Garbage Cart | 450 | 41 | 17.5 | 4.33 | \$5.60 | \$13.96 | \$19.56 | \$ 1.78 | \$21.34 | 0.17 | 4.33 | 0.73 |
| 64 Gallon Garbage Cart | 4 | 15 | 30.6 | 4.33 | \$9.54 | \$17.76 | \$27.30 | \$ 3.37 | \$30.67 | 0.32 | 4.33 | 1.38 |
| 96 Gallon Garbage Cart | 24 | 41 | 45.9 | 4.33 | \$14.62 | \$20.60 | \$35.22 | \$ 4.74 | \$39.96 | 0.45 | 4.33 | 1.94 |
| Extras setout: | | | | | | | | | | | | |
| Extra Garbage Cans/Bags, 32 Gallon Equivalent (Each) | | | 17.5 | 1.0 | \$1.70 | \$4.30 | \$6.00 | | \$6.00 | | | |
| Extra Compostables Cans/Bags, 32 Gal. Equivalent (Each) | | | | | | | \$4.00 | | \$4.00 | | | |
| MF & Commercial Detachable Containers (Loose) | | | | | | | | | | | | |
| | Container Count | | Container Weight | Service Frequency | Disposal Fee | Service Component | Customer Rate | | | | | |
| | MF | COMM | | | | | | | | | | |
| 1 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 4 | 25 | 98.1 | 4.33 | \$30.81 | \$106.28 | \$137.09 | \$ 10.59 | \$147.68 | 1 | 4.33 | 4.33 |
| 2 Pickups/Week/Container | | | 98.1 | 8.7 | \$61.62 | \$212.49 | \$274.11 | \$ 21.18 | \$295.29 | 1 | 8.66 | 8.66 |
| 3 Pickups/Week/Container | | | 98.1 | 13.0 | \$92.42 | \$318.80 | \$411.22 | \$ 31.78 | \$443.00 | 1 | 12.99 | 12.99 |
| 4 Pickups/Week/Container | | | 98.1 | 17.3 | \$123.23 | \$425.06 | \$548.29 | \$ 42.37 | \$590.66 | 1 | 17.32 | 17.32 |
| 5 Pickups/Week/Container | | | 98.1 | 21.7 | \$154.04 | \$531.31 | \$685.35 | \$ 52.96 | \$738.31 | 1 | 21.65 | 21.65 |
| 1.5 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 3 | 7 | 147.1 | 4.33 | \$46.23 | \$127.78 | \$174.01 | \$ 15.87 | \$189.88 | 1.5 | 4.33 | 6.49 |
| 2 Pickups/Week/Container | | | 147.1 | 8.7 | \$92.42 | \$255.55 | \$347.97 | \$ 31.78 | \$379.75 | 1.5 | 8.66 | 12.99 |
| 3 Pickups/Week/Container | | | 147.1 | 13.0 | \$138.65 | \$383.35 | \$522.00 | \$ 47.65 | \$569.65 | 1.5 | 12.99 | 19.48 |
| 4 Pickups/Week/Container | | | 147.1 | 17.3 | \$184.84 | \$511.10 | \$695.94 | \$ 63.56 | \$759.50 | 1.5 | 17.32 | 25.98 |
| 5 Pickups/Week/Container | | | 147.1 | 21.7 | \$231.07 | \$638.90 | \$869.97 | \$ 79.43 | \$949.40 | 1.5 | 21.65 | 32.47 |
| 2 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 6 | 49 | 196.2 | 4.33 | \$61.62 | \$157.48 | \$219.10 | \$ 21.18 | \$240.28 | 2 | 4.33 | 8.66 |
| 2 Pickups/Week/Container | | 12 | 196.2 | 8.7 | \$123.23 | \$314.97 | \$438.20 | \$ 42.37 | \$480.57 | 2 | 8.66 | 17.32 |
| 3 Pickups/Week/Container | | | 196.2 | 13.0 | \$184.84 | \$472.50 | \$657.34 | \$ 63.56 | \$720.90 | 2 | 12.99 | 25.98 |
| 4 Pickups/Week/Container | | | 196.2 | 17.3 | \$246.46 | \$630.03 | \$876.49 | \$ 84.74 | \$961.23 | 2 | 17.32 | 34.64 |
| 5 Pickups/Week/Container | | | 196.2 | 21.7 | \$308.07 | \$787.52 | \$1,095.59 | \$ 105.93 | \$1,201.52 | 2 | 21.65 | 43.3 |
| 3 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 2 | 36 | 294.2 | 4.33 | \$92.42 | \$211.70 | \$304.12 | \$ 31.78 | \$335.90 | 3 | 4.33 | 12.99 |
| 2 Pickups/Week/Container | 8 | 4 | 294.2 | 8.7 | \$184.84 | \$423.42 | \$608.26 | \$ 63.56 | \$671.82 | 3 | 8.66 | 25.98 |
| 3 Pickups/Week/Container | | | 294.2 | 13.0 | \$277.26 | \$635.13 | \$912.39 | \$ 95.34 | \$1,007.73 | 3 | 12.99 | 38.97 |
| 4 Pickups/Week/Container | | | 294.2 | 17.3 | \$369.68 | \$846.83 | \$1,216.51 | \$ 127.12 | \$1,343.63 | 3 | 17.32 | 51.96 |
| 5 Pickups/Week/Container | | 5 | 294.2 | 21.7 | \$462.10 | \$1,058.55 | \$1,520.65 | \$ 158.90 | \$1,679.55 | 3 | 21.65 | 64.95 |
| 4 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 15 | 55 | 392.3 | 4.33 | \$123.23 | \$266.26 | \$389.49 | \$ 42.37 | \$431.86 | 4 | 4.33 | 17.32 |
| 2 Pickups/Week/Container | 24 | 26 | 392.3 | 8.7 | \$246.46 | \$532.49 | \$778.95 | \$ 84.74 | \$863.69 | 4 | 8.66 | 34.64 |
| 3 Pickups/Week/Container | 15 | 12 | 392.3 | 13.0 | \$369.68 | \$798.65 | \$1,168.33 | \$ 127.12 | \$1,295.45 | 4 | 12.99 | 51.96 |
| 4 Pickups/Week/Container | | 20 | 392.3 | 17.3 | \$492.91 | \$1,064.88 | \$1,557.79 | \$ 169.49 | \$1,727.28 | 4 | 17.32 | 69.28 |
| 5 Pickups/Week/Container | | | 392.3 | 21.7 | \$616.14 | \$1,331.10 | \$1,947.24 | \$ 211.86 | \$2,159.10 | 4 | 21.65 | 86.6 |
| 6 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 6 | 30 | 588.5 | 4.33 | \$184.84 | \$352.41 | \$537.25 | \$ 63.56 | \$600.81 | 6 | 4.33 | 25.98 |
| 2 Pickups/Week/Container | 32 | 24 | 588.5 | 8.7 | \$369.68 | \$704.86 | \$1,074.54 | \$ 127.12 | \$1,201.66 | 6 | 8.66 | 51.96 |
| 3 Pickups/Week/Container | 6 | 3 | 588.5 | 13.0 | \$554.52 | \$1,057.28 | \$1,611.80 | \$ 190.68 | \$1,802.48 | 6 | 12.99 | 77.94 |
| 4 Pickups/Week/Container | | | 588.5 | 17.3 | \$739.36 | \$1,409.75 | \$2,149.11 | \$ 254.24 | \$2,403.35 | 6 | 17.32 | 103.92 |
| 5 Pickups/Week/Container | | 5 | 588.5 | 21.7 | \$924.20 | \$1,762.15 | \$2,686.35 | \$ 317.80 | \$3,004.15 | 6 | 21.65 | 129.9 |
| 8 Cubic Yard Uncompacted Container: | | | | | | | | | | | | |
| 1 Pickup/Week/Container | 6 | 10 | 784.6 | 4.33 | \$246.46 | \$450.26 | \$696.72 | \$ 84.74 | \$781.46 | 8 | 4.33 | 34.64 |
| 2 Pickups/Week/Container | 16 | 36 | 784.6 | 8.7 | \$492.91 | \$900.58 | \$1,393.49 | \$ 169.49 | \$1,562.98 | 8 | 8.66 | 69.28 |
| 3 Pickups/Week/Container | 3 | 24 | 784.6 | 13.0 | \$739.36 | \$1,350.88 | \$2,090.24 | \$ 254.24 | \$2,344.48 | 8 | 12.99 | 103.92 |
| 4 Pickups/Week/Container | | 4 | 784.6 | 17.3 | \$985.82 | \$1,801.16 | \$2,786.98 | \$ 338.98 | \$3,125.96 | 8 | 17.32 | 138.56 |
| 5 Pickups/Week/Container | | 35 | 784.6 | 21.7 | \$1,232.27 | \$2,251.48 | \$3,483.75 | \$ 423.73 | \$3,907.48 | 8 | 21.65 | 173.2 |
| Extras setout: | | | | | | | | | | | | |
| Extra Compostables per Cubic Yard | 10 | 50 | 103.7 | 1.0 | \$10.10 | \$19.90 | \$30.00 | | \$30.00 | | | |
| Extra Garbage per Cubic Yard | | | 98.1 | | | | \$20.00 | | \$20.00 | | | |
| MF & Commercial Detachable Containers (Compacted) | | | | | | | | | | | | |
| | Container Count | | Container | Service | Disposal | Service | Customer | | | | | |

| | MF | COMM | Weight | Frequency | Fee | Component | Rate | | | | | | | |
|--|----|------|-----------------|--------------------|-------------------|--------------|-------------------|----------------|-------------------------------|-----------------------|----------|----------|---------|--|
| Compacted Containers: | | | | | | | | \$/month | \$0.00 | | | | | |
| 2 Cubic Yard Compacted Container | 10 | 2 | 294.23 | 4.33 | \$60.64 | \$586.85 | \$647.49 | \$ | 63.56 | \$711.05 | 6 | 4.33 | 25.98 | |
| 3 Cubic Yard Compacted Container | 2 | 1 | 441.34 | 4.33 | \$90.96 | \$813.32 | \$904.28 | \$ | 95.34 | \$999.62 | 9 | 4.33 | 38.97 | |
| 4 Cubic Yard Compacted Container | | 4 | 588.45 | 4.33 | \$121.28 | \$905.83 | \$1,027.11 | \$ | 127.12 | \$1,154.23 | 12 | 4.33 | 51.96 | |
| 6 Cubic Yard Compacted Container | | 2 | 882.68 | 4.33 | \$181.92 | \$1,224.78 | \$1,406.70 | \$ | 190.68 | \$1,597.38 | 18 | 4.33 | 77.94 | |
| MF & Commercial Drop-box Collection | | | Container Count | Monthly Haul Count | | | | | | | | | | |
| | | | MF | COMM | | | | | | | | | | |
| Permanent Drop-box Hauling: | | | | | | | | \$/haul | \$0.00 | | | | | |
| Non-compacted 10 - 40 Cubic Yard Drop-box | 2 | 28 | 100 | | | | \$195.97 | \$ | | \$195.97 | | | | |
| 10 Cubic Yard Drop Box | | | | | | | \$195.97 | \$ | 24.46 | \$220.43 | 10 | | | |
| 15 Cubic Yard Drop Box | | | | | | | \$195.97 | \$ | 36.69 | \$232.66 | 15 | | | |
| 20 Cubic Yard Drop Box | | | | | | | \$195.97 | \$ | 48.93 | \$244.90 | 20 | | | |
| 25 Cubic Yard Drop Box | | | | | | | \$195.97 | \$ | 61.16 | \$257.13 | 25 | | | |
| 30 Cubic Yard Drop Box | | | | | | | \$195.97 | \$ | 73.39 | \$269.36 | 30 | | | |
| 40 Cubic Yard Drop Box | | | | | | | \$195.97 | \$ | 97.86 | \$293.83 | 40 | | | |
| Compacted 10 - 40 Cubic Yard Drop-box | 2 | 21 | 100 | | | | \$244.44 | \$ | | \$244.44 | | | | |
| 10 Compacted Cubic Yard Drop Box | | | | | | | \$244.44 | \$ | 73.39 | \$317.83 | 30 | | | |
| 15 Compacted Cubic Yard Drop Box | | | | | | | \$244.44 | \$ | 110.09 | \$354.53 | 45 | | | |
| 20 Compacted Cubic Yard Drop Box | | | | | | | \$244.44 | \$ | 146.79 | \$391.23 | 60 | | | |
| 25 Compacted Cubic Yard Drop Box | | | | | | | \$244.44 | \$ | 183.48 | \$427.92 | 75 | | | |
| 30 Compacted Cubic Yard Drop Box | | | | | | | \$244.44 | \$ | 220.18 | \$464.62 | 90 | | | |
| 40 Compacted Cubic Yard Drop Box | | | | | | | \$244.44 | \$ | 293.58 | \$538.02 | 120 | | | |
| Permanent Non-compacted Drop-box Rental & Delivery: | | | | | | | | Rent/month | | | | | | |
| | | | | | | | | Delivery | | | | | | |
| Non-compacted 10 - 40 Cubic Yard Drop-box | 2 | 28 | | | | | \$310.94 | \$ | | \$20.49 | | | | |
| Drop-box Solid Lid Charge, per Month | | | | | | | | | | \$25.00 | | | \$20.49 | |
| Temporary Services | | | Monthly Count | Container Weight | Service Frequency | Disposal Fee | Service Component | Customer Rate | | | | | | |
| Temporary Uncompacted Container Hauling: | | | | | | | | \$/haul | | | | | | |
| 4 Cubic Yard Detachable Container | 2 | | 392.3 | 1.0 | \$38.24 | \$135.74 | \$173.98 | \$ | | \$173.98 | | | | |
| 6 Cubic Yard Detachable Container | 2 | | 588.5 | 1.0 | \$57.36 | \$135.74 | \$193.10 | \$ | | \$193.10 | | | | |
| 8 Cubic Yard Detachable Container | 6 | | 784.6 | 1.0 | \$76.48 | \$135.74 | \$212.22 | \$ | | \$212.22 | | | | |
| Non-compacted 10 - 40 Cubic Yard Drop-box | 3 | 3 | 25 | | | | \$245.88 | \$ | | \$245.88 | | | | |
| Temporary Uncompacted Container Rental & Delivery: | | | | | | | | Rent/day | | | | | | |
| | | | | | | | | Rent/month | | | | | | |
| | | | | | | | | Delivery | | | | | | |
| 4 Cubic Yard Detachable Container | 2 | | | | | | \$3.35 | \$102.42 | \$20.49 | \$20.49 | | | | |
| 6 Cubic Yard Detachable Container | 2 | | | | | | \$3.35 | \$102.42 | \$20.49 | \$20.49 | | | | |
| 8 Cubic Yard Detachable Container | 6 | | | | | | \$3.35 | \$102.42 | \$20.49 | \$20.49 | | | | |
| Non-compacted 10 - 40 Cubic Yard Drop-box | 6 | | | | | | \$5.37 | \$163.95 | \$20.49 | \$20.49 | | | | |
| Drop-box Solid Lid Charge, per Month | | | | | | | | | | \$1.00 | \$25.00 | \$0.00 | \$0.00 | |
| Temporary Event Carts | | | | | | | | \$/day | | | | | | |
| Deliver & Remove Set of 3 Carts (G, R, & C) | | | | | | | | | | \$20.00 | \$20.00 | \$20.00 | | |
| Service 3 Carts (G, R, & C) per day | | | | | | | | | | \$20.00 | \$20.00 | \$20.00 | | |
| Miscellaneous Fees | | | | | | | | Customer Rate | | | | | | |
| On-Call Bulky Waste Collection | | | | | | | | \$/request | | | | | | |
| Large Metal Recycling (eg Shelves, Yard Furniture) | | | | | | | | | | \$20.00 | \$20.00 | \$20.00 | | |
| White Goods, except Refrigerators | | | | | | | | | | \$25.00 | \$25.00 | \$25.00 | | |
| Miscellaneous Garbage, per Cubic Yard | | | | | | | | | | \$35.00 | \$35.00 | \$35.00 | | |
| Mattresses, Sofas & Chairs | | | | | | | | | | \$40.00 | \$40.00 | \$40.00 | | |
| Refrigerators & Freezers | | | | | | | | | | \$50.00 | \$50.00 | \$50.00 | | |
| Cart Fees per Month | | | | | | | | \$/month | | | | | | |
| Single-Family Roll-out 3 Services, per 25 Feet, Monthly | | | | | | | | | | \$15.00 | \$15.00 | \$15.00 | | |
| MF & Comm Roll-out if > 25 ft, per 25 ft, Monthly* | | | | | | | | | | \$6.00 | \$6.00 | \$6.00 | | |
| Drive-in Charge, Monthly* | | | | | | | | | | \$7.00 | \$7.00 | \$7.00 | | |
| Locking/Unlocking Garbage Cart or Enclosure, Monthly* | | | | | | | | | | \$6.00 | \$6.00 | \$6.00 | | |
| Cart Fees per Event | | | | | | | | \$/event | | | | | | |
| Return Trip, Per Pickup | | | | | | | | | | \$8.00 | \$8.00 | \$8.00 | | |
| Cart cleaning, per cart, per event | | | | | | | | | | \$15.00 | \$15.00 | \$15.00 | | |
| Redelivery of All Carts After Service Cancellation | | | | | | | | | | \$20.00 | \$20.00 | \$20.00 | | |
| Detachable Container Fees per Month | | | | | | | | \$/month | | | | | | |
| Locking/Unlocking Garbage Container/Enclosure, Monthly* | | | | | | | | | | \$10.00 | \$10.00 | \$10.00 | | |
| Container Roll-out Over 25 Feet, Per 25 Feet, Monthly* | | | | | | | | | | \$15.00 | \$15.00 | \$15.00 | | |
| Detachable Container Fees per Event | | | | | | | | \$/event | | | | | | |
| Return Trip, Per Pickup | | | | | | | | | | \$15.00 | \$15.00 | \$15.00 | | |
| Detachable Container Cleaning, per event | | | | | | | | | | \$30.00 | \$30.00 | \$30.00 | | |
| Drop-box Fees: | | | | | | | | \$/event | | | | | | |
| Return Trip, per Pickup | | | | | | | | | | \$30.00 | \$30.00 | \$30.00 | | |
| Stand-by Time, per Minute | | | | | | | | | | \$2.00 | \$2.00 | \$2.00 | | |
| Drop-box Turn Around Charge | | | | | | | | | | \$15.00 | \$15.00 | \$15.00 | | |
| Additional Mileage to Other Sites, per One Way Mile | | | | | | | | | | \$3.00 | \$3.00 | \$3.00 | | |
| Truck & Driver: | | | | | | | | \$/hour | | | | | | |
| Truck & Driver, all services, per hour | | | | | | | | | | \$205.00 | \$205.00 | \$205.00 | | |
| Additional Labor, per Person, per hour | | | | | | | | | | \$95.00 | \$95.00 | \$95.00 | | |
| *Monthly fees are for weekly service of single container | | | | | | | | B&O Tax: 1.75% | City Administrative Fee: 5.3% | Tipping Fee: \$185.00 | \$185.00 | \$185.00 | | |

Transportation and Public Works Committee
April 11, 2024

City of SeaTac Solid Waste Contract

William Appleton
Public Works Director

Mason Giem
Public Works Program Coordinator



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Obtain a Committee recommendation to forward for Council consideration, a Motion authorizing the City Manager to execute a contract with Recology King County to provide solid waste and recycling services in SeaTac beginning June 1, 2025 through May 31, 2035.

WHY IS THIS ISSUE IMPORTANT?

1. The current solid waste contract expires on 6-1-2025.
2. A new contract is needed to continue solid waste and recycling services for SeaTac.



Background

- A Request for Proposals (RFP) to provide solid waste and recycling services for SeaTac was developed and issued in 2023. The RFP and draft contract was informed by:
 - 2023 Residential Solid Waste Survey
 - City Council feedback
 - City Staff feedback
 - The SeaTac Comprehensive Plan
 - State and County Regulations
 - Port of Seattle
- Four service providers responded:
 - Waste Management, Republic Services, Cedar Grove Composting and Recology.
- Only Recology submitted a proposal.
 - Various reasons provided for not submitting proposals were given by other haulers.
- Staff entered contract negotiations with Recology and was able to achieve some notable service enhancements.



Highlights of the new contract

- Fully embedded food waste services for commercial and multi-family customers for up to two compost carts/week. (SeaTac Comprehensive Plan Policy 6.6E and Washington Organics Management Law)
- 1-2 yard food waste service available for commercial customers. (SeaTac Comprehensive Plan Policy 6.6E and Washington Organics Management Law)
- 1 free bulky item collection day per year for all single family residents, including 3 bulky items such as couches or large chairs. (2023 Solid Waste Survey)
- A 100% increase in the amount of street side litter cans. (City Council Feedback)
- Increased performance standards and fines for repeated complaints including missed services. (2023 Solid Waste Survey)
- Local customer store and call center available 7 days/week with 2-way texting and speed to answer standard reduced to under 20 seconds. (2023 Solid Waste Survey)



Highlights of the new contract

- Expanded customer engagement with dedicated staffing to identify and resolve customer concerns and outreach for successful business and multifamily recycling and composting. (SeaTac Comprehensive Plan Policy 6.6E)
- New solid waste trucks in 2026 with renewable natural gas. New electric battery powered support vehicles in 2025. (SeaTac Comprehensive Plan Policy 6.6C)
- Locks for Multi-family and commercial customers available for no extra charge. (SeaTac Comprehensive Plan Policy 6.6E)
- Continued convenient curb and drop-off options for hard to recycle items for all customers. (SeaTac Comprehensive Plan Policy 6.6E)
- Contractor commitment to domestic recycling processing and transparent reporting. (City Staff)
- Senior low income discount program expanded to include all low income qualifiers. (City Staff)



Financial Impact

- Overall rate increases of appx 18%, due to industry cost increases in labor, fuel, capital, disposal and recycling and compost processing. (2023 Solid Waste Survey)
- New customer rates are appx 22% lower than neighboring jurisdictions with similar services.

| Regional Residential 2024 Prices - New Contracts | | | | |
|--|--------|--------|---------|---------|
| | 32 gal | 64 gal | Recycle | Compost |
| SeaTac New | \$29 | \$39 | EOW | EOW |
| Tukwila | \$34 | \$45 | EOW | EOW |
| Des Moines | \$44 | \$59 | EOW | EOW |
| North Bend | \$53 | \$77 | EOW | EOW |
| Burien | \$49 | \$65 | Weekly | EOW |
| Mercer | \$37 | \$59 | EOW | Weekly |
| Issaquah | \$38 | \$64 | Weekly | Weekly |
| Kirkland | \$48 | \$87 | Weekly | Weekly |



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED:

A recommendation to forward for Council consideration a Motion authorizing the City Manager to execute the attached contract with Recology King County to provide solid waste and recycling services in SeaTac beginning June 1, 2025 through May 31, 2035.

STAFF RECOMMENDATION:

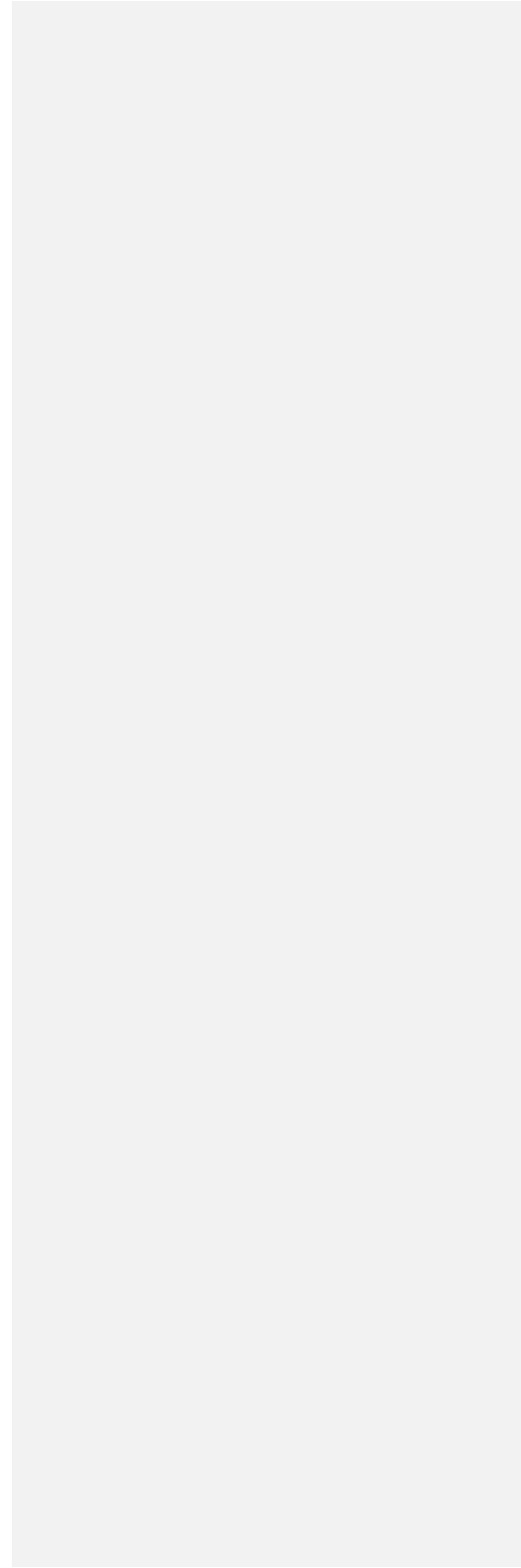
Staff recommend forwarding this topic to full Council for review with a recommendation for approval of the Motion.



**Garbage, Recycling, and Compostables
Service Contract**

Between the City of SeaTac
and Recology King County

June 1, 2025 – May 31, 2035



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EXHIBITS:

EXHIBIT A: Service Area

EXHIBIT B: Contractor Rates

EXHIBIT C: Recyclables List

EXHIBIT D: Rate Modification Example

This Garbage, Recycling, and Compostables service contract (hereafter "Contract") is entered into this _____ day of _____, 2024 (hereafter the "Date of Execution"), by and between the City of SeaTac, a municipal corporation (hereafter "SeaTac"), and _____, a Washington corporation (hereafter "Contractor"), and collectively the "Parties."

RECITALS

WHEREAS, SeaTac has conducted a competitive process to select a Contractor to provide garbage, recyclables, and compostables collection services ("Services") to all residents, businesses, and institutions located within the Service Area;

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that SeaTac conducted a thorough competitive process;

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

WHEREAS, having completed the competitive process, SeaTac has selected the best candidate to provide the Services outlined in the competitive process;

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;

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

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, and incorporating the Recitals noted above, SeaTac and Contractor do agree as follows:

AGREEMENT

1 DEFINITIONS

The following definitions apply to terms used in this Contract:

Administrative Fee: A SeaTac-defined fee included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to SeaTac as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed occasionally.

Bulky Waste: 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, tables, shelves, cabinets, 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, Unacceptable Waste, or stumps.

SeaTac: The City of SeaTac, in King County, Washington. Where the context makes it apparent, SeaTac may refer to staff, roads, public street rights-of-way, activities, and things belonging to or located within the City of SeaTac. In this Contract, "SeaTac" may refer to the City Manager or his/her/their designee.

Call Center Hours: When a live Customer Service support person shall be available to address Customer calls, e-mails, texts, or other communications. Call Center Hours shall be 7am-7pm on Monday through Friday, and 8am-5pm on Saturday and Sunday. Holidays, as defined by King County transfer stations, are excluded.

Can: A receptacle that is a Customer-provided 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. Owners shall keep all Cans rodent and insect-resistant and sanitary.

Cart: A Contractor-provided twenty (20), thirty-two (32)/or thirty-five (35), forty-five (45), sixty-four (64), or ninety-six (96) gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant.

Change of Control: Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

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

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers. Shredded uncontaminated paper shall be accepted as a Compostable material unless disallowed by the Contractor's composting processor.

Contractor: _____, which SeaTac has hired to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.

Container: Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.

Contract: This Contract is for Garbage, Recycling, and Compostables Services.

Contract Term: Term of this Contract as provided for in Section 2.

County/county: King County in Washington State.

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

Customer: All account-holders of the Contractor's services within SeaTac under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered.

Customer Service: The assistance, advice, and information provided by the Contractor to Customers and potential customers within SeaTac.

Date of Commencement of Service/Effective Date: June 1, 2025, the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

Date of Execution: The date the signatories execute this Contract.

Day/Days or day/days: Calendar days unless otherwise specified.

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

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

Drop-box Container: A watertight, all-metal loose material or compactor receptacle loaded onto a specialized collection vehicle with ten (10) cubic yards or more capacity.

Environmental Law: Any applicable federal, state, or local law, statute, regulation, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

Extra Unit: Excess material that does not fit in the Customer's primary Container. An Extra Unit equals thirty-two (32) gallon equivalent for Cart Customers and one half (1/2) yard for Detachable Containers.

Fixed Annual Charge: The charge related to Garbage disposal that is assessed on the Contractor by the County on an annual basis in accordance with King County Code 10.12.021(B), as amended, that is allocable to the City Service Area.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or

other paper or compostable food-service products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of Food Scraps handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, small dead animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that Customers place in appropriate Containers, bags, or other receptacles for the Contractor's collection and disposal. "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables. Needles or "sharps" used to administer or ingest medication can be included in the definition of "Garbage" if placed within a sealed, secure container as agreed by the Parties, consistent with the current County sharps policy.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, material, contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, state, or local 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:

- 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., as may be amended; 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;

Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and

- B. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

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

King County Disposal System: The areas owned, leased, or controlled by King County, Washington, for the Garbage disposal or such other site as the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between SeaTac and King County may authorize.

Multifamily: A multiple-unit Residence with four or more multiple attached or unattached dwellings and billed collectively for collection service; and includes shared Containers and individual Containers for each Residence.

Office Hours: When a Contractor's administrative and management staff shall be available to respond to SeaTac staff inquiries. Office Hours shall be 8:00 am through 5:00 pm, Monday through Friday of each week. As defined by the County's transfer station schedule, holidays are excluded.

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

Party/Parties: Either SeaTac or the Contractor.

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

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

Recyclables: As listed in Exhibit C, the materials that are designated as part of a Residential or Commercial Recycling collection program.

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

Residence(s)/Residential: A Single-family and/or Multifamily living space individually rented, leased, or owned.

Services: Garbage, Recycling, and Compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The initial service area boundaries shall be a portion of the corporate boundaries of SeaTac, which are currently shown in Exhibit A. In the event of a change to the corporate boundaries of SeaTac, the Service Area may be changed under Section 4.2.

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

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

State/state: The State of Washington.

Strike Contingency Plan: The Contractor will develop the plan pursuant to Section 4.17 of this Contract.

Tipping Fee: The per-ton disposal fee assessed on the Contractor by the County for Garbage delivered to County facilities.

Transition and Implementation Period: The entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Effective Date.

Transition and Implementation Plan: The Contractor will develop the plan pursuant to Section 4.19 of this Contract.

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

WUTC: Washington Utilities and Transportation Commission.

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

2 TERM

The term of this Contract is ten (10) years starting on the Effective Date. SeaTac may, at its sole option, extend the agreement for one extension, which shall not exceed two (2) years in duration. The extension shall be under the terms and conditions of this Contract, as the Parties may agree. To exercise its option to extend this Contract, SeaTac shall give notice to the Contractor no less than ninety (90) days before the expiration of the Contract term or the expiration of a previous extension.

3 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to SeaTac as follows:

- *Organization and Qualification.* Under state laws, the Contractor is duly incorporated, validly existing, and in good standing. It has all requisite corporate power and authority to enter and perform its obligations under this Contract.
- *Authority.* This Contract constitutes a valid, legally binding, and enforceable obligation of the Contractor. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost before the Effective Date any such licenses, permits, and other authorizations from federal, state, and other governmental authorities as are necessary for performing its obligations under this Contract.

- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain 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 examined all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area, it knows all Containers' present placement and location. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations and providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4 GENERAL COLLECTION REQUIREMENTS

4.1 Service Area

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

4.2 Annexation

If, during the term of the Contract, SeaTac adds additional territory through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon SeaTac's written notification, the Contractor agrees to make collections in such annexed areas under the provisions of this Contract at the unit price set forth in this Contract. SeaTac will indemnify, hold harmless, and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses, and damages, including reasonable costs and attorney fees arising out of the Contractor's service in such annexed territory under this Contract.

If additional territory is added to the Contract Service Area, SeaTac 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 14.1 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.

4.3 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. The Contractor shall use smaller limited-access service vehicles to service those Customers. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

If 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 shall document the condition for SeaTac and the Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes there is a probability of Private Road or Driveway damage due to the Contractor's vehicles for servicing or turning around, the Contractor shall inform both the respective Customer(s) and SeaTac, and utilize limited access collection vehicles. If the probability of damage is not resolved by using a limited access collection vehicle, the Contractor may require a road damage waiver agreement for the limited access collection vehicle in a SeaTac-approved form. If the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

4.4 Hours/Days of Collection

The Contractor shall make all Residential collections between 7:00 am and 7:00 pm each weekday unless SeaTac authorizes a temporary extension of hours or days. Saturday collection is allowed consistent with holiday schedules (Section 4.7) and inclement weather schedules (Section 4.8).

The Contractor may perform Commercial collections twenty-four (24) hours per day, Monday through Saturday, provided such services do not take place in areas adjacent to Residential dwellings and do not result in noise complaints to the Contractor or SeaTac from Residential Customers in the vicinity. If complaints are received, the Contractor shall reroute or mitigate the noise complaint(s). The Contractor shall explain to SeaTac its reroute or mitigation of the noise complaint(s).

Collection before or after times specified in this section shall be cause for performance fees as described in Section 14.1.

4.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall always be courteous, refrain from loud, inappropriate, or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. The Contractor's crews shall make collections in an orderly and quiet manner. They shall return all Containers, upright, with lids closed and attached, to their designated set-out location.

While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer and carry photo identification on their person. 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 flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with a property that does not concern them or their task.

At SeaTac's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, utilities, or SeaTac's 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 sole opinion of SeaTac, incompetent, disorderly, or otherwise unsatisfactory, SeaTac shall promptly document the incompetent,

disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct is corrected. The Contractor shall promptly investigate any written complaint from SeaTac regarding any unsatisfactory performance by any of its employees and take immediate corrective action. The Contractor shall remove the employee from Contract work within four (4) hours of notification. SeaTac reserves the right to request that the person be removed from all performance of additional work under this Contract.

Repetition of complaints on a route after notification under this section shall be cause for performance fees as described in Section 14.1.

4.6 Disabled Person Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member can place Containers at the Curb at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of SeaTac's disabled residents when determining whether a household member is unable to place Containers at the Curb. These criteria shall comply with all federal, state, and local regulations and shall be subject to SeaTac's review and approval before program implementation.

4.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as the County transfer stations. In addition, Martin Luther King Day will be an observed holiday if recognized as such in the Contractor's Collective Bargaining Agreement for its SeaTac collectors. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, including Saturdays. Due to a holiday, the Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website or social media accounts, and by press releases to general news media by the Contractor in the Service Area a week before the holiday affecting service.

4.8 Inclement Weather and Other Service Disruptions

When weather conditions or other service disruptions, outside labor disruptions, and Force Majeure are such that continued operation would endanger the Contractor's employees, area residents, or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify SeaTac by 7:00 am that same business day of its collection plans and outcomes for each day that inclement weather or other service distributions are experienced. If disruptions start after 7:00 am, the Contractor shall notify SeaTac within one (1) hour of a decision to change collection plans.

At SeaTac's request, during a service disruption due to inclement weather, the Contractor shall provide Drop-boxes, collection trucks, or other suitable Containers for Garbage and Recyclables at a mutually agreed-upon location. The number of trucks or Containers and servicing schedule shall be sufficient to handle the volume of delivered Garbage and Recyclables without overflow. The Contractor shall provide this service to SeaTac at no additional cost.

The Contractor shall collect Garbage, Recycling, and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to SeaTac, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following disruptions to finish collection routes.

If successive weather events or other service disruptions occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (e.g., Tuesday Customers), an additional collection will be made on the next possible day that same week (i.e., not waiting for the regularly scheduled collection day for the missed area). If multiple days are missed due to disruptions in multiple weeks, collections shall be made on the next regularly scheduled collection day. If successive disruptions impact entire neighborhoods, the Contractor shall provide temporary Single-family Residential Garbage and Recycling collection sites using Contractor-staffed Drop-box Containers or other suitable equipment from 9:00 am to 8:00 pm, with no additional charge assessed for such temporary service.

The inclement weather/disruption in service requirements in this Section 4.8 may be changed upon the Parties' mutual written agreement at any time during the term of this Contract to serve Customers better.

Customer program information shall include all holiday and weather/disruption policies. On each day of inclement weather or service delays, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by SeaTac, notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services, email, or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or opting out of communications.

The contractor shall update their website and any SeaTac-specific social media account(s) with disruption-related messaging and provide SeaTac with appropriate social media language as soon as possible, but at least by 8:00 am. If disruptions occur after 8:00 am, the Contractor shall update their website and any SeaTac-specific social media account(s) with disruption-related messaging and provide SeaTac with social media appropriate language social media accounts within one (1) hour of a decision to change collection plans.

When the closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to SeaTac, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following such disruptions to finish collection routes. Delayed or interrupted collections described in this section are not considered service failures for Section 14.

4.9 Suspending Collection from Problem Customers

SeaTac and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers,

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

The Contractor shall make every reasonable effort to provide service to problem Customers; however, the Contractor may discontinue service to a problem Customer after giving SeaTac prior written notice of its intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. SeaTac may also require discontinuing service to any Customer abusing the service or is determined to be ineligible. If the Customer submits a letter or email to SeaTac appealing the Contractor's decision, SeaTac may, at its discretion, intervene in the dispute. In this event, SeaTac's decision shall be final.

4.10 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.12, of the reason for rejecting Garbage, Recyclables, or Compostables shall be considered a missed collection and subject to performance fees, as established in Section 14.1, due to lack of proper Customer notification. The provisions in this paragraph may be revised and superseded by the annual promotion and education program (and contamination reduction plan) developed each year by the Contractor and SeaTac staff.

The Contractor's failure to collect Garbage, Recyclables, or Compostables that a Customer has set out properly on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 12:00 pm the following business day, the missed pick-up shall be collected that same day.

The Contractor shall maintain a collection reliability standard such that fewer than 0.75 services are missed per 1000 stops, due to contractor error. 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 SeaTac, and the information shall be included in monthly reports. See Reporting requirements set forth in Section 12.6.

If the Customer requests the Contractor to make a return trip due to no fault of the Contractor, which the Contractor can prove thorough documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such a case. Missed collections under this section shall be cause for performance fees as described in Section 14.1.

4.11 Same-Day Collection

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material.

4.12 Contamination Monitoring

The Contractor shall visually inspect Multi-family and Commercial customers Recyclables and Compostables Containers before or during servicing. If the contamination is reasonably apparent in plain view to the Contractor, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through a photograph(s) or video recording technology on collection vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling.

If a Customer receives a second tag and/or contamination notification within ninety (90) days, then the Contractor shall send the Customer personalized communication with photo documentation for both instances of contamination and an explanation of why materials cannot be accepted. If the Customer receives a third tag and/or contamination notification within ninety (90) days, then the Contractor shall call and/or visit the Customer to review previously provided information and assist in resolving the contamination. If the Customer continues to set out contaminated Containers, the Contractor may implement customer fees of \$10/yard of service and shall work with SeaTac to determine if the Customer's Recycling and/or Compostables service should be suspended. Customers with suspended service due to contamination may restore their service by participating in educational training provided by the Contractor. The Parties may also institute customer fines for repeated contamination problems.

The Contractor shall develop a detailed contamination reduction and outreach program, as described in Section 12.7, in consultation with SeaTac and shall implement the program on approval of the program by SeaTac. The program shall be reviewed and adjusted annually.

4.13 Routing, Notification, and Approval

The Contractor shall provide a map acceptable to SeaTac that indicates the collection route and collection schedule showing the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-family Residence.

The Contractor may change the collection day by giving notice at least thirty (30) days before the effective date of the proposed change and obtaining SeaTac's written approval. The Contractor shall obtain SeaTac's prior written approval of the notice to be given to the Customer, such approval shall not be unreasonably withheld. On SeaTac's approval, the Contractor shall provide affected Customers with at least fourteen (14) days' written, phone, and/or e-mail notice of pending collection day changes. Routing changes shall be implemented to ensure that no Customer shall receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) days between collection days during the shift to the new collection date).

The map shall be updated within thirty (30) days of changes in routing and provided to SeaTac.

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from non-Service Area customers. Mixing of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees as described in Section 14.1.

4.14 Spillage

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

Any leakage or spillage of materials upon the road surface or exposed appurtenances that occur during collection, reported by the Contractor, Customers, or SeaTac, shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, at Contractor's sole expense. Any associated spillage or leakage entering SeaTac's municipal storm system shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, upon notification to the Contractor at its sole expense. The Contractor shall document the leak, spillage, or fluid leakage, including taking pictures before and after clean-up or removal and shall provide this documentation to SeaTac. The Contractor shall also report all spills and leakage to the appropriate state and/or federal agency as required by law. Leakage or spillage not cleaned up or removed by the Contractor promptly shall be cause for performance fees, as described in Section 14.1, and may be subject to fines and penalties under the SeaTac Municipal Code.

The Contractor shall notify the designated SeaTac contact if a leak or spill occurs during collection and expressly acknowledges in writing a description of the incident. The Contractor is solely responsible for any federal, state, or local violations that may result from any leak or spill.

Any Contractor-supplied Container determined to be leaking shall be replaced by the Contractor within one (1) business day of notification. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 14.1.

4.15 Pilot Programs

During this Contract's term, SeaTac may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology. SeaTac shall notify the Contractor in writing at least ninety (90) days before it intends to implement a pilot program or utilize a new technology system on a partial or citywide basis or as negotiated between SeaTac and Contractor. If SeaTac deems the pilot a success and desires to incorporate the service or development represented in the pilot program in terms of this Contract, SeaTac and Contractor shall agree to negotiate in good faith and following Section 15.17 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for implementation. The costs incurred or savings accrued by SeaTac-initiated pilot programs shall be negotiated before implementation. Notwithstanding the foregoing or anything else in this Contract, SeaTac shall not implement any pilot program that conflicts with the Contractor's exclusive rights granted by this Contract.

Contractor-initiated pilot programs shall require prior written notification to and written approval by SeaTac. Contractor-initiated pilot programs shall be performed at no additional charge to SeaTac or the

Customers; however, costs incurred or savings accrued may be subject to negotiations before implementation at SeaTac's request. The results of any Contractor-initiated pilot program shall be reported to SeaTac in the monthly reports described in Section 12.6. The Contractor shall not be required to test or implement any pilot program, new technology, service, or development unless the terms and conditions (including any savings or additional compensation to the Contractor) have been mutually agreed in writing by the Parties.

4.16 Disruption Due to Construction

SeaTac reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as SeaTac may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection; however, the Contractor and SeaTac shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to SeaTac or its Customers.

4.17 Performance Under Labor Disruption

No later than ninety (90) days before the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide SeaTac in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response will take the form of a Contractor-prepared Strike Contingency Plan and 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 recover full operations within seven (7) days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes can 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. SeaTac shall review these locations, after which SeaTac shall approve or deny using specific locations in writing. 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.
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 seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep SeaTac informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employment contracts with Contractor employees. If labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform SeaTac within three (3) hours by phone and email of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor

shall report to SeaTac via email the areas (per a detailed map) and customer counts of served and unserved customers by a material stream and service sector.

The Contractor shall update its website and any SeaTac-specific social media account(s) with messaging of any service delays or service changes due to labor disruption and provide SeaTac with appropriate social media language as soon as possible, but at least by 8:00 am.

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

If a disruption lasts more than one full Single-family Residential collection cycle, the Contractor, with SeaTac's approval, shall provide staffed Drop-box Containers or packer trucks from 9:00 am to 6:00 pm for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

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

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

1. Cost reimbursement of one thousand dollars (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. Performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor Disruption from the first (1st) day to the seventh (7th) day of the Labor Disruption;
3. Performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from the eighth (8th) day to the fourteenth (14th) day of the Labor Disruption; and
4. Performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for every day beyond the fourteenth (14th) day of Labor Disruption.

The performance fees listed 2 through 4 above are intended to apply to any complete work stoppage where the Contractor does not provide an alternative but substantially equivalent service by non-striking employees. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process, provided that SeaTac 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 this section's Contractor-prepared Strike Contingency Plan shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to SeaTac for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to SeaTac within thirty (30) days of the Contractor's receipt of SeaTac's invoice.

Fees paid by the Contractor under the terms of this Section 4.17 are not regular performance fees for Section 14.1 and shall not be counted in the cumulative performance fee default threshold referenced in Section 14.2.

4.18 Safeguarding Public and Private Facilities

The Contractor shall protect all public and private improvements, facilities, and utilities, whether on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify SeaTac in writing of all damage immediately or as soon as practical, but not later than four (4) hours of its knowledge of such damage, and Contractor shall repair or replace the same or pay SeaTac for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying SeaTac in writing, call SeaTac to inform them of such a matter. If the Contractor fails to repair or replace the damage promptly, as determined by SeaTac, SeaTac shall cause repairs or replacement, and the Contractor shall pay the associated cost, including overhead and administrative costs, for the repairs or replacement. The Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of the Contractor, and the Contractor shall indemnify, defend, protect, and hold SeaTac harmless for any such damages or legal implications from said actions under Section 15.6 of this Contract.

4.19 Transition and Implementation of Contract

No later than ninety (90) days after the execution of this Contract, the Contractor shall submit to SeaTac a Transition and Implementation Plan that has been developed, with SeaTac's input and prior written approval. The Plan must include introduction of the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, 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 Plan shall cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Plan shall also specifically address how the Contractor intends to proceed in 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.

At SeaTac's request, the Contractor's operations and management staff shall be available for weekly meetings with SeaTac during the Transition and Implementation Period. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for SeaTac to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

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

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by SeaTac at the Contractor's cost, and subject to SeaTac's prior review and written approval and SeaTac's final approval as to the method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and be printed on a minimum of thirty percent (30%) post-consumer recycled paper. The Contractor shall provide translations of all promotional, educational, informational, and outreach materials in English, Spanish, and Amharic. Upon SeaTac's notification, the Contractor shall provide translations in additional languages that are identified by SeaTac as spoken by over five percent (5%) of SeaTac's population. SeaTac will be provided at least two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for SeaTac's prior review and written approval.

4.20 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced SeaTac routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of SeaTac awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third-party rights under this Contract.

Upon hiring a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole regarding the workers' pay and benefit accruals earned as of the date of displacement. The company must reimburse any displaced worker for any required COBRA payment to retain health care coverage during the time between displacement and when the worker would become eligible for such benefits under the collective bargaining agreement. To the extent that 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 the applicable bargaining agreement provision(s) provides for an increase.

5 PROCESSING AND DISPOSAL

5.1 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or Compostables) unless SeaTac gave express prior written permission. The Contractor shall use processing facilities that:

1. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials;
2. To the extent commercially reasonable, prioritize processing all materials in US, Canada, or Mexico and minimizing paper and plastic exports.

3. Comply with Basel Convention, and other related international agreements, including no exports of low-value plastics.
4. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered;
5. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
6. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.
7. Comply with relevant regulatory requirements, including, but not limited to, appropriate material handling and storage and authorized residual disposal.

Any non-contaminated Source-separated Recyclables or Compostables in clearly identified Containers, Carts, bags, or boxes that are collected and disposed of as Garbage shall be cause for performance fees as described in Section 14.1.

The Parties agree that the Contractor is being compensated for recycling or composting those incoming materials and that maximum cost-effective recovery is a primary objective of SeaTac's collection programs.

5.2 Disposal Restrictions

Unless otherwise directed by SeaTac, all Garbage collected under this Contract shall be delivered to the King County Disposal System in compliance with all County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the County does not accept Yard Debris mixed with Garbage for collection. The Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 14.1. The Contractor shall be liable and legally responsible for the Contractor's awareness, knowledge, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold SeaTac harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location 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.

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

The Contractor may process garbage collected by the Contractor to recover recyclable material, provided that the residual is appropriately disposed of within the King County Disposal System. The

processing of such Recyclable material shall only be undertaken with the County's and SeaTac's prior written approval and following the County's and SeaTac's Solid Waste Interlocal Agreement. The Contractor shall never charge Customers more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as SeaTac reasonably directs the Contractor to charge. In addition, the Contractor hauling fees in such instances shall be no higher than those provided for in Exhibit B.

6 FLEET AND CONTAINER REQUIREMENTS

6.1 Vehicle and Equipment Requirements

Prior to June 1, 2026, the Contractor shall use 2024 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services under this Contract. Collection vehicles shall be fueled with Renewable Natural Gas. Support vehicles, such as those driven by management, route supervisors, and Container delivery (if feasible), shall be fully electric.

Initial contract transition vehicles and any ongoing back-up collection vehicles used fewer than thirty (30) days a calendar year shall not be subject to the age requirement that applies to regularly used vehicles but shall be: (i) presentable, (ii) in safe working order, (iii) not leak fluids, and (iv) subject to all other conditions of this section. SeaTac can also request the Contractor deploy new rental collection vehicles, with 30 days' notice, if the transition collection vehicles are not maintained to the standards of this section. The accumulated annual use of individual backup vehicles shall be reported in the Contractor's monthly report.

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

Collection vehicles shall have a switchable placard that indicates the material stream that is currently being collected by that vehicle. 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 SeaTac. The lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 14.1.

Collection vehicles shall be maintained in good condition at all times, including but not limited to being clean and sanitary and thoroughly washed at least weekly. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all following current statutes, rules, and regulations.

Collection vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of SeaTac. 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 SeaTac. All collection vehicles shall have variable tone or proximity-activated reverse movement backup alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no solid waste (e.g., Garbage, Recyclables, or Compostables), liquid wastes (e.g., Garbage or Compostables leachate), or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection,

service, and supervisory vehicles the Contractor uses shall be equipped with a minimum ten (10) gallon capacity spill kit. Any collection, service, supervisor vehicles, or Containers not meeting these standards shall not be used within the Service Area until repairs are made.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle, which clearly indicate the vehicle inventory number. The Customer Service phone number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, locations, and phone numbers shall be subject to SeaTac's approval. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, Customer Service phone number, and website address unless otherwise previously approved in writing by SeaTac. Special promotional messages may be permitted upon SeaTac's prior written approval. SeaTac's approval shall be in writing and solely within SeaTac's discretion. In addition, any Contractor vehicle regularly used in SeaTac shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example, B-1, B-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All Contractor collection, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment to reach all collection areas. Collection vehicles shall also be equipped with backup and route-recording cameras integrated with their onboard route management system. All collection vehicles shall have global positioning systems (GPS) and an onboard computer and data tracking system to track route progress and log non-setouts, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time.

The Contractor shall provide to SeaTac, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in the performance of this Contract (including address and purpose of the facility). The Contractor will provide an updated inventory by June 2026 with all permanent contract vehicles and may change vehicles and facilities occasionally and shall include the revised inventory in the monthly report provided in Section 12.6.

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. SeaTac reserves the right to inspect any vehicles serving this contract for compliance with this and other section and reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

Failure to comply with this section shall be cause for performance fees as described in Section 14.1.

6.2 General Container Requirements

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

Single-family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial container of Garbage collection service, except for compacting Drop-box Containers, which may be Customer-owned or Customer-leased from other sources.

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 intended material for the Container. The Container must also be labeled with the size capacity and material preparation requirements. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name unless SeaTac provides written permission.

Plastic bags or Cans may be used for excess volumes of Garbage but not as a Customer's primary container. In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to or unrequested removal of Customer-owned Containers.

Failure to maintain clean, sanitary, and properly painted and labeled Containers shall be cause for performance fees as described in Section 14.1.

6.3 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide ten (10), twenty (20), thirty-two (32) or thirty-five (35), forty-five (45), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. SeaTac shall transfer ownership of existing in-place Carts to the Contractor, and the Contractor shall re-label all Carts no later than ninety (90) Days after the start of the Contract. All Carts shall be manufactured from at least fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, the Contractor shall replace the sticker within seven (7) days of being notified by the Customer or SeaTac. Failure to provide Carts as described in this section shall be subject to Performance Fees as described in Section 14.1.

The Contractor shall maintain all Contractor-provided Carts 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.

Collection crews shall note missing or damaged lids, damaged hinges, holes, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and forward written or electronic repair notices that same day

to the Contractor's service personnel. Repairs shall be made within seven (7) days at the Contractor's expense. Any Cart damaged or missing due to an accident, collection truck mechanical error, an act of nature or the elements, fire, theft, or vandalism by a third-party shall be replaced no later than three (3) business days after notice from the Customer or SeaTac. If a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, the Contractor will notify the Customer of the incident that same day via a door knocker tag, phone call, or email and provide a replacement Cart within one (1) business day of the loss. Replacement Carts may be used and reconditioned but shall be presentable and cleaned before delivery to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

If a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to SeaTac. SeaTac shall then attempt to resolve the problem. If the problem continues, the Contractor may charge the Customer a SeaTac-approved Container repair or replacement fee, provided SeaTac provides previous written approval.

6.4 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install one (1), one and a half (1.5), two (2), three (3), four (4), six (6), and eight (8) cubic yard Detachable Containers, and ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), and forty (40) cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) business days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance and 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 following Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers three (3) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Containers found to be out of compliance (e.g., leak, jagged edges, holes, missing wheels, missing or damaged lids, etc.) shall be replaced within one (1) business day of notification or be cause for performance fees as described in Section 14.1.

Drop-box Containers shall be all-metal and, if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

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

As between the Contractor and SeaTac, all Containers on Customers' premises are at the Contractor's risk and not SeaTac's. The Contractor shall repair or replace within one (1) business day any Container that was supplied by or taken over by the Contractor and was in use if SeaTac Code Enforcement Officer,

County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or significantly sloped hills, the Contractor shall make a good-faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately before and after collection. Any disputes arising between the Contractor and a Customer regarding what constitutes a “significantly sloped hill” or a “safety hazard” shall be submitted in writing to SeaTac, and SeaTac’s decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Containers shall not be placed by the Contractor on any Public Street. As between SeaTac and Contractor, a Container located on any Public Street at any time is at the Contractor’s risk, not SeaTac’s. Any Container located in Public Street shall immediately be removed upon SeaTac’s request.

The Contractor shall supply Customer Containers, except compactors. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on personal Containers upon request. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor’s collection equipment; however, Containers owned or secured by Customers must be properly labeled to be eligible for collection. The Contractor is not required to service incompatible Customer Containers.

If a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a SeaTac-approved Container repair or replacement fee to that Customer, provided SeaTac provides prior written approval.

6.5 Container Ownership

At the end of the Contract Term or if the Contract is terminated for any reason, all Containers at Customer locations used by the Contractor to provide Contract Services shall revert to SeaTac ownership at SeaTac’s option without further compensation to the Contractor. Temporary Containers, Compactor Drop-box Containers leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor’s yard and not actively in service at a Customer location are excluded from this provision.

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

SeaTac accepts 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 warranty of merchantability. As between SeaTac and the Contractor, SeaTac assumes all risks of loss or liability on account of SeaTac’s exercising of its rights under this Section 6.5 or any use made of any such Containers after they become the property of SeaTac or assignee of SeaTac.

6.6 Container Colors and Labeling

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

All distributed Containers shall be labeled with instructional information and contact information, including a Customer Service phone number and website address. SeaTac shall approve all labels before ordering by the Contractor. The label's location on Containers shall be subject to SeaTac's prior approval. Labels shall be replaced when faded or damaged upon SeaTac's or the Customer's request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor shall reproduce and reaffix labels on all Containers at its sole expense. SeaTac may, at its option, provide labels to the Contractor to be affixed on the initial and replacement inventory of Carts, and the Contractor shall place the labels on the specified location on each Cart. SeaTac shall reimburse the Contractor the Contractor's cost of applying SeaTac's labels.

All Detachable Containers and Drop-box Containers for Garbage or Recyclables collection shall have materials preparation instructions and phone/contact information, including a Customer Service phone number and a website address, printed on a sticker and subject to SeaTac's prior written approval. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker that indicates no charge for replacement or repair of leaky or broken Containers and provides a phone number to call. Information shall be printed to be easily read by the users on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by SeaTac before ordering by the Contractor. The location of the Container labels shall be subject to SeaTac's prior written approval.

The Contractor shall relabel containers used for collecting Recyclables from Multifamily and Commercial Customers if labels fade, are unreadable, contain incorrect information, or upon SeaTac's request for any individual Container.

6.7 Container Weights

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

Any loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

6.8 Container Removal Upon SeaTac or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) Days of the cancellation or upon three (3) business days of the specific Customer, property manager, property owner, or SeaTac's request. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g., Recyclables shall

be recycled, and Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not the Customer's cost.

6.9 Container Lockability

Upon request of a Commercial or Multifamily Customer, Containers (including Carts) shall be modified to be lockable and delivered to Customers with locks and keys within three (3) business days of initial request. Locks and keys for Containers or enclosure gates shall be provided to Customers upon request at no additional cost. However, the Contractor may charge for locking/unlocking as this Contract allows at rates set forth in Exhibit B.

7 SINGLE-FAMILY SERVICES

7.1 Single-Family Garbage Collection

7.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by subscribing Single-family Residence Customers in and (properly prepared and contained materials) adjacent to Garbage Carts, Cans, and bags.

7.1.2 Collection Containers

The Contractor shall provide Garbage collection Containers to Customers as part of the Customer-chosen service level at no additional charge. The following service levels shall be offered to Customers:

1. Ten (10) gallon Garbage Cart;
2. Twenty (20) gallon Garbage Cart;
3. Thirty-two (32) or thirty-five (35) gallon Garbage Cart;
4. Forty-five (45) gallon Garbage Cart;
5. Sixty-four (64) gallon Garbage Cart; and
6. Ninety-six (96) gallon Garbage Cart.

The Contractor shall deliver Garbage Containers to Single-family Residence Customers within three (3) business days of the Customer's initial request. Each Customer's initial Container must be a Contractor-provided Container, provided Garbage over the Customer's initial Container may be bundled or placed in a Customer-owned Can or plastic bag.

7.1.3 Specific Collection Requirements

The Contractor shall offer a weekly collection of Garbage at the Customer-chosen service level. The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) or thirty-five (35) gallon Cart.

Carry-out surcharge fees shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access unless otherwise provided for in this Contract. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three collection streams.

Garbage over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer, except excess Garbage collection otherwise authorized under this Contract at no additional charge. Extra charges may be assessed for materials loaded to lift the Container lid over six inches (6") from the normally closed position. Overweight Containers shall be left at the Curb and tagged with written notification as to why it was not collected.

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra 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 one (1) business day before that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Collections shall be made from Single-family Residences regularly on the same day and as close to a consistent time as possible.

The Contractor shall offer Single-family Residential Customers an annual On-call clean-up program that allows each Single-family Customer to place additional Garbage and/or Bulky Items at the Curb for collection. Additional Garbage will be collected on the Customer's next regular collection day and Bulky Items shall be collected on a date arranged for between the Contractor and Customer. This free program includes up to one (1) cubic yard of Garbage, provided that any individual item, bag, or box is no larger than three feet (3') by three feet (3') plus up to three (3) bulky items such as couches or large chairs.

The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year unless they pay for regular Extra Units or Bulky Waste collection service at rates provided in Exhibit B.

7.2 Single-family Recyclables Collection

7.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residences Customers as part of Garbage collection services at no additional charge. The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by SeaTac. Except for Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2').

SeaTac 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 Exhibit C list.

7.2.2 Containers

The Contractor shall provide Recycling collection Containers to Customers at no charge. The default Recycling Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard ninety-six (96) gallon Recycling Cart. A Customer may request and receive one additional Recycling Cart from the Contractor at no

additional charge. Additional Carts above the two provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The Contractor shall deliver Recycling Carts to new Single-family Residence Customers, Customers requesting replacements or additional Carts, or Customers that had previously rejected their Recycling Cart within three (3) business days of the Customer's initial request.

7.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur every other week on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences regularly 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.

The Contractor shall collect all Residential Recyclables from Single-family Residences placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to use their Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables other than those listed in Exhibit C. If large quantities of Residentially generated cardboard (e.g., moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

7.3 Single-family Compostables Collection

7.3.1 Subject Materials

Residential Compostables shall be collected from all participating Single-family Residences Customers as part of Garbage collection services at no additional charge.

7.3.2 Containers

The Contractor shall provide Compostables collection Containers to Customers at no charge. The default Compostables Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Compostables Carts on request to those Single-family Residence Customers requiring less capacity. The first Compostables Carts shall be provided as part of the service. The Contractor shall provide additional Compostables Cart service at the rate provided in Exhibit B. The additional Cart service includes the provision of the Cart, collection, and composting costs. Customers may also rent additional Compostables Carts without service (rental only) at the rate provided in Exhibit B, then pay the appropriate Extra Compostable rate provided in Exhibit B.

The Contractor shall deliver Compostables Carts to Customers within three (3) business days of the Customer's initial request. The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer or SeaTac's request. Additional cleaning shall be available to Customers at the charges listed in Exhibit B.

Compostable service Customers shall be provided a kitchen Food Scraps composting starter kit upon request, including a kitchen container, one roll of compostable bag liners, and instructional materials.

SeaTac shall approve the contents of the starter kit before distribution. Customers shall be limited to one starter kit per Customer.

7.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected every other week on the same day as Residential Garbage and Recyclables collection. Collections shall be made from Single-family Residence Customers regularly on the same day and as close to a consistent time as possible.

Food Scraps shall be contained in the initial Compostables Cart, and only Yard Debris shall be placed in bags, bundles, or Cans. Extra Yard Debris material that does not fit the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their Containers for excess Yard Debris shall be provided, upon Customer request, with durable labels by the Contractor that clearly identify the Container's contents as Yard Debris.

Upon direction from SeaTac, for two (2) collection cycles immediately following a SeaTac-designated storm event, up to ninety-six (96) additional gallons of Compostable storm debris shall be accepted with regular quantities of Compostables without additional charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. This service shall be limited to no more than three (3) events over the life of this Contract.

The Contractor shall collect unflocked, undecorated, natural Christmas trees from Residential Customers at no additional charge on their regularly scheduled collection day. Trees shall be no greater than four feet (4') in length.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided.

8 MULTIFAMILY AND COMMERCIAL SERVICES

8.1 Multifamily and Commercial Garbage collection

8.1.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

8.1.2 Containers

Multi-Family Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and two (2) through six (6) cubic yard compacted Detachable Containers. Containers shall be provided to Customers at no charge as part of service, except for compacting Containers or unless otherwise set forth in this Contract and directed by SeaTac. The Contractor shall collect customer-owned or Customer-leased Detachable Container compactors unless the Container is incompatible with the Contractor's equipment.

Materials over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at rates set forth in Exhibit B. Extra charges may be assessed for materials loaded to lift the Container lid in excess six inches (6") from the normally closed position. 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 front-load and rear-load Detachable Containers to service Multifamily and Commercial Customers; however, not all collection sites within the 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 the front-load collection is feasible.

The Contractor shall deliver containers to requesting Multifamily and Commercial Customers within three (3) business days of the Customer's initial request.

8.1.3 Specific Collection Requirements

Collections from both Multifamily and Commercial Customers shall be made regularly on the same day and as close to a consistent time as possible.

The Contractor may charge for locking/unlocking Containers and/or enclosures at rates listed in Exhibit B. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Garbage collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers a stand-by fee for each minute after five (5) minutes at a rate consistent with Exhibit B.

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

8.2 Multifamily and Commercial Recycling Collection

8.2.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers utilizing permanent Drop-box Collection services) shall be collected as part of the Garbage collection services without extra charge. The Contractor may decline to collect Recyclables if the Container in which the Customer places them contains Unacceptable Waste or other materials that do not conform to the Recyclables definition or do not meet specifications.

8.2.2 Containers

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

The Contractor shall encourage and promote participation in Recyclables services and recommend appropriate relative Container sizes through its site visit and evaluation process. The Contractor shall encourage using Detachable Containers instead of multiple Carts at Multifamily sites where more than one (1) cubic yard of Recycling capacity is provided unless constraints favor the use of Carts. The Contractor shall provide locked slotted lids for all Detachable Containers for Multifamily Recyclables.

The Contractor shall deliver containers used for collecting Recyclables to requesting Customers within three (3) business days of the Customer's initial request.

8.2.3 Specific Collection Requirements

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time.

The Contractor shall not be required to provide Recycling capacity greater than two hundred percent (200%) of each Customer's subscribed Garbage collection volume. A 3-to-1 ratio shall be used for calculating volumes for compaction-based Garbage services. Any additional recycling may be fee-based as negotiated between the Customer and the Contractor or other service providers.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Recycling collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

8.3 Multifamily and Commercial Compostables Collection

The Contractor shall provide Compostables collection services to requesting Multifamily and Commercial Customers. The Contractor shall provide embedded (no fee) Compostables Cart services, of up to two Carts collected weekly or one Cart collected twice per week per account to all requesting Multifamily or Commercial Customers. The Contractor shall charge the rates defined in Exhibit B for Compostable services provided beyond the embedded services described above. Commercial Customers may also obtain Compostables collection services from any service provider.

8.3.1 Subject Materials

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

The Contractor shall provide a collection of unflocked, undecorated, natural Christmas trees from Multifamily Customers at no additional charge. Trees must be no greater than four feet (4') long. Customers may place trees for collection each calendar year within the first two weeks of the Compostables collection.

8.3.2 Containers

Containers shall be provided to participating Customers as part of the service with no additional Container rent or delivery charges. The Contractor shall offer thirty-two (32) or thirty-five (35) gallon,

sixty-four (64) gallon, and ninety-six (96) gallon Compostable Carts, plus one (1) and two (2) cubic yard Detachable Containers.

The Contractor shall provide compostable cart liners for all Multifamily Carts at no charge and for requesting commercial customers for the fee listed in Exhibit B. The liners shall be approved by the Contractor's composting facility.

The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer request. Additional cleaning shall be available to Customers upon request at the charges listed in Exhibit B. Compostables Carts shall be delivered by the Contractor to Multifamily and Commercial Customers within three (3) business days of a Customer's initial request.

8.3.3 Specific Collection Requirements

Multifamily and Commercial Customer Compostables collection shall occur weekly or twice weekly, as subscribed for and requested by the Customer. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time, as possible.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access.

9 OTHER COLLECTION SERVICES

9.1 Drop-Box Container Garbage Collection

9.1.1 Subject Materials

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

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for Recycling services per Section 8.2. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor will charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

9.1.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 6.4. The Contractor shall service customer-owned or Customer-leased Drop-Box Container compactors unless the Container is incompatible with the Contractor's equipment.

9.1.3 Specific Collection Requirements

The Contractor shall collect full Drop-box Containers on the same business day if the call center receives the request by 10 am and no later than the next business day if the request is received after 10:00 am. However, the Contractor shall collect full Drop-box Containers at the Port of Seattle within two hours of

any service request received from 7 am to 7 pm and with 4-hours of a request from 7pm to 7am. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer when collecting the full Drop-box Container. 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 one (1) business day of their initial request.

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

9.2 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 three (3) business days after the Customer's initial request. The temporary Detachable Container service charges listed in Exhibit B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include Recycling or Compostables collection and shall not exceed ninety (90) days unless the Customer has their Container hauled less than once per calendar month, in which case they will continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) days shall subscribe to regular combined Garbage and Recycling.

9.3 Special Event Services

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

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

The Contractor shall provide special event services at no charge for the SeaTac sponsored Fourth of July event.

9.4 On-call Bulky Waste Collection

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

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

Customers must place Bulky Waste at the regular Garbage collection location no more than twenty-four (24) hours before collection. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal appliances unless another arrangement is approved in writing by SeaTac and to make a reasonable effort to recycle all other materials collected.

On-call Bulky Waste collection must occur during the hours and days specified in Section 4.4, except that Saturday collection is permissible if it is more convenient for Customers. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was disposed of or recycled. This log shall be provided to SeaTac monthly under Section 12.6.

9.5 Excluded Services

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

10 CITY SERVICES

10.1 Municipal Services

The Contractor shall provide the services in this section at no additional charge to Customers or SeaTac. The total value of municipal services provided in this section shall be increased or decreased by a proportional amount reflecting increases or decreases in annual revenues received by the Contractor. If the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, SeaTac will either pay for the additional value of services, limit the provision of services to additional facilities, or adjust the Contractor's rates to reflect the excess cost to Contractor in providing such services.

The Contractor shall provide Garbage, Recyclables, and (as appropriate) Compostables collection to all SeaTac municipal facilities and parks as a part of this Contract and at no additional charge. These facilities include the following:

| FACILITY | ADDRESS |
|------------------------------------|----------------------------------|
| North SeaTac Park Community Center | 13735 24 th Ave S. |
| Angle Lake Park | 19408 S. International Blvd |
| SeaTac City Hall | 4800 S 188 th Street |
| SeaTac Maintenance Facility | 2000 S. 136 th Street |
| SeaTac Fire Department: Station 45 | 2929 S. 200 th Street |
| SeaTac Fire Department: Station 46 | 3521 S. 170 th Street |
| SeaTac Fire Department: Station 47 | 3215 S. 152 nd Street |

| | |
|------------------|-----------------------------------|
| SeaTac BMX Track | 1855 S 136th St, SeaTac, WA 98168 |
|------------------|-----------------------------------|

At any time during the term of this Contract, SeaTac may add facilities that are owned by SeaTac. Upon reasonable notice to the Contractor, additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within SeaTac Service Area and municipal facilities in future annexation areas covered by this Contract.

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

If SeaTac is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates, and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to SeaTac at no charge.

10.2 Street Litter, Recycling, and Compostables Services

Upon request, the Contractor shall procure, install, maintain, and service up to 40 on-street litter (Garbage) Containers with liners within the SeaTac Service Area at no charge.

On-street Containers shall be collected on the schedule set by SeaTac for each Container. Collection frequency for each Container may be variable between three times per week and every other week, at SeaTac’s option. Containers may be collected on either Commercial or Residential routes, provided that the Contractor times collection to minimize disruptions to traffic flow and does not service the litter containers during peak traffic times.

If SeaTac requests immediate collection of an overflowing Container, the Contractor shall collect that Container on the same day of notification, provided that notification is provided before 5:00 pm.

10.3 City Drop-off Collection Events

The Contractor shall host with SeaTac two special drop-off collection events for SeaTac residents annually. At each event, the Contractor shall provide Drop-boxes and/ or Detachable Containers for scrap metal, cardboard, porcelain, and one 6-yard container for garbage at no additional charge.

10.4 Code Enforcement Clean-up Events

The Contractor shall deliver, haul, and dispose of up to ten (10) Drop-box Containers without charge to SeaTac for clean-up events. SeaTac may specify any sized Container consistent with the Contractor's Drop-box Container inventory. The Contractor shall recycle or compost all Source-separated materials.

Commented [AL1]: Per the meeting between Recology & City on 3/7, the contractor is to provide containers for 10 code enforcement clean ups throughout the term of the contract (rather than per year).

10.5 Other City Services

The Contractor may occasionally provide other regularly scheduled or one-time services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall notify the City and propose a Customer rate for the service. Upon prior approval of the City, the Contractor may proceed to offer that service.

11 CUSTOMER SERVICES

11.1 Customer Service Functions

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

1. Answering Customer phone calls, texts and electronic requests;
2. Requesting (at start of service) Customer's preference for notification of service changes via out-dialer calls, texts, or e-mails;
3. Informing Customers of current, new, and optional services and charges;
4. Handling Customer subscriptions and cancellations;
5. Receiving and resolving Customer complaints;
6. Dispatching Drop-box Containers, temporary Containers, and special collections;
7. Billing;
8. Maintaining and updating regularly as necessary a user-friendly internet website; and
9. Maintaining and updating regularly as necessary a user-friendly mobile app.

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

11.2 Customer Service Location and Staffing

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site. Call center operations may be remotely provided but shall be based within the United States of America. The Contractor's call center shall be open and available with Customer Service representatives during Call Center Hours. Customer calls shall be taken during Call Center Hours by a person, not by voicemail. Outside of Call Center Hours, the Contractor shall have an answering or voicemail service available to record messages from all incoming phone calls.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by SeaTac. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for SeaTac's use during all hours, including normal Office Hours. Inability to reach the Contractor's staff using the emergency phone numbers shall be cause for performance fees under Section 14.1.

During Call Center Hours, the Contractor shall maintain sufficient call center staff to answer and promptly handle customer complaints and service requests. If incoming phone calls are necessary, the Contractor shall increase staffing levels to meet Customer Service demands. The Contractor shall provide and publicize a phone number capable of handling service-related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests promptly made by methods other than phone, including letters, text messages, or electronic messages. If staffing is deemed insufficient by SeaTac to handle Customer complaints and service requests promptly, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall maintain in-person customer service and bill pay support at a nearby Recology ReStore available during regular hour for any SeaTac customers.

The Contractor shall provide additional staffing during the Transition and Implementation Period, especially from six (6) weeks before the Date of Commencement of Service, through the end of the fourth (4th) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Staffing levels shall be subject to SeaTac's prior review and approval during the Transition and Implementation Period. The Contractor shall receive no additional compensation for increased staffing levels during the Transition and Implementation Period.

11.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date, and manner of resolution of the complaint or service request in a computerized daily log. Any calls received through the Contractor's non-Call Center Hours voicemail or answering service shall be recorded in the log no later than the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic 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 SeaTac, or its designated representatives, during the Contractor's Office hours and shall be in a format approved by SeaTac. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or another SeaTac-approved format) of software to SeaTac with the monthly report.

11.4 Handling of Customer Calls and Texts

All incoming phone calls or email shall be answered promptly and courteously, with an average answer speed of less than twenty (20) seconds. No phone calls shall be placed on hold for more than two (2) minutes per occurrence monthly, and no more than ten percent (10%) of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages applicable to services provided under this Contract and not mislead customers.

The Contractor shall either adapt its existing call center telephone system or provide a separate number for Customer who prefer to use texting or email for service questions or requests.

A Customer shall be able to talk directly with a Customer Service representative when calling the Contractor's Customer Service phone number during Call Center Hours without navigating an automated phone answering system that takes longer than sixty (60) seconds to navigate. Customer Service representatives shall provide accurate and applicable information and shall not provide confusing, inaccurate, or misleading information. An automated voicemail or phone answering system may be used outside Call Center Hours.

11.5 Customer Service Monitoring and Corrective Measures

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine overall Customer satisfaction with the Contractor's services. Monitoring and evaluation methods may include random Customer surveys, periodical monitoring of customer service, call monitoring by supervisors, call management reports, and other methods. The Contractor shall monitor its program and ensure that high levels of customer service are demonstrated throughout the contract period. A record of all monitoring and evaluation programs shall be maintained and forwarded to the City upon request.

Upon the receipt of Customer complaints regarding busy signals or excessive delays in answering the phone, SeaTac may request the Contractor submit a plan to SeaTac for correcting the problem. SeaTac must approve the plan. During the Transition and Implementation Period, the contractor shall have seven (7) days to implement corrective measures. After the Transition and Implementation Period, the Contractor shall have thirty (30) days to implement the corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees according to Section 14.1 assessed against the Contractor.

11.6 Contractor Website

The Contractor shall maintain a mobile-friendly website containing information specific to SeaTac's collection programs, including the following information at a minimum:

1. Contact information, noting available hours for each contact method;
2. Collection schedules;
3. Current day of collection map;
4. Material preparation requirements;
5. Available services and options;
6. Rates and fees for all sectors and services;
7. Holiday schedules and resulting delays in collections;
8. Inclement weather service changes;
9. Current education and outreach materials;
10. Translation options are available; and
11. Other relevant service information for its Customers.

The Contractor's website shall provide the following functions for Customers:

1. Obtain day-of-service information;

2. Report issues and receive a tracking number or other method to monitor progress on their issue;
3. Connect and speak to a Customer Service agent;
4. Chat/instant message with a Customer Service agent rather than talk if desired;
5. Review and pay bills;
6. Manage services; and
7. Switch service levels or order additional services;

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The Contractor shall provide a knowledgeable and proficient communications manager among its local staff responsive to SeaTac's request(s) for changes to the Contractor's website. The website design shall be usability tested and then submitted to SeaTac for approval a minimum of three (3) months before the Date of Commencement of Service of this Contract, and then changes shall be subject to SeaTac's prior approval throughout the term of this Contract. Changes requested by SeaTac consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by SeaTac of a textual nature that is 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 implemented as soon as possible but not more than three (3) hours from of the time of the request. Changes requested by SeaTac that include a graphical component must be implemented within five (5) Days of the time of the request.

The Contractor shall provide timely updates to the website and links to SeaTac's website, regularly checking that all links are current. The website shall include the information requested by SeaTac translated into the top three (3) languages spoken in SeaTac (English, Spanish, and Ahmaric), as well as, upon SeaTac's request and identification of applicable languages, all languages spoken by over five percent (5%) of SeaTac's population. Upon SeaTac's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. To the extent permitted by applicable law, any Customer data collected while performing functions of this Contract shall be provided to SeaTac upon request but shall not be sold or otherwise provided to any other party.

Failure to include accurate information and/or required information on the Contractor's website shall be cause for performance fees as described in Section 14.1.

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

The Contractor's Customer Service representatives shall fully know all collection services available to Customers, including those available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector from where the Customer is calling. For existing Customers, the representatives shall explain new services and options and resolve recycling issues, collection concerns, missed pickups, Container deliveries, disposal, and recycling options for items not accepted by the Contractor and other Customer concerns. Customer Service

representatives shall be trained to inform Customers of Garbage, Recyclables, and Compostables preparation specifications. The Contractor will forward SeaTac-related policy questions to SeaTac.

The Contractor shall provide SeaTac with internal Customer Service representative training and support information specific to SeaTac to allow SeaTac to review and check information provided to Customer Service representatives and, in turn, provided to Customers. 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. Any revisions to these materials shall be approved in writing (email is acceptable) by SeaTac before being used by Customer Service representatives.

11.8 Customer Communications

All Customer communications (other than emergency announcements and routine service and billing interactions with individual Customers) shall be reviewed and approved by SeaTac before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, social media, website, mailed materials, printed materials, translated materials, and other avenues of planned communications.

SeaTac and Contractor recognize that Customer preferred languages and communication preferences 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 phone-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. SeaTac 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.

11.9 Customer Billing Responsibilities

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

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows the Customer to set up autopay and receive an email or text notification of the amount and draw date of the payment without requiring the Customer to navigate to the Contractor's website to obtain that information.

The Contractor shall be responsible for the following:

1. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;

2. Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
3. 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;
4. Generating bills that clearly state the date at which late fees will be assessed for non-payment;
5. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by SeaTac;
6. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or wire transfer. No transaction fees may be levied on any Customer payments;
7. Accepting, processing, and posting payment data each business day;
8. Accepting bill inserts from SeaTac for specific Customer sectors;
9. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for not less than six (6) years from the end of the fiscal year following current Washington State record retention laws and with SeaTac's record retention policy, whichever is greater. Data shall be kept in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history;
10. Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
11. Collecting unpaid charges from Customers for collection services; and
12. Implementing rate changes as specified in Section 13.3.

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 SeaTac with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site, or electronic media upon request. SeaTac shall have unlimited rights to use such account servicing database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or provide information to successor contractors.

The Contractor shall provide SeaTac with a paper and/or electronic copy of requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status no later than seven (7) days after a written request.

11.10 Service Stops

Single-family Residential Customers shall have the option of stopping collection services if their Residence will be vacant for more than four (4) consecutive weeks. The Customer shall not be charged for regular services during the service stop period; however, the Contractor may charge a standby fee as provided in Exhibit B for service stops exceeding ninety (90) Days.

12 COORDINATION WITH CITY

12.1 City Customer Service

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

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

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed and shall return messages (phone, mobile messaging, or email) within four (4) hours of SeaTac's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

Should the Contractor fail to meet SeaTac's expectations for Customer Service as described herein, the Contractor shall be assessed performance fees under Section 14.1.

12.2 Planning and Building Design Review

Upon request and without additional charge, the Contractor shall make available site planning assistance to either SeaTac and Customers or potential Customers and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

12.3 Performance Review

Upon reasonable notice to the Contractor, SeaTac may review the Contractor's performance under this Contract. If conducted, the performance review shall include but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including collection reliability standards under Section 4.10, container delivery and maintenance standards under Sections 6.3 & 6.4, Customer Service standards under Section 11.3, and performance compliance under Section 14.1. The Contractor agrees to fully cooperate with the performance review and work with SeaTac staff and consultants to ensure a timely and complete review process.

SeaTac shall present the performance review results to the Contractor within thirty (30) days of completion. Should SeaTac determine that the Contractor fails to meet the Contract performance requirements and standards, SeaTac shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from receipt of notice to correct deficiencies to SeaTac's

satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, SeaTac may allow the Contractor additional time to comply, accept other remedies for the service failure, or proceed with the contract default process under Section 14.2 of this Contract, at SeaTac's sole option.

The costs of the development and implementation of any action plan required under this Section 12.3 or Section 14.1 to address failures on the part of the Contractor to perform under the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or SeaTac, or included in rates or fees charged Customers.

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

12.4 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with SeaTac in person or via phone/video conference, at SeaTac's option, weekly during the Transition and Implementation Period 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, including, but not limited to, performance relative to collection reliability standards under Section 4.10, container delivery and maintenance standards under Sections 6.3 & 6.4, Customer Service standards under Section 11.3, and performance compliance under Section 14.1. The Contractor shall report on these standards and performance, along with Performance Improvement Plans for any service standards not met during the prior month, with the monthly report in Section 12.6

SeaTac may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with SeaTac by coordinating the Contractor's operations with SeaTac's periodic monitoring to minimize inconvenience to Customers, SeaTac, 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. SeaTac's review of Contractor activities and records shall occur during normal Office Hours and be supervised by the Contractor's staff.

12.5 Emergency Response

The Contractor shall assist SeaTac in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon SeaTac's direction and paid at the Contract rates in Exhibit 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 12.6. The Contractor shall maintain such records and

documentation consistent with SeaTac's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA) and, at SeaTac's request, shall assist SeaTac in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

12.6 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to SeaTac. The Contractor report formats may be modified occasionally at SeaTac's request at no additional charge to SeaTac. In addition, the Contractor shall allow SeaTac access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage, Recyclables, and/or Compostables facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the Contract terms are met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel. Links to websites or company database functions do not fulfill the requirements of this section.

Information received by SeaTac shall be subject to existing laws and regulations regarding disclosure, including the Public Records Act, RCW Chapter 42.56, and shall be subject to the provisions of Section 15.7 below.

Misrepresentation by the Contractor in records or reporting or failure to provide the required reports on time shall be cause for performance fees as described in Section 14.1.

12.6.1 Monthly Reports

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21st) Day of the following month. Reports shall be submitted in an electronic format approved by SeaTac and certified as accurate by the Contractor. At a minimum, reports shall include a report for each of the following topics that are clearly labeled and identified by topic:

1. A log of all Customer missed services and other complaints, including Customer name, property name, address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level/Container size and service frequency.
3. Summary of missed collections, by sector, relative to Contractor reliability standard for missing fewer than 0.75 collection stops per 1,000 services.
4. The Contractor's Customer Service phone system reports total call volume, total calls answered, call hold time, and average answer speed.
5. Performance Improvement Plan to confirm Contractor actions and timelines to rectify any performance failures or service standards not met.
6. The website utilization report shows the total number of Customers managing their services online, the number of messages received on the website, site usage data, and other data or information as SeaTac may require for internal reporting purposes.
7. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. Drop-box tonnage shall be separated and shall include the total number of hauls. The summary shall include program participation

statistics, including a summary of Multifamily and Commercial participation in Recyclables and Compostable Services and set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g., appliances, etc.), reporting item counts are sufficient. The summary shall include the facilities' names for all materials and tonnage delivered to each facility.

8. Total billed revenue, aggregate Fixed Annual Charge component collected with Administrative Fee and excise tax on Administrative fee removed, and the Fixed Annual Charge payments made to the County;
9. A description of any vehicle accidents, infractions, and reported leaks.
10. A description of any changes to collection routes, Containers, vehicles (including the identification of backup vehicles not meeting contract standards with the truck number and date of use), Customer Service, or other related activities affecting the provision of services.
11. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
12. Description of any promotion, education, and outreach efforts, including samples of materials, results of site visits and container audits, and summary of any customer feedback or response.
13. Detailed report on multi-family and commercial contamination monitoring and container or site audits, with audit results and follow-up, listing of tagged Recyclables or Compostables Containers, and description of follow-up Contractor activity with tagged customers.
14. A description of Contractor activities and tonnages for SeaTac's services and events.

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

12.6.2 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 summary of Recyclables and Compostables processed by commodity produced, including contamination levels and processing residues disposed of as Garbage, end products and destinations for the commodities, the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for commodity values may be reported based on published market indices or local market prices for commodities sold.
3. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation and the volume of Recyclables and Compostables collection programs.
4. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
5. A discussion of promotion, education, outreach efforts, and accomplishments for each sector.

6. An inventory of current collection vehicles and other major equipment, including model, year, make, VIN or serial number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
7. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
8. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 11.3. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
9. Documentation of certified Renewable Natural Gas purchased for servicing SeaTac.
10. A sustainability report including sustainability initiatives for relevant local collection and processing operations and regional policy support.

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

12.6.3 Ad Hoc Reports

SeaTac may request and receive from the Contractor up to six (6) ad hoc reports each year at no additional charge to SeaTac. These reports may include Customer Service database tabulations to identify specific service levels, participation patterns, or similar information. Reports shall be provided in a SeaTac-defined format and compatible with Microsoft software (or other SeaTac-approved software) within thirty (30) days of the request. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

12.6.4 Other Reports

If SeaTac requests, the Contractor shall provide daily route information for all service sectors and collection streams to evaluate potential collection system changes during the Contract Term.

12.7 Customer Outreach and Assistance

The Contractor, at its own cost and SeaTac's direction, 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, distributing SeaTac-developed promotional and educational pieces at SeaTac's direction, and implementing ongoing recycling promotions, education, and outreach programs at the direction of SeaTac, at no cost to SeaTac. Broad-based customer outreach will not exceed one promotional effort per quarter with each customer segment.

The Contractor shall deliver an annual comprehensive service guide to all Single-family Residential, Multifamily, and Commercial Customers each year. The default distribution shall be a paper copy delivered to the Customer, with a Customer option to receive the service guide electronically instead of a paper copy. The service guide shall include, at a minimum, the following information:

1. Proper preparation and disposal of Garbage, Recyclables, and Compostables, including the requirement that lids open more than six inches will be charged for extras;
2. Rates information, including availability of utility tax relief to low-income households;
3. On-call clean-up program, on-request kitchen Food Scraps starter kit, and other no-cost services from this Contract;
4. Disposal options for difficult-to-recycle items and Hazardous Wastes;

5. Collection guidelines;
6. Contractor service promise and commitments;
7. Contact options for routine service and billing request;
8. Additional contact options for elevated, recurring or unresolved service gaps;
9. Translation resources;
10. Assistance available from the Contractor; and
11. Any other pertinent information as directed by SeaTac.

New Customers shall receive a welcome packet of materials from the comprehensive service guide for their sector. Customers may choose an electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days. The Contractor will purchase and provide up to 1,000 kitchen Food Scrap starter kits (with 3-gallon buckets) to requesting single-family or multifamily residences and up to 100 kitchen kits (with 33-gallon in-house cans) to requesting businesses.

The Contractor shall designate one full-time Waste Zero Specialist working full time to support service diversion outreach in SeaTac. Each September, beginning in 2024, the Parties shall jointly plan the Contractor's specific programs for customer education, site assistance and contamination reduction for the following year, including adjustments in materials and/or targeted audiences.

Recycling contamination follow-up shall include, at a minimum, recycling container monitoring onsite and/or at the recycling facility and steps to eliminate repeat contamination, including site education and potential customer fines, as agreed by the Parties. The Contractor shall provide in person outreach and assistance to all new sign-ups for Multifamily and Commercial Compostables Collection. The Contractor shall provide waste audits, contamination monitoring, and ongoing targeted outreach to all high-volume producers.

The Contractor shall provide and promote an online survey to all residential and commercial customers annually requesting input on services, including, but not limited to satisfaction with collection services and customer contact, desired changes or improvements, diversion behaviors and demographics. The first survey will be completed by December 2024 to inform 2025 customer outreach.

The Contractor shall contact the manager or owner of all Multifamily sites within the Service Area by phone annually or electronic communication to encourage Recycling and Composting participation, address concerns, space or contamination problems, and inform the manager or owner of all available Recycling and Composting services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with SeaTac staff and/or consultants hired to conduct outreach and education and provide technical assistance. The Contractor shall provide copies of educational materials, including translated versions, and up to 1,000 reusable tote bags per year for residents upon request of SeaTac or the Multifamily manager or owner.

Promotion and education materials may include inserts in Garbage bills, newsletters, e-newsletters, email blasts, social media posts, website content, cart hangers/tags, door hangers, postcards, interior posters, exterior signs, and other avenues directed by SeaTac. SeaTac may elect to assist the Contractor with developing promotional material layout and text as staff time allows; however, the Contractor shall be responsible for all design and development work, subject to SeaTac's approval.

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual

recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

Public Education will play an important role in this process. The Contractor and the City shall work together to conduct workshops, visit with Customers, and develop and implement a high-quality public education campaign. The outcomes and results of these efforts will be tracked and reported to the City by the Contractor.

The Contractor shall provide translations of the proper preparation and disposal of Garbage, Recyclables, Compostables, and other educational outreach materials in the top three (3) languages spoken in SeaTac and, upon notification and request by SeaTac to the Contractor, any additional languages identified by SeaTac as spoken by over five percent (5%) of SeaTac's population.

Promotion, education, and outreach materials shall be clear, accurate, reflective of the Contract and industry, contain professional visual graphics, be free of misleading information or typographical errors, and include translation information. All promotion and education materials provided to Customers by the Contractor shall be approved in advance by SeaTac. The Contractor shall provide SeaTac with a minimum of a one (1) week advance review period for SeaTac-specific social media posts, email blasts, and electronic promotion, and a minimum of a two (2) week advance review period for all printed materials. All edits and design changes shall be completed at Contractor's expense.

All materials shall be printed on a minimum of one hundred percent (100%) post-consumer recycled paper and have sufficient copies to fulfill requests from Customers and SeaTac. Electronic copies of materials shall be provided to SeaTac and posted on the Contractor's website with a file size not exceeding 2 MB.

SeaTac customers shall have access to a nearby Recology ReStore, during regular business hours, to drop off hard to recycle items, such as textiles, light bulbs, electronics, batteries, foam blocks; to receive additional service information, and to buy bills or receive in person customer service.

The Contractor shall attend up to six community events annually in the Service Area to provide an educational booth for event attendees. Events shall be selected in coordination with SeaTac and may include SeaTac-sponsored events/festivals, farmers' markets, block parties, or equivalent gatherings.

12.8 Transition to the Next Contractor

The Contractor shall work with SeaTac and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from SeaTac's previous contractor to SeaTac's new Contractor.

If SeaTac does not elect to retain the Contractor's Containers under Section 6.5, 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 SeaTac. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously to minimize Customer inconvenience.

Upon written request of SeaTac at any time during the term of this Contract, the Contractor shall provide either SeaTac or a successive contractor a detailed customer list, including customer name,

contact information, service address, billing address, and collection and Container rental service levels to SeaTac in Microsoft Excel format (or another SeaTac-approved format) within seven (7) days of SeaTac's request.

The Contractor's failure to fully comply with this section shall result in the forfeiture of the Contractor's performance bond at SeaTac's discretion.

13 COMPENSATION

13.1 Compensation to the Contractor

13.1.1 Rates

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

SeaTac is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract. Under no circumstance shall SeaTac be responsible for money that the Contractor cannot collect.

The Contractor shall provide a low-income discount of 50% of the total Single-family customer rates listed in Exhibit B. SeaTac will provide the Contractor with a list of eligible SeaTac households based on review and approval by SeaTac, consistent with the utility discount criteria adopted by SeaTac.

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

If the Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to SeaTac in writing, based on an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon SeaTac's written approval, the Contractor may provide the requested services. The Contractor shall not provide unauthorized services or charge unauthorized rates under any circumstance.

13.1.2 Itemization on Invoices

All applicable city, county, and state solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B unless specifically excluded by this Contract. SeaTac's Administrative Fee and Washington Business & Occupation tax shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices. The Fixed Annual Charge component identified on Exhibit B shall also be stated separately on Customer invoices.

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus twelve percent (12%) on the disposal component.

The Contractor shall not charge separately for the collection of Source-separated Recycling.

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

The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Exhibit B. The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall not separately charge Customers sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 13.3), Garbage collection service level shifts, or other changes affecting the collection system.

13.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. Customers may have their service discontinued, and Containers recovered if the Contractor provides the Customer with ten (10) days prior written notice that service will be discontinued for non-payment.

The Contractor may charge a one-time cart redelivery fee listed in Exhibit B to Customers who want to restart service, who have previously had their service terminated for nonpayment, and who had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g., Garbage, Recyclables, and Compostables).

13.2 Compensation to SeaTac

The Contractor shall pay SeaTac a one-time fee of forty-five thousand dollars (\$45,000) upon Contract execution to cover SeaTac's costs for procuring this Contract.

The Contractor shall also pay SeaTac an Administrative Fee of five and three-tenths percent (5.3%) on or before the fifteenth (15th) day of each month during the term of this Contract, starting the month following the initiation of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The Contractor shall fully participate in any SeaTac billing audit to confirm the Contractor's Customer receipts during any accounting period during the Contract term.

SeaTac may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 13.3. SeaTac 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 by October 1st of each year. If the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the State adjusted excise tax (1.75% in 2023).

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and taxes as described in Section 15.13, Permits and Licenses.

13.3 Compensation Adjustments

13.3.1 Inflation Adjustments to Collection Fee Component

The collection fee component of the Contractor's service fees contained in Exhibit B, and the miscellaneous fees and charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index.

If the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. If the CPI index series increases over five percent (5%) year-to-year, the actual adjustment used shall be capped at five percent (5%). Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

Adjustments shall be based on the annual inflation captured in the first half (HALF1) index for the twelve (12) month period ending in June of the previous year. For example, an adjustment to the Contractor's collection service charge, effective January 1, 2025, will be based on the CPI HALF1 index for the twelve (12) month period ending June 30, 2024.

The Contractor shall submit an initial Rate Adjustment Statement by October 31, 2024 for the rates to be charged beginning June 1, 2025, based on the twelve (12) month period ending June 2024. The adjusted rates shall be in effect through December 31, 2025, and shall be included in customers outreach as part of the new Contract roll-out.

Beginning January 1, 2026, Contractor's collection fee component shall be adjusted annually. The Contractor shall submit in writing and electronic form to SeaTac 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, 2025.

An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

Adjustments under this Section 13.3 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall be truncated and not be considered when making adjustments.

Commented [AL2]: Suggestion to modify this heading to be consistent with how we refer to this component throughout this section.

13.3.2 Adjustments to Disposal Fees and Charges

The disposal fee component of each Customer charge, as listed in Exhibit B, shall be adjusted annually by the percentage increase or decrease in the County Tipping Fee for the relevant billing period. The Fixed Annual Charge component for each Customer, as listed in Exhibit B, shall be adjusted annually by the percentage increase or decrease in the County Fixed Annual Charge allocated to Redmond.

SeaTac’s Administrative Fee plus excise tax on the Administrative Fee is included in the rates set forth in Exhibit B. In the event the Administrative Fee or Excise Tax rate is adjusted during the term of this Contract, rates shall be adjusted to pass through the corresponding increase or decrease.

If Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 13.3.1 due to changes in law or regulation, or other significant market disruptions, the Contractor may submit to SeaTac a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. SeaTac shall review the request promptly and, after good faith negotiations, may, at its sole discretion, allow the Contractor to increase rates by an amount specified by SeaTac to compensate for increased Compostables processing costs.

Commented [AL3]: Recology proposes eliminating this sentence. The FAC is a County imposed (rather than City imposed) obligation that will survive this agreement irrespective of what fees are collected under this agreement.

13.3.3 Changes in Disposal or Compostables Processing Sites

If the Contractor is required by SeaTac or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, or if these sites are closed for an extended period, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor’s rates pursuant to this Contract in such a case will be adjusted to pass through any resulting additional costs incurred by the Contractor to the Customer or any additional savings to the Contractor to Customers. SeaTac and Contractor agree to negotiate in good faith to make any rate changes to accomplish a pass-through of any such costs or savings.

13.3.4 Recycling Commodity Value

SeaTac and Contractor agree that the Contractor rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.

13.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or state taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor’s operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs over ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor’s rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to SeaTac. The

Contractor and SeaTac shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the amount and the method of adjustment. "New or changes in existing taxes," as contemplated by this section, shall not include changes in the law under Section 13.4.

13.3.6 Changes in Service Provision

If the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of SeaTac, the Contractor shall promptly notify SeaTac in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that SeaTac and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

13.4 Change in Law

SeaTac may adjust rates due to changes in federal, state, permit requirements, or local laws or regulations, the administrative or judicial interpretation thereof, or an order or judgment of or decision by any governmental authority not addressed otherwise in this Contract that affects the Contractor's costs over ten thousand dollars (\$10,000) in the aggregate annually. The Contractor shall submit a detailed proposal to adjust the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the Customers or SeaTac. The Contractor and SeaTac shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the adjustment amount and method.

14 FAILURE TO PERFORM, REMEDIES, TERMINATION

SeaTac 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 Contract default for more serious lapses in service provision. Section 14.1 details infractions subject to performance fees and Section 14.2 details default provisions and procedures.

14.1 Performance Fees

SeaTac reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor's compliance with the provisions and requirements of this Contract. If SeaTac's inspection and/or reviews reveal that the Contractor has failed to perform any duties of this Contract satisfactorily, SeaTac shall present an incident report to the Contractor detailing such unsatisfactory performance. The Parties 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 perform its duties under this Contract satisfactorily. SeaTac and the Contractor agree that SeaTac's damages would be difficult to calculate in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by SeaTac as a result of the Contractor's failure to perform its duties under this Contract satisfactorily. The performance fees in this Section 14.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in

Section 4.17. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include the following:

| | Action or Omission | Performance Fees |
|----|--|--|
| 1 | Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date. | Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Effective Date. |
| 2 | Collection before or after the times specified in Section 4.4, except as expressly permitted in writing. | Five hundred dollars (\$500) per vehicle on each route. |
| 3 | Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations. | Five hundred dollars (\$500) per Customer site, not to exceed five hundred dollars (\$1500) per vehicle daily. |
| 4 | Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions). A block segment is defined as one side of a street, between cross streets. | Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day. |
| 5 | Failure to collect missed materials within one (1) business day of notification. | One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle. |
| 6 | The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes. | One thousand dollars (\$1,000) per Customer per day. |
| 7 | Rejection of Garbage, Recyclables, or Compostables without providing documentation, including photos, to the Customer of the reason for rejection. | One hundred dollars (\$100) per Customer per day. |
| 8 | Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date. | One hundred dollars (\$100) per Customer per day. |
| 9 | Failure to include SeaTac-authorized customer materials when Containers are delivered to Single-family Residences or failure to affix approved labels on Containers. | One hundred dollars (\$100) per Container. |
| 10 | Failure to maintain clean, sanitary, and properly painted and labeled Containers. | Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection. |

| | Action or Omission | Performance Fees |
|----|---|---|
| 11 | Failure to replace a leaking Container within one (1) business day of notification. | One hundred dollars (\$100) per collection day that the Container is not replaced. |
| 12 | Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify SeaTac within two (2) hours of Contractor knowledge of such release. | Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs. |
| 13 | Failure to maintain Contract-compliant vehicles. | Two Hundred and fifty dollars (\$250) per vehicle |
| 14 | Failure to separate collection of materials from Service Area Customers from non-Service Area customers. | Five thousand dollars (\$5,000) per route per day. |
| 15 | Failure to meet Customer Service answer and on-hold time performance requirements. | Five hundred dollars (\$500) per day. |
| 16 | Failure to meet the service and performance standards listed in Section 11.4 of this Contract, outside of the Customer service answer and on-hold time, for two (2) consecutive months. | Two hundred and fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days. |
| 17 | Failure to provide accurate information to Customers, including inappropriately directing Customers to contact SeaTac. | One hundred dollars (\$100) per Customer. |
| 18 | Misrepresentation by Contractor in records or reporting. | Five thousand dollars (\$5,000) per occurrence. |
| 19 | Inability to reach the Contractor's staff via the emergency phone number. | Two hundred-fifty dollars (\$250) per day. |
| 20 | Failure to fulfill contract requirements not otherwise addressed. | One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to SeaTac. |

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 SeaTac reserves the right to exercise any and all remedies it may have concerning these and other violations and breaches. The performance fees schedule set forth here shall not affect SeaTac's ability to terminate this Contract as described in Section 14.2.

If assessed during a given month, SeaTac shall invoice the performance fees in writing to the Contractor. The Contractor shall pay the invoice within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of Contract and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

The Contractor may appeal the performance fees assessed against the Contractor in writing to SeaTac within ten (10) days of being invoiced for assessed performance fees. The Contractor may present evidence why the amount of the assessed performance fees should be lessened or eliminated. SeaTac's decision shall be final and not subject to further appeal.

14.2 Contract Default

Any material violation of the provisions of this Contract by the Contractor shall cause the Contractor to be in default of this Agreement. Material violations of this Contract shall include, but not limited to the following:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables or fails to provide any portion of service under the Contract on the Effective Date or for more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 4.8 Inclement Weather, Section 4.17 Labor Disruption, or Section 15.18 Force Majeure;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by SeaTac, county, or any federal, state, or other regulatory body to collect materials under this Contract or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a nuisance or hazard to public health or safety or the environment;
4. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes in a landfill or incinerated at an incinerator or energy recovery facility without the prior written permission of SeaTac;
5. The Contractor fails to make any required payment to SeaTac, as specified in this Contract;
6. The Contractor is assessed performance fees under Section 14.1 over fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption under Section 4.17.
8. The Contractor fails to maintain, in good standing, the insurance required under Section 15.4 and performance bond required under Section 15.5.

SeaTac reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, SeaTac 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 arises (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, SeaTac shall promptly notify the Contractor of its intent to exercise its rights. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to SeaTac (in SeaTac's sole discretion) to remedy the stated reason and the efforts continue in good faith, SeaTac may opt not to 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 SeaTac to remedy the stated reason, SeaTac may, at its option, immediately terminate this Contract.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to SeaTac for noncompliance, and fails to correct the same, SeaTac, 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. SeaTac shall send a copy of the notice to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees to discontinue the services provided under this Contract promptly. 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 SeaTac 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.

If the surety on the Contractor's performance bond fails to exercise its option within ten (10) days, SeaTac may complete the Services provided under this Contract or any part thereof, either through a contract with another party or by any other means.

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

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

15 GENERAL TERMS

15.1 Notices

Routine communications, including financial, payment, service, and performance updates between the Contractor and SeaTac shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership or Contract default shall be emailed and mailed or delivered (with confirmation of receipt). Communications and notices shall be addressed to the Parties as follows, or as amended by either Party, in writing, from time to time:

City

Contractor

15.2 Collection Rights

Throughout the Contract Term, the Contractor shall be the exclusive provider to collect Garbage, Recyclables, and Compostables placed in designated Containers and set out in the regular collection locations within the SeaTac Service Area subject to this Contract. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and SeaTac shall use good faith efforts to cooperate in such enforcement Contractor-initiated actions (without obligating SeaTac to join any such litigation). Such efforts may include but not

be limited to cease and desist letters, assistance with documenting violations, and other activities as SeaTac determines that its staff time reasonably allows. When asked by the Contractor, to the degree that SeaTac finds it reasonable, SeaTac may make a good faith effort to protect the Contractor's exclusive rights under this Contract; however, SeaTac shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the Contractor's exclusive rights unless SeaTac determines that it the institution of or joinder in such litigation is necessary.

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

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

15.3 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 SeaTac. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing Contract records that are prepared following 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. SeaTac shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 15.7.

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

15.4 Insurance

The Contractor shall procure and maintain for the Contract Term insurance that meets or exceeds the coverage set forth below, as determined in SeaTac's sole reasonable discretion at the Contractor's expense.

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

15.4.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covers 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 cargo transportation and an MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of SeaTac. SeaTac shall be an additional insured under the Contractor's Automobile Liability insurance policy.
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 an explosion, collapse, or underground property damage. SeaTac shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy concerning the work performed for SeaTac, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance coverage covers any 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. SeaTac shall be named an additional insured under the Contractor's Pollution Liability insurance policy.

15.4.2 *Minimum Amounts of Insurance*

The contractor shall maintain, at a minimum, the following insurance limits:

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

15.4.3 *Other Insurance Provisions*

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

1. The Contractor's insurance coverage shall be the primary insurance for the operations being performed as a part of this contract, SeaTac, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by SeaTac shall be in excess of the Contractor's insurance and shall not contribute to it. SeaTac, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies in a blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except concerning the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) days prior written notice has been given to SeaTac. Such notice shall be sent directly to SeaTac. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify SeaTac of any insurance cancellation immediately upon receipt of the insurers' notification.

15.4.4 Acceptability of Insurers

Insurance must be placed with insurers with a current AM Best rating of not less than A:VII.

15.4.5 Verification of Coverage

The Contractor shall furnish the City Manager and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) days before the Effective Date.

15.4.6 Subcontractors

The Contractor will require all subcontractors (of any tier) performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation under applicable law or regulation, Employer's Liability with limits of one million dollars (\$1,000,000), Commercial General Liability with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate, and Automobile Liability insurance with limits of one million dollars (\$1,000,000).

15.5 Performance Bond

The Contractor shall always provide and maintain a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by SeaTac for seven hundred and fifty thousand dollars (\$750,000). The bond(s) shall be issued for not less than one (1) year, and the Contractor shall provide new bond(s) to SeaTac no less than sixty (60) Days before the expiration of the bond(s) then in effect. SeaTac shall have the right to call the bond(s) in full if its renewal is not confirmed five (5) Days before its expiration.

15.6 Indemnification

15.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless SeaTac, its elected and appointed agents, board and commission members, council, counsel, directors, employees, officers and officials,

representatives, and volunteers (“SeaTac Representatives”) from any and all third-party claims or suits and any awards, costs, damages, judgments, liability, or payments resulting from such actions, claims, or lawsuits for damage, harm, injury, pain, or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, officers or officials, representatives, or subcontractors (of any tier) in the performance of this Contract and any rights granted hereunder.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for this indemnification. The parties have mutually negotiated this waiver.

The provisions of this section shall survive the expiration or termination of this Agreement, or to the extent such claim or demand is caused by the Contractor’s unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder.

This indemnity includes each of the following to the extent the same is caused by the Contractor’s unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

- i. liability for a governmental agency’s costs of removal or remedial action for such release by Contractor of Hazardous Waste;
- ii. damages to natural resources caused by the Contractor’s release of Hazardous Waste, including reasonable costs of assessing such damages;
- iii. liability for any other person’s costs of responding to such release by Contractor of Hazardous Waste; and
- iv. liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws caused by the Contractor’s release of Hazardous Waste. However, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage, or expense of any nature, including all costs and attorneys’ fees caused by SeaTac Representative’s willfully tortious or negligent acts or omissions.

15.6.2 Process

The indemnification obligations set forth herein shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor’s written consent, before the start or culmination of any litigation. If any claim for such damages is presented to or filed with SeaTac, SeaTac shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and sole cost and expense, to settle and compromise such claim. In the event any suit or action is filed against SeaTac based upon any such claim or demand, SeaTac shall likewise promptly notify Contractor thereof, and Contractor shall defend such claim at its sole cost and expense and with legal counsel agreed to by SeaTac, provided, however, Contractor shall not settle any such suit or action without the express written agreement by SeaTac. SeaTac also has the right to defend or participate in defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of another compromise unless it has consented thereto in writing.

15.6.3 Industrial Insurance Immunity Waiver

The Parties have mutually negotiated the provisions contained herein. Solely to the extent required to enforce the indemnification provisions of this Section 15.6, Contractor waives its immunity under Title 51

RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by SeaTac of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor's prior written consent, before the culmination of any litigation or the institution of any litigation.

The provisions of this Section 15.6 shall survive the termination or expiration of this Contract.

15.7 Confidentiality of Information

Under the Washington Public Records Act ("PRA"), RCW Chapter 42.56, public records may be subject to disclosure upon request by any person unless the documents are exempt from public disclosure by a specific provision of law.

If SeaTac receives a request for inspection or copying of any Contractor-provided documents identified as confidential and proprietary, it shall promptly notify the Contractor in writing regarding the public records request. SeaTac will give the Contractor ten (10) business days after such notification to obtain a court order prohibiting the release of the documents. SeaTac assumes no contractual obligation to enforce any exemption under the PRA.

15.8 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 each Contractor's sureties' prior written approval and providing at least thirty (30) day's prior written notice to SeaTac of such assignment or pledge together with a copy of each surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any contractual obligations or liabilities. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

15.9 Assignment, Subcontracting, and Delegation of Duties

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

In the event of an assignment, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract, and the assignee, subcontractor (of any tier), or another obligor shall also become responsible to SeaTac for the satisfactory performance of this Contract's Services. SeaTac 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 another obligor of its covenant to SeaTac to fully and faithfully complete the Services or responsibilities required under this Contract. Additionally, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. SeaTac may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For 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 SeaTac from executing a novation, allowing the new owner(s) to assume the rights and duties of the Contract and releasing the previous owner(s) of all obligations and liability.

15.10 Change of Trade Name

If the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to SeaTac at least thirty (30) days before the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with a new trade name and any new logo or colors within two (2) years of the effective date of the trade name change. Failure to comply with the terms of this section shall result in performance fees assessed against the Contractor under Section 14.1.

15.11 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. No conflict of laws shall be considered or applied. Venue shall be the King County Superior Court.

15.12 Compliance with Applicable Laws and Regulations

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

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 age, color, creed, disability, gender, gender identity, gender orientation, gender preference, marital status, national origin, race, religion, sex, sexual orientation or preference, 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, the 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 shall indemnify and hold harmless SeaTac from all damages, injuries, or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, state, and local 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 directed to observe all weight-related laws and regulations in performing these services, including axle bridging and loading requirements.

15.13 Permits and Licenses

The Contractor and subcontractors shall secure a SeaTac business license and pay all fees and taxes. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein before the Effective Date 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.

15.14 Relationship of Parties

SeaTac and Contractor intend that this Contract shall create an independent contractor relationship. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed SeaTac Representatives as defined in 15.6 above.

15.15 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. Upon SeaTac's request, the Contractor shall provide SeaTac with a detailed list of all such separate agreements with Customers. SeaTac may, at its sole option, regulate similar or identical services in the successor to this contract.

15.16 Bankruptcy

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

15.17 Right to Renegotiate/Amend

SeaTac shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, county rule changes, 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. SeaTac may also renegotiate this Contract should voters reject any state, county, or city rate or fee associated with the Contract be held illegal or any increase thereof. In addition, the Contractor agrees to renegotiate in good faith with SeaTac in the event SeaTac wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.15, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

15.18 Force Majeure

Provided that the requirements of this section are met, the Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if the Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, 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 the Contractor could not have prevented that through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only for 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 their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring concerning any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If, as a result of a Force Majeure event, the Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify SeaTac by phone 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 SeaTac and Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event occurs, the Contractor, as promptly and reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if, due to a Force Majeure event, the Contractor cannot wholly or partially meet its Contractual obligations, the Contractor shall notify all Customers regarding the disruption in collection service consistent with the notification required in the case of inclement weather under Section 4.8.

15.19 Severability

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

15.20 Waiver

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

15.21 Incorporation of Contractor’s Proposal in Response to SeaTac’s RFP

The Contractor’s Proposal, dated XXX, submitted in response to SeaTac’s Request for Proposals, is fully incorporated by this 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 or attachments. In the case of conflict between the Contractor’s proposal and this Contract, the provisions of this Contract shall prevail.

15.22 Dispute Resolution

The Parties shall attempt to resolve all disputes to the mutual satisfaction of both parties through good faith discussions. Throughout a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved following other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to SeaTac and the Contractor. The Contractor shall pay all mediation costs and SeaTac’s attorneys’ and expert witness fees. Neither party may initiate or commence legal proceedings before the completion of the non-binding mediation. The prevailing party in the suit shall be entitled to attorneys’ fees in litigation.

15.23 Entirety

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

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

[CONTRACTOR]

CITY OF SEATAC

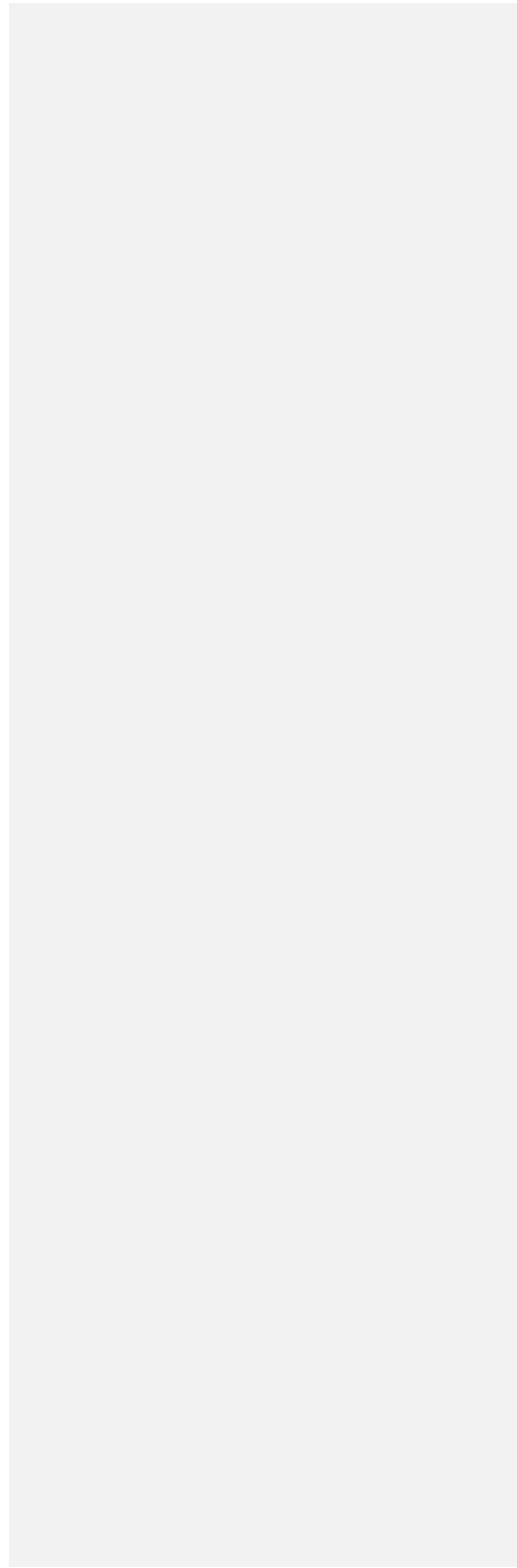
By _____
[Title]

By _____
[Title]

Approved as to Form:

By _____

[City Attorney]



**EXHIBIT A
Service Area Map**

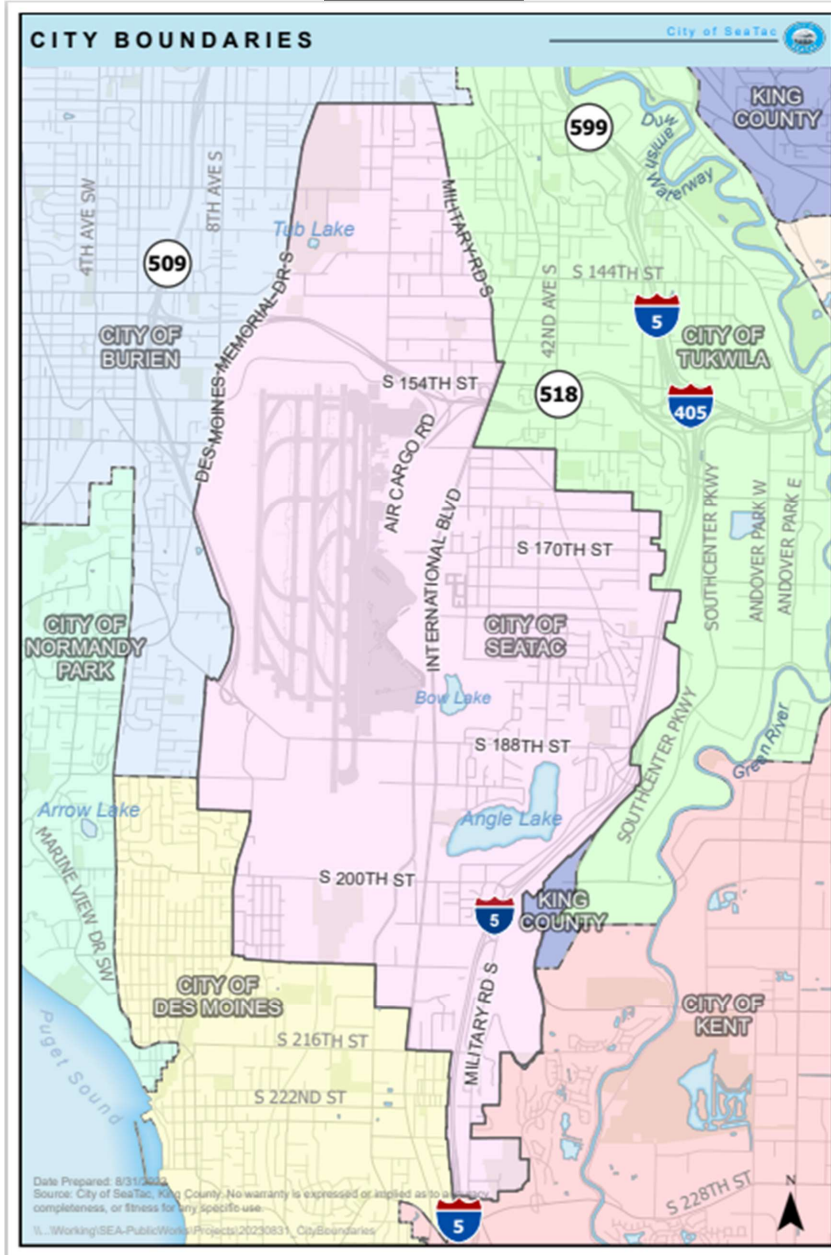


EXHIBIT B
Contractor Rates

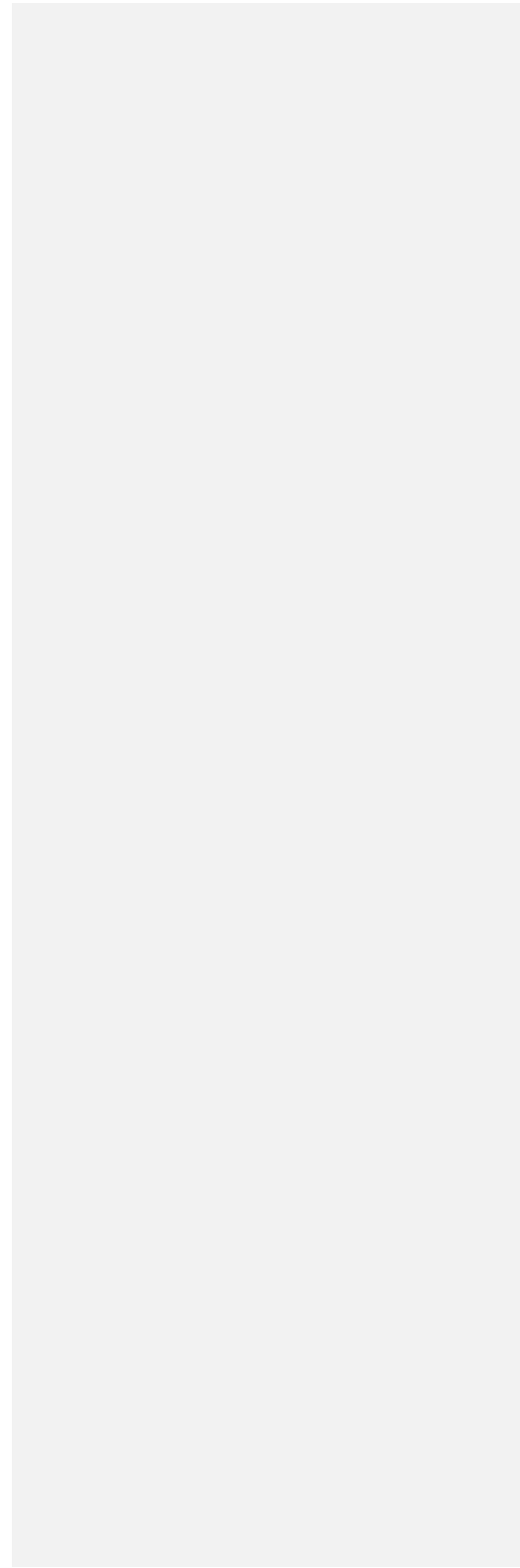
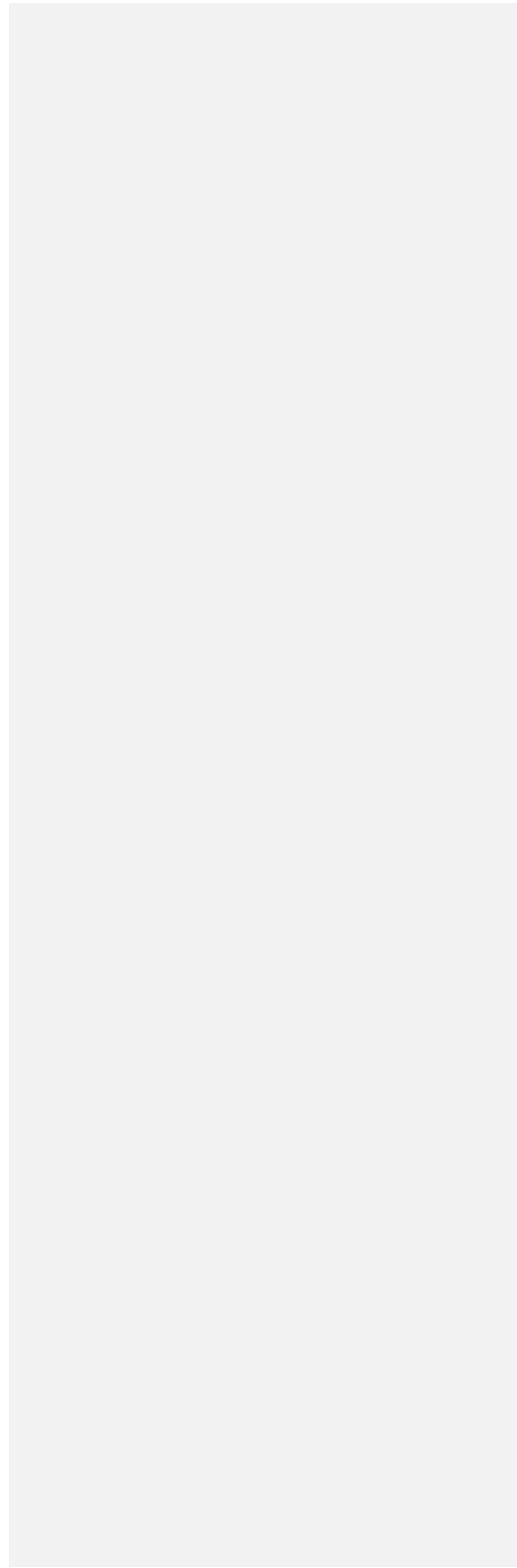


EXHIBIT C
Recyclable Materials to be Collected

| Recyclable Item | Customer Preparation Instructions | Limitations |
|---|--|--|
| Aluminum & Tin – All food and beverage cans and containers. | Empty, clean, and secure lids and place them in Recycling Container. | Food and beverage containers must be empty and clean. |
| Corrugated Cardboard – All corrugated cardboard boxes. | Flatten corrugated cardboard boxes and place them in or next to Recycling Container. | No boxes larger than 3' x 3' in size. Larger boxes shall be cut down to size. |
| Glass Containers – All colored or clear glass jars and bottles. | Empty, clean, remove lids and place in Recycling Container. | Food and beverage containers must be empty and clean. |
| Paper – All mixed paper, colored paper, magazines, phone books, catalogs, advertising supplements, paper cups, and gable-top cartons. | Place clean, dry paper in Recycling Container. | All paper must be clean. Food and beverage containers must be empty and clean. |
| Plastic Containers – All colors of plastic bottles, jugs, tubs, cups, plant pots, and buckets. | Empty, clean, remove lids and place in Recycling Container. | Food and beverage containers must be empty and clean. Plastic containers with hazardous or toxic products, such as motor oil or pesticides are excluded. |
| Scrap Metal – All ferrous and non-ferrous scrap metal. Free of wood, rubber, and other contaminants. | Small items: Place in Recycling Container or secure (e.g. bundle or box) next to Recycling Container. Large items: Call to request bulky pickup, for fee, at least twenty-four (24) hours before regular service day. | Small items: Less than two feet (2') by two feet (2') and thirty-five (35) lbs. Less than five percent (5%) non-metal parts. |
| Small Appliances & Electronics Small plug-in or battery-operated household items such as a blender, keyboard, etc. Compact fluorescent bulbs and batteries. | Place small appliances and electronics in clear bag on top of Recycle Cart. | Limit (1) bag per pickup. Each bag less than two feet (2') long and thirty-five (35) pounds. |
| Styrofoam blocks Shipping and packaging foam blocks. | Place foam blocks in clear bags at curb for free recycle pickup via bulky service request. | Customer request via Contractor. Limit (2) bags per pickup. |

EXHIBIT D
Rate Modification Examples



~~SeaTac Solid Waste RFP – Attach C Draft Contract~~

**Garbage, Recycling, and Compostables
Service Contract**

Between the City of SeaTac
and Recology King County

June 1, 2025 – May 31, 2035

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EXHIBITS:

EXHIBIT A: Service Area

EXHIBIT B: Contractor Rates

EXHIBIT C: Recyclables List

EXHIBIT D: Rate Modification Example

This Garbage, Recycling, and Compostables service contract (hereafter "Contract") is entered into this _____ day of _____, 2024 (hereafter the "Date of Execution"), by and between the City of SeaTac, a municipal corporation (hereafter "SeaTac"), and _____, a Washington corporation (hereafter "Contractor"), and collectively the "Parties."

RECITALS

WHEREAS, SeaTac has conducted a competitive process to select a Contractor to provide garbage, recyclables, and compostables collection services ("Services") to all residents, businesses, and institutions located within the Service Area;

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that SeaTac conducted a thorough competitive process;

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

WHEREAS, having completed the competitive process, SeaTac has selected the best candidate to provide the Services outlined in the competitive process;

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;

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

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, and incorporating the Recitals noted above, SeaTac and Contractor do agree as follows:

AGREEMENT

1 DEFINITIONS

The following definitions apply to terms used in this Contract:

Administrative Fee: A SeaTac-defined fee included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to SeaTac as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed occasionally.

Bulky Waste: 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, tables, shelves, cabinets, 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, Unacceptable Waste, or stumps.

SeaTac: The City of SeaTac, in King County, Washington. Where the context makes it apparent, SeaTac may refer to staff, roads, public street rights-of-way, activities, and things belonging to or located within the City of SeaTac. In this Contract, “SeaTac” may refer to the City Manager or his/her/their designee.

Call Center Hours: When a live Customer Service support person shall be available to address Customer calls, e-mails, texts, or other communications. Call Center Hours shall be ~~7:00 am through 7:00 pm, 7am-7pm on Monday through Friday, and 8am-5pm on Saturday and Sunday of each week, and no less than four hours on Saturdays, as agreed upon by the Parties.~~ Holidays, as defined by King County transfer stations, are excluded.

Can: A receptacle that is a Customer-provided 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. Owners shall keep all Cans rodent and insect-resistant and sanitary.

Cart: A Contractor-provided twenty (20), thirty-two (32)/or thirty-five (35), forty-five (45), sixty-four (64), or ninety-six (96) gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant.

Change of Control: Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

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

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers. Shredded uncontaminated paper shall be accepted as a Compostable material unless disallowed by the Contractor’s composting processor.

Contractor: _____, which SeaTac has hired to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.

Container: Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.

Contract: This Contract is for Garbage, Recycling, and Compostables Services.

Contract Term: Term of this Contract as provided for in Section 2.

County/county: King County in Washington State.

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

Customer: All account-holders of the Contractor's services within SeaTac under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered.

Customer Service: The assistance, advice, and information provided by the Contractor to Customers and potential customers within SeaTac.

Date of Commencement of Service/Effective Date: June 1, 2025, the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

Date of Execution: The date the signatories execute this Contract.

Day/Days or day/days: Calendar days unless otherwise specified.

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

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

Drop-box Container: A watertight, all-metal loose material or compactor receptacle loaded onto a specialized collection vehicle with ten (10) cubic yards or more capacity.

Environmental Law: Any applicable federal, state, or local law, statute, regulation, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

Extra Unit: Excess material that does not fit in the Customer's primary Container. An Extra Unit equals thirty-two (32) gallon equivalent for Cart Customers and one half (1/2) yard for Detachable Containers.

Fixed Annual Charge: The charge related to Garbage disposal that is assessed on the Contractor by the County on an annual basis [in accordance with King County Code 10.12.021\(B\), as amended](#), that is allocable to the City Service Area.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper,

such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or compostable food-service products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of Food Scraps handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, small dead animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that Customers place in appropriate Containers, bags, or other receptacles for the Contractor's collection and disposal. "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables. Needles or "sharps" used to administer or ingest medication can be included in the definition of "Garbage" if placed within a sealed, secure container as agreed by the Parties, consistent with the current County sharps policy.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, material, contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, state, or local 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:

- 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., as may be amended; 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;

Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and

- B. Any substance that comes within the scope of this definition ~~as determined by SeaTac~~ after the Date of Execution of this Contract.

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

King County Disposal System: The areas owned, leased, or controlled by King County, Washington, for the Garbage disposal or such other site as the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between SeaTac and King County may authorize.

Multifamily: A multiple-unit Residence with four or more multiple attached or unattached dwellings and billed collectively for collection service; and includes shared Containers and individual Containers for each Residence.

Office Hours: When a Contractor's administrative and management staff shall be available to respond to SeaTac staff inquiries. Office Hours shall be 8:00 am through 5:00 pm, Monday through Friday of each week. As defined by the County's transfer station schedule, holidays are excluded.

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

Party/Parties: Either SeaTac or the Contractor.

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

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

Recyclables: As listed in Exhibit C, the materials that are designated as part of a Residential or Commercial Recycling collection program.

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

Residence(s)/Residential: A Single-family and/or Multifamily living space individually rented, leased, or owned.

Services: Garbage, Recycling, and Compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The initial service area boundaries shall be a portion of the corporate boundaries of SeaTac, which are currently shown in Exhibit A. In the event of a change to the corporate boundaries of SeaTac, the Service Area may be changed under Section 4.2.

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

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

State/state: The State of Washington.

Strike Contingency Plan: The Contractor will develop the plan pursuant to Section 4.17 of this Contract.

Tipping Fee: The per-ton disposal fee assessed on the Contractor by the County for Garbage delivered to County facilities.

Transition and Implementation Period: The entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Effective Date.

Transition and Implementation Plan: The Contractor will develop the plan pursuant to Section 4.19 of this Contract.

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

WUTC: Washington Utilities and Transportation Commission.

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

2 TERM

The term of this Contract is ten (10) years starting on the Effective Date. SeaTac may, at its sole option, extend the agreement for one extension, which shall not exceed two (2) years in duration. The extension shall be under the terms and conditions of this Contract, as the Parties may agree. To exercise its option to extend this Contract, SeaTac shall give notice to the Contractor no less than ninety (90) days before the expiration of the Contract term or the expiration of a previous extension.

3 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to SeaTac as follows:

- *Organization and Qualification.* Under state laws, the Contractor is duly incorporated, validly existing, and in good standing. It has all requisite corporate power and authority to enter and perform its obligations under this Contract.
- *Authority.* This Contract constitutes a valid, legally binding, and enforceable obligation of the Contractor. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost before the Effective Date any such licenses, permits, and other authorizations from federal, state, and other governmental authorities as are necessary for performing its obligations under this Contract.

- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain 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 examined all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area, it knows all Containers' present placement and location. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations and providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4 GENERAL COLLECTION REQUIREMENTS

4.1 Service Area

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

4.2 Annexation

If, during the term of the Contract, SeaTac adds additional territory through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon SeaTac's written notification, the Contractor agrees to make collections in such annexed areas under the provisions of this Contract at the unit price set forth in this Contract. SeaTac will indemnify, hold harmless, and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses, and damages, including reasonable costs and attorney fees arising out of the Contractor's service in such annexed territory under this Contract.

If additional territory is added to the Contract Service Area, SeaTac 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 ~~6-414.1~~ 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.

4.3 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. The Contractor shall use smaller limited-access service vehicles to service those Customers. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

If 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 shall document the condition for SeaTac and the Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes there is a probability of Private Road or Driveway damage due to the Contractor's vehicles for servicing or turning around, the Contractor shall inform both the respective Customer(s) and SeaTac, and utilize limited access collection vehicles. If the probability of damage is not resolved by using a limited access collection vehicle, the Contractor may require a road damage waiver agreement for the limited access collection vehicle in a SeaTac-approved form. If the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

4.4 Hours/Days of Collection

The Contractor shall make all Residential collections between 7:00 am and 7:00 pm each weekday unless SeaTac authorizes a temporary extension of hours or days. Saturday collection is allowed consistent with holiday schedules (Section 4.7) and inclement weather schedules (Section 4.8).

The Contractor may perform Commercial collections twenty-four (24) hours per day, Monday through Saturday, provided such services do not take place in areas adjacent to Residential dwellings and do not result in noise complaints to the Contractor or SeaTac from Residential Customers in the vicinity. If complaints are received, the Contractor shall reroute or mitigate the noise complaint(s). The Contractor shall explain to SeaTac its reroute or mitigation of the noise complaint(s).

Collection before or after times specified in this section shall be cause for performance fees as described in Section 14.1.

4.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall always be courteous, refrain from loud, inappropriate, or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. The Contractor's crews shall make collections in an orderly and quiet manner. They shall return all Containers, upright, with lids closed and attached, to their designated set-out location.

While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer and carry photo identification on their person. 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 flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with a property that does not concern them or their task.

At SeaTac's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, utilities, or SeaTac's 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 sole opinion of SeaTac, incompetent, disorderly, or otherwise unsatisfactory, SeaTac shall promptly document the incompetent,

disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct is corrected. The Contractor shall promptly investigate any written complaint from SeaTac regarding any unsatisfactory performance by any of its employees and take immediate corrective action. The Contractor shall remove the employee from Contract work within four (4) hours of notification. SeaTac reserves the right to request that the person be removed from all performance of additional work under this Contract.

Repetition of complaints on a route after notification under this section shall be cause for performance fees as described in Section 14.1.

4.6 Disabled Person Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member can place Containers at the Curb at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of SeaTac's disabled residents when determining whether a household member is unable to place Containers at the Curb. These criteria shall comply with all federal, state, and local regulations and shall be subject to SeaTac's review and approval before program implementation.

4.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as the County transfer stations. In addition, Martin Luther King Day will be an observed holiday if recognized as such in the Contractor's Collective Bargaining Agreement for its SeaTac collectors. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, including Saturdays. Due to a holiday, the Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website or social media accounts, and by press releases to general news media by the Contractor in the Service Area a week before the holiday affecting service.

4.8 Inclement Weather and Other Service Disruptions

When weather conditions or other service disruptions, outside labor disruptions, and Force Majeure are such that continued operation would endanger the Contractor's employees, area residents, or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify SeaTac by 7:00 am that same business day of its collection plans and outcomes for each day that inclement weather or other service distributions are experienced. If disruptions start after 7:00 am, the Contractor shall notify SeaTac within one (1) hour of a decision to change collection plans.

At SeaTac's request, during a service disruption due to inclement weather, the Contractor shall provide Drop-boxes, collection trucks, or other suitable Containers for Garbage and Recyclables at a mutually agreed-upon location. The number of trucks or Containers and servicing schedule shall be sufficient to handle the volume of delivered Garbage and Recyclables without overflow. The Contractor shall provide this service to SeaTac at no additional cost.

The Contractor shall collect Garbage, Recycling, and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to SeaTac, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following disruptions to finish collection routes.

If successive weather events or other service disruptions occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (e.g., Tuesday Customers), an additional collection will be made on the next possible day that same week (i.e., not waiting for the regularly scheduled collection day for the missed area). If multiple days are missed due to disruptions in multiple weeks, collections shall be made on the next regularly scheduled collection day. If successive disruptions impact entire neighborhoods, the Contractor shall provide temporary Single-family Residential Garbage and Recycling collection sites using Contractor-staffed Drop-box Containers or other suitable equipment from 9:00 am to 8:00 pm, with no additional charge assessed for such temporary service.

The inclement weather/disruption in service requirements in this Section 4.8 may be changed upon the Parties' mutual written agreement at any time during the term of this Contract to serve Customers better.

Customer program information shall include all holiday and weather/disruption policies. On each day of inclement weather or service delays, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by SeaTac, notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services, email, or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or opting out of communications.

The contractor shall update their website and any SeaTac-specific social media account(s) with disruption-related messaging and provide SeaTac with appropriate social media language as soon as possible, but at least by 8:00 am. If disruptions occur after 8:00 am, the Contractor shall update their website and any SeaTac-specific social media account(s) with disruption-related messaging and provide SeaTac with social media appropriate language social media accounts within one (1) hour of a decision to change collection plans.

When the closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to SeaTac, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following such disruptions to finish collection routes. Delayed or interrupted collections described in this section are not considered service failures for Section ~~6~~14.

4.9 Suspending Collection from Problem Customers

SeaTac and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers,

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

The Contractor shall make every reasonable effort to provide service to problem Customers; however, the Contractor may discontinue service to a problem Customer after giving SeaTac prior written notice of its intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. SeaTac may also require discontinuing service to any Customer abusing the service or is determined to be ineligible. If the Customer submits a letter or email to SeaTac appealing the Contractor's decision, SeaTac may, at its discretion, intervene in the dispute. In this event, SeaTac's decision shall be final.

4.10 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.12, of the reason for rejecting Garbage, Recyclables, or Compostables shall be considered a missed collection and subject to performance fees, as established in Section 14.1, due to lack of proper Customer notification. The provisions in this paragraph may be revised and superseded by the annual promotion and education program (and contamination reduction plan) developed each year by the Contractor and SeaTac staff.

The Contractor's failure to collect Garbage, Recyclables, or Compostables that a Customer has set out properly on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 12:00 pm the following business day, the missed pick-up shall be collected that same day.

The Contractor shall maintain a collection reliability standard such that fewer than 0.75 services are missed per 1000 stops, due to contractor error. 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 SeaTac, and the information shall be included in monthly reports. See Reporting requirements set forth in Section 4.3-512.6.

If the Customer requests the Contractor to make a return trip due to no fault of the Contractor, which the Contractor can prove thorough documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such a case. Missed collections under this section shall be cause for performance fees as described in Section 14.1.

4.11 Same-Day Collection

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material.

4.12 Contamination Monitoring

The Contractor shall visually inspect Multi-family and Commercial customers Recyclables and Compostables Containers before or during servicing. If the contamination is reasonably apparent in plain view to the Contractor, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through a photograph(s) or video recording technology on collection vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling.

If a Customer receives a second tag and/or contamination notification within ninety (90) days, then the Contractor shall send the Customer personalized communication with photo documentation for both instances of contamination and an explanation of why materials cannot be accepted. If the Customer receives a third tag and/or contamination notification within ninety (90) days, then the Contractor shall call and/or visit the Customer to review previously provided information and assist in resolving the contamination. If the Customer continues to set out contaminated Containers, the Contractor may implement customer fees of ~~\$~~10\$/yard of service and shall work with SeaTac to determine if the Customer's Recycling and/or Compostables service should be suspended. Customers with suspended service due to contamination may restore their service by participating in educational training provided by the Contractor. The Parties may also institute customer fines for repeated contamination problems.

The Contractor shall develop a detailed contamination reduction and outreach program, as described in Section 12.7, in consultation with SeaTac and shall implement the program on approval of the program by SeaTac. The program shall be reviewed and adjusted annually.

4.13 Routing, Notification, and Approval

The Contractor shall provide a map acceptable to SeaTac that indicates the collection route and collection schedule showing the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-family Residence.

The Contractor may change the collection day by giving notice at least thirty (30) days before the effective date of the proposed change and obtaining SeaTac's written approval. The Contractor shall obtain SeaTac's prior written approval of the notice to be given to the Customer, such approval shall not be unreasonably withheld. On SeaTac's approval, the Contractor shall provide affected Customers with at least fourteen (14) days' written, phone, and/or e-mail notice of pending collection day changes. Routing changes shall be implemented to ensure that no Customer shall receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) days between collection days during the shift to the new collection date).

The map shall be updated within thirty (30) days of changes in routing and provided to SeaTac.

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from non-Service Area customers. Mixing of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees as described in Section [6-114.1](#).

4.14 Spillage

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

Any leakage or spillage of materials upon the road surface or exposed appurtenances that occur during collection, reported by the Contractor, Customers, or SeaTac, shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, at Contractor's sole expense. Any associated spillage or leakage entering SeaTac's municipal storm system shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, upon notification to the Contractor at its sole expense. The Contractor shall document the leak, spillage, or fluid leakage, including taking pictures before and after clean-up or removal and shall provide this documentation to SeaTac. The Contractor shall also report all spills and leakage to the appropriate state and/or federal agency as required by law. Leakage or spillage not cleaned up or removed by the Contractor promptly shall be cause for performance fees, as described in Section [6-114.1](#), and may be subject to fines and penalties under the SeaTac Municipal Code.

The Contractor shall notify the designated SeaTac contact if a leak or spill occurs during collection and expressly acknowledges in writing a description of the incident. The Contractor is solely responsible for any federal, state, or local violations that may result from any leak or spill.

Any Contractor-supplied Container determined to be leaking shall be replaced by the Contractor within one (1) business day of notification. Failure of the Contractor to comply shall be cause for performance fees, as described in Section [6-114.1](#).

4.15 Pilot Programs

During this Contract's term, SeaTac may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology. SeaTac shall notify the Contractor in writing at least ninety (90) days before it intends to implement a pilot program or utilize a new technology system on a partial or citywide basis or as negotiated between SeaTac and Contractor. If SeaTac deems the pilot a success and desires to incorporate the service or development represented in the pilot program in terms of this Contract, SeaTac and Contractor shall agree to negotiate in good faith and following Section [15-21-15.17](#) to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for implementation. The costs incurred or savings accrued by SeaTac-initiated pilot programs shall be negotiated before implementation. Notwithstanding the foregoing or anything else in this Contract, SeaTac shall not implement any pilot program that conflicts with the Contractor's exclusive rights granted by this Contract.

Contractor-initiated pilot programs shall require prior written notification to and written approval by SeaTac. Contractor-initiated pilot programs shall be performed at no additional charge to SeaTac or the

Customers; however, costs incurred or savings accrued may be subject to negotiations before implementation at SeaTac's request. The results of any Contractor-initiated pilot program shall be reported to SeaTac in the monthly reports described in Section 12.6. The Contractor shall not be required to test or implement any pilot program, new technology, service, or development unless the terms and conditions (including any savings or additional compensation to the Contractor) have been mutually agreed in writing by the Parties.

4.16 Disruption Due to Construction

SeaTac reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as SeaTac may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection; however, the Contractor and SeaTac shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to SeaTac or its Customers.

4.17 Performance Under Labor Disruption

No later than ninety (90) days before the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide SeaTac in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response will take the form of a Contractor-prepared Strike Contingency Plan and 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 recover full operations within seven (7) days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes can 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. SeaTac shall review these locations, after which SeaTac shall approve or deny using specific locations in writing. 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.
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 seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep SeaTac informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employment contracts with Contractor employees. If labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform SeaTac within three (3) hours by phone and email of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor

shall report to SeaTac via email the areas (per a detailed map) and customer counts of served and unserved customers by a material stream and service sector.

The Contractor shall update its website and any SeaTac-specific social media account(s) with messaging of any service delays or service changes due to labor disruption and provide SeaTac with appropriate social media language as soon as possible, but at least by 8:00 am.

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

If a disruption lasts more than one full Single-family Residential collection cycle, the Contractor, with SeaTac's approval, shall provide staffed Drop-box Containers or packer trucks from 9:00 am to 6:00 pm for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

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

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

1. Cost reimbursement of one thousand dollars (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. Performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor Disruption from the first (1st) day to the seventh (7th) day of the Labor Disruption;
3. Performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from the eighth (8th) day to the fourteenth (14th) day of the Labor Disruption; and
4. Performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for every day beyond the fourteenth (14th) day of Labor Disruption.

The performance fees listed 2 through 4 above are intended to apply to any complete work stoppage where the Contractor does not provide an alternative but substantially equivalent service by non-striking employees. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process, provided that SeaTac 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 this section's Contractor-prepared Strike Contingency Plan shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to SeaTac for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to SeaTac within thirty (30) days of the Contractor's receipt of SeaTac's invoice.

Fees paid by the Contractor under the terms of this Section 4.17 are not regular performance fees for Section 14.1 and shall not be counted in the cumulative performance fee default threshold referenced in Section 14.2.

4.18 Safeguarding Public and Private Facilities

The Contractor shall protect all public and private improvements, facilities, and utilities, whether on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify SeaTac in writing of all damage immediately or as soon as practical, but not later than four (4) hours of its knowledge of such damage, and Contractor shall repair or replace the same or pay SeaTac for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying SeaTac in writing, call SeaTac to inform them of such a matter. If the Contractor fails to repair or replace the damage promptly, as determined by SeaTac, SeaTac shall cause repairs or replacement, and the Contractor shall pay the associated cost, including overhead and administrative costs, for the repairs or replacement. The Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of the Contractor, and the Contractor shall indemnify, defend, protect, and hold SeaTac harmless for any such damages or legal implications from said actions under Section ~~8-515.6~~ of this Contract.

4.19 Transition and Implementation of Contract

No later than ninety (90) days after the execution of this Contract, the Contractor shall submit to SeaTac a Transition and Implementation Plan that has been developed, with SeaTac's input and prior written approval. The Plan must include introduction of the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, 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 Plan shall cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Plan shall also specifically address how the Contractor intends to proceed in 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.

At SeaTac's request, the Contractor's operations and management staff shall be available for weekly meetings with SeaTac during the Transition and Implementation Period. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for SeaTac to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

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

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by SeaTac at the Contractor's cost, and subject to SeaTac's prior review and written approval and SeaTac's final approval as to the method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and be printed on a minimum of thirty percent (30%) post-consumer recycled paper. The Contractor shall provide translations of all promotional, educational, informational, and outreach materials in ~~the top three (3) languages spoken in SeaTac and all languages spoken by over five percent (5%) of SeaTac's population, currently~~ English, Spanish, and Amharic-Ahmaric/Samali. Upon SeaTac's notification, the Contractor shall provide translations in additional languages that are identified by SeaTac as spoken by over five percent (5%) of SeaTac's population. SeaTac will be provided at least two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for SeaTac's prior review and written approval.

4.20 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced SeaTac routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of SeaTac awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third-party rights under this Contract.

Upon hiring a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole regarding the workers' pay and benefit accruals earned as of the date of displacement. The company must reimburse any displaced worker for any required COBRA payment to retain health care coverage during the time between displacement and when the worker would become eligible for such benefits under the collective bargaining agreement. To the extent that 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 the applicable bargaining agreement provision(s) provides for an increase.

5 PROCESSING AND DISPOSAL

5.1 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or Compostables) unless SeaTac gave express prior written permission. The Contractor shall use processing facilities that:

1. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials;

2. To the extent commercially reasonable, prioritize processing all materials in US, Canada, or Mexico and minimizing paper and plastic exports.
3. Comply with Basel Convention, and other related international agreements, including no exports of low-value plastics.
- ~~2.4.~~ Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered;
- ~~3.5.~~ Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
- ~~4.6.~~ Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.
- ~~5.7.~~ Comply with relevant regulatory requirements, including, but not limited to, appropriate material handling and storage and authorized residual disposal.

Any non-contaminated Source-separated Recyclables or Compostables in clearly identified Containers, Carts, bags, or boxes that are collected and disposed of as Garbage shall be cause for performance fees as described in Section 14.1.

The Parties agree that the Contractor is being compensated for recycling or composting those incoming materials and that maximum cost-effective recovery is a primary objective of SeaTac's collection programs.

5.2 Disposal Restrictions

Unless otherwise directed by SeaTac, all Garbage collected under this Contract shall be delivered to the King County Disposal System in compliance with all County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the County does not accept Yard Debris mixed with Garbage for collection. The Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section ~~6.14.1~~. The Contractor shall be liable and legally responsible for the Contractor's awareness, knowledge, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold SeaTac harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location 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.

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

The Contractor may process garbage collected by the Contractor to recover recyclable material, provided that the residual is appropriately disposed of within the King County Disposal System. The processing of such Recyclable material shall only be undertaken with the County's and SeaTac's prior written approval and following the County's and SeaTac's Solid Waste Interlocal Agreement. The Contractor shall never charge Customers more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as SeaTac reasonably directs the Contractor to charge. In addition, the Contractor hauling fees in such instances shall be no higher than those provided for in Exhibit B.

6 FLEET AND CONTAINER REQUIREMENTS

6.1 Vehicle and Equipment Requirements

~~Prior to June 1, 2025,~~ Prior to April 1, 2025, the Contractor shall use 2024 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services under this Contract. Collection vehicles shall be fueled with Renewable Natural Gas ~~or Renewable Diesel~~. Support vehicles, such as those driven by management, route supervisors, and Container delivery (if feasible), shall be fully electric.

~~Initial contract transition vehicles and any ongoing~~ Back-up collection vehicles used fewer than thirty (30) days a calendar year shall not be subject to the age requirement that applies to regularly used vehicles but shall be: (i) presentable, (ii) in safe working order, (iii) not leak fluids, and (iv) subject to all other conditions of this section. SeaTac can also request the Contractor deploy new rental collection vehicles, with 30 days' notice, if the transition collection vehicles are not maintained to the standards of this section. The accumulated annual use of individual backup vehicles shall be reported in the Contractor's monthly report.

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

Collection vehicles shall have a switchable placard that indicates the material stream that is currently being collected by that vehicle. 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 SeaTac. The lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 14.1.

Collection vehicles shall be maintained in good condition at all times, including but not limited to being clean and sanitary and thoroughly washed at least weekly. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all following current statutes, rules, and regulations.

Collection vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of SeaTac. 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 SeaTac. All collection vehicles shall have variable tone or proximity-activated reverse movement backup alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no solid waste (e.g., Garbage, Recyclables, or Compostables), liquid wastes (e.g., Garbage or Compostables leachate), or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection, service, and supervisory vehicles the Contractor uses shall be equipped with a minimum ten (10) gallon capacity spill kit. Any collection, service, supervisor vehicles, or Containers not meeting these standards shall not be used within the Service Area until repairs are made.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle, which clearly indicate the vehicle inventory number. The Customer Service phone number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, locations, and phone numbers shall be subject to SeaTac's approval. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, Customer Service phone number, and website address unless otherwise previously approved in writing by SeaTac. Special promotional messages may be permitted upon SeaTac's prior written approval. SeaTac's approval shall be in writing and solely within SeaTac's discretion. In addition, any Contractor vehicle regularly used in SeaTac shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example, B-1, B-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All Contractor collection, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment to reach all collection areas. Collection vehicles shall also be equipped with backup and route-recording cameras integrated with their onboard route management system. All collection vehicles shall have global positioning systems (GPS) and an onboard computer and data tracking system to track route progress and log non-setouts, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time.

The Contractor shall provide to SeaTac, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in the performance of this Contract (including address and purpose of the facility). The Contractor will provide an updated inventory by April 2025/June 2026 with all permanent contract vehicles and may change vehicles and facilities occasionally and shall include the revised inventory in the monthly report provided in Section 4-3-512.6.

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. SeaTac reserves the right to inspect any vehicles serving this contract for compliance with this and other section and reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

Failure to comply with this section shall be cause for performance fees as described in Section 14.1.

6.2 General Container Requirements

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

Single-family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial container of Garbage collection service, except for compacting Drop-box Containers, which may be Customer-owned or Customer-leased from other sources.

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 intended material for the Container. The Container must also be labeled with the size capacity and material preparation requirements. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name unless SeaTac provides written permission.

Plastic bags or Cans may be used for excess volumes of Garbage but not as a Customer's primary container. In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to or unrequested removal of Customer-owned Containers.

Failure to maintain clean, sanitary, and properly painted and labeled Containers shall be cause for performance fees as described in Section 14.1.

6.3 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide ten (10), twenty (20), thirty-two (32) or thirty-five (35), forty-five (45), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. SeaTac shall transfer ownership of existing in-place Carts to the Contractor, and the Contractor shall re-label all Carts no later than ninety (90) Days after the start of the Contract. All Carts shall be manufactured from at least fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, the Contractor shall replace the sticker within seven (7) days of being notified by the Customer or SeaTac. Failure to provide Carts as described in this section shall be subject to Performance Fees as described in Section ~~6.4~~14.1.

The Contractor shall maintain all Contractor-provided Carts 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.

Collection crews shall note missing or damaged lids, damaged hinges, holes, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall be made within seven (7) days at the Contractor's expense. Any Cart damaged or missing due to an accident, collection truck mechanical error, an act of nature or the elements, fire, theft, or vandalism by a third-party shall be replaced no later than three (3) business days after notice from the Customer or SeaTac. If a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, the Contractor will notify the Customer of the incident that same day via a door knocker tag, phone call, or email and provide a replacement Cart within one (1) business day of the loss. Replacement Carts may be used and reconditioned but shall be presentable and cleaned before delivery to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

If a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to SeaTac. SeaTac shall then attempt to resolve the problem. If the problem continues, the Contractor may charge the Customer a SeaTac-approved Container repair or replacement fee, provided SeaTac provides previous written approval.

6.4 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install one (1), one and a half (1.5), two (2), three (3), four (4), six (6), and eight (8) cubic yard Detachable Containers, and ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), and forty (40) cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) business days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance and 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 following Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers three (3) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Containers found to be out of compliance (e.g., leak, jagged edges, holes, missing wheels, missing or damaged lids, etc.) shall be replaced within one (1) business day of notification or be cause for performance fees as described in Section ~~6-114.1~~.

Drop-box Containers shall be all-metal and, if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

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

As between the Contractor and SeaTac, all Containers on Customers' premises are at the Contractor's risk and not SeaTac's. The Contractor shall repair or replace within one (1) business day any Container that was supplied by or taken over by the Contractor and was in use if SeaTac Code Enforcement Officer, County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or significantly sloped hills, the Contractor shall make a good-faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately before and after collection. Any disputes arising between the Contractor and a Customer regarding what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to SeaTac, and SeaTac's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Containers shall not be placed by the Contractor ~~or kept for use by the Customer~~ on any Public Street. ~~As between SeaTac and Contractor, a Any~~ Container located on any Public Street at any time is at the Contractor's risk, not SeaTac's. Any Container located in Public Street ~~violates this section and~~ shall immediately be removed upon SeaTac's request.

The Contractor shall supply Customer Containers, except compactors. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on personal Containers upon request. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment; however, Containers owned or secured by Customers must be properly labeled to be eligible for collection. The Contractor is not required to service incompatible Customer Containers.

If a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a SeaTac-approved Container repair or replacement fee to that Customer, provided SeaTac provides prior written approval.

6.5 Container Ownership

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

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

SeaTac accepts 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 warranty of merchantability. As between SeaTac and the Contractor, SeaTac assumes all risks of loss or liability on account of SeaTac’s exercising of its rights under this ~~section~~ [Section 6.5](#) or any use made of any such Containers after they become the property of SeaTac or assignee of SeaTac.

6.6 Container Colors and Labeling

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Compostables Carts shall be green, and Carts and Detachable Containers for Garbage shall be gray. Specific Container colors shall be approved in writing by SeaTac before the Contractor’s order of new Containers.

All distributed Containers shall be labeled with instructional information and contact information, including a Customer Service phone number and website address. SeaTac shall approve all labels before ordering by the Contractor. The label's location on Containers shall be subject to SeaTac’s prior approval. Labels shall be replaced when faded or damaged upon SeaTac’s or the Customer’s request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor shall reproduce and reattach labels on all Containers at its sole expense. SeaTac may, at its option, provide labels to the Contractor to be affixed on the initial and replacement inventory of Carts, and the Contractor shall place the labels on the specified location on each Cart. SeaTac shall reimburse the Contractor the Contractor’s cost of applying SeaTac’s labels.

All Detachable Containers and Drop-box Containers for Garbage or Recyclables collection shall have materials preparation instructions and phone/contact information, including a Customer Service phone number and a website address, printed on a sticker and subject to SeaTac’s prior written approval. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker that indicates no charge for replacement or repair of leaky or broken Containers and provides a phone number to call. Information shall be printed to be easily read by the users on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by SeaTac before ordering by the Contractor. The location of the Container labels shall be subject to SeaTac’s prior written approval.

The Contractor shall relabel containers used for collecting Recyclables from Multifamily and Commercial Customers if labels fade, are unreadable, contain incorrect information, or upon SeaTac’s request for any individual Container.

6.7 Container Weights

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

Any loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

6.8 Container Removal Upon SeaTac or Customer Request

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

6.9 Container Lockability

Upon request of ~~either the a Commercial or Multifamily Customer or SeaTac~~, Containers (including Carts) shall be modified to be lockable and delivered to Customers with locks and keys within three (3) business days of initial request. Locks and keys for Containers or enclosure gates shall be provided to Customers upon request at no additional cost. However, the Contractor may charge for locking/unlocking as this Contract allows at rates set forth in Exhibit B.

7 SINGLE-FAMILY SERVICES

7.1 Single-Family Garbage Collection

7.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by subscribing Single-family Residence Customers in and (properly prepared and contained materials) adjacent to Garbage Carts, Cans, and bags.

7.1.2 Collection Containers

The Contractor shall provide Garbage collection Containers to Customers as part of the Customer-chosen service level at no additional charge. The following service levels shall be offered to Customers:

- ~~1.~~ 1. Ten (10) gallon Garbage Cart;
- ~~2.~~ 2. Twenty (20) gallon Garbage Cart;
- ~~3.~~ 3. Thirty-two (32) or thirty-five (35) gallon Garbage Cart;
- ~~4.~~ 4. Forty-five (45) gallon Garbage Cart;
- ~~5.~~ 5. Sixty-four (64) gallon Garbage Cart; and
- ~~6.~~ 6. Ninety-six (96) gallon Garbage Cart.

The Contractor shall deliver Garbage Containers to Single-family Residence Customers within three (3) business days of the Customer's initial request. Each Customer's initial Container must be a Contractor-provided Container, provided Garbage over the Customer's initial Container may be bundled or placed in a Customer-owned Can or plastic bag.

7.1.3 Specific Collection Requirements

The Contractor shall offer a weekly collection of Garbage at the Customer-chosen service level. The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) or thirty-five (35) gallon Cart.

Carry-out surcharge fees shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access unless otherwise provided for in this Contract. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three collection streams.

Garbage over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer, except excess Garbage collection otherwise authorized under this Contract at no additional charge. Extra charges may be assessed for materials loaded to lift the Container lid over six inches (6") from the normally closed position. Overweight Containers shall be left at the Curb and tagged with written notification as to why it was not collected.

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra 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 one (1) business day before that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Collections shall be made from Single-family Residences regularly on the same day and as close to a consistent time as possible.

The Contractor shall offer Single-family Residential Customers an annual On-call clean-up program that allows each Single-family Customer to place additional ~~garbage~~ Garbage and/or ~~bulky items~~ Bulky Items at the Curb for collection. Additional Garbage will be collected on the Customer's next regular collection day unless requested by the Customer for a future collection day and Bulky Items shall be collected on a date arranged for between the Contractor and Customer. This free program includes up to one (1) cubic yard of Garbage, provided that any individual item, bag, or box is no larger than three feet (3') by three feet (3') plus up to three (3) bulky items such as couches or large chairs.

The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year unless they pay for regular Extra Units or Bulky Waste collection service at rates provided in Exhibit B.

7.2 Single-family Recyclables Collection

7.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residences Customers as part of Garbage collection services at no additional charge. The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by SeaTac. Except for Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2').

SeaTac 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 Exhibit C list.

7.2.2 Containers

The Contractor shall provide Recycling collection Containers to Customers at no charge. The default Recycling Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard ninety-six (96) gallon Recycling Cart. A Customer may request and receive one additional Recycling Cart from the Contractor at no additional charge. Additional Carts above the two provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The Contractor shall deliver Recycling Carts to new Single-family Residence Customers, Customers requesting replacements or additional Carts, or Customers that had previously rejected their Recycling Cart within three (3) business days of the Customer's initial request.

7.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur every other week on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences regularly 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.

The Contractor shall collect all Residential Recyclables from Single-family Residences placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to use their Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables other than those listed in Exhibit C. If large quantities of Residentially generated cardboard (e.g., moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

7.3 Single-family Compostables Collection

7.3.1 Subject Materials

Residential Compostables shall be collected from all participating Single-family Residences Customers as part of Garbage collection services at no additional charge.

7.3.2 Containers

The Contractor shall provide Compostables collection Containers to Customers at no charge. The default Compostables Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Compostables Carts on request to those Single-family Residence Customers requiring less capacity. The first Compostables Carts shall be provided as part of the service. The Contractor shall provide additional Compostables Cart service at the rate provided in Exhibit B. The additional Cart service includes the provision of the Cart, collection, and composting costs. Customers may also rent additional Compostables Carts without service (rental only) at the rate provided in Exhibit B, then pay the appropriate Extra Compostable rate provided in Exhibit B.

The Contractor shall deliver Compostables Carts to Customers within three (3) business days of the Customer's initial request. The Contractor shall offer an annual cleaning of Compostables Carts at no

additional charge upon Customer or SeaTac's request. Additional cleaning shall be available to Customers at the charges listed in Exhibit B.

Compostable service Customers shall be provided a kitchen Food Scraps composting starter kit upon request, including a kitchen container, one roll of compostable bag liners, and instructional materials. SeaTac shall approve the contents of the starter kit before distribution. Customers shall be limited to one starter kit per Customer.

7.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected every other week on the same day as Residential Garbage and Recyclables collection. Collections shall be made from Single-family Residence Customers regularly on the same day and as close to a consistent time as possible.

Food Scraps shall be contained in the initial Compostables Cart, and only Yard Debris shall be placed in bags, bundles, or Cans. Extra Yard Debris material that does not fit the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their Containers for excess Yard Debris shall be provided, upon Customer request, with durable labels by the Contractor that clearly identify the Container's contents as Yard Debris.

Upon direction from SeaTac, for two (2) collection cycles immediately following a SeaTac-designated storm event, up to ninety-six (96) additional gallons of Compostable storm debris shall be accepted with regular quantities of Compostables without additional charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. This service shall be limited to no more than three (3) events over the life of this Contract.

The Contractor shall collect unflocked, undecorated, natural Christmas trees from Residential Customers at no additional charge on their regularly scheduled collection day. Trees shall be no greater than four feet (4') in length.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided.

8 MULTIFAMILY AND COMMERCIAL SERVICES

8.1 Multifamily and Commercial Garbage collection

8.1.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

8.1.2 Containers

Multi-Family Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and two (2) through six (6) cubic yard compacted Detachable Containers. Containers shall be provided to Customers at no charge as part of service, except for compacting Containers or unless otherwise set forth in this Contract and directed by SeaTac. The Contractor shall collect customer-

owned or Customer-leased Detachable Container compactors unless the Container is incompatible with the Contractor's equipment.

Materials over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at rates set forth in Exhibit B. Extra charges may be assessed for materials loaded to lift the Container lid in excess six inches (6") from the normally closed position. 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 front-load and rear-load Detachable Containers to service Multifamily and Commercial Customers; however, not all collection sites within the 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 the front-load collection is feasible.

The Contractor shall deliver containers to requesting Multifamily and Commercial Customers within three (3) business days of the Customer's initial request.

8.1.3 Specific Collection Requirements

Collections from both Multifamily and Commercial Customers shall be made regularly on the same day and as close to a consistent time as possible.

The Contractor may charge for locking/unlocking Containers and/or enclosures at rates listed in Exhibit B. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Garbage collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers a stand-by fee for each minute after five (5) minutes at a rate consistent with Exhibit B.

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

8.2 Multifamily and Commercial Recycling Collection

8.2.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers utilizing permanent Drop-box Collection services) shall be collected as part of the Garbage collection services without extra charge. The Contractor may decline to collect Recyclables if the Container in which the Customer places them contains ~~Excluded Materials~~[Unacceptable Waste](#) or other materials that do not conform to the Recyclables definition or do not meet specifications.

8.2.2 Containers

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

The Contractor shall encourage and promote participation in Recyclables services and recommend appropriate relative Container sizes through its site visit and evaluation process. The Contractor shall encourage using Detachable Containers instead of multiple Carts at Multifamily sites where more than one (1) cubic yard of Recycling capacity is provided unless constraints favor the use of Carts. The Contractor shall provide locked slotted lids for all Detachable Containers for Multifamily Recyclables. The Contractor shall deliver containers used for collecting Recyclables to requesting Customers within three (3) business days of the Customer's initial request.

8.2.3 Specific Collection Requirements

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time.

The Contractor shall not be required to provide Recycling capacity greater than two hundred percent (200%) of each Customer's subscribed Garbage collection volume. A 3-to-1 ratio shall be used for calculating volumes for compaction-based Garbage services. Any additional recycling may be fee-based as negotiated between the Customer and the Contractor or other service providers.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Recycling collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

8.3 Multifamily and Commercial Compostables Collection

The Contractor shall provide ~~subscription based (user fee based)~~ Compostables collection services to requesting Multifamily and Commercial Customers ~~at the rates defined in Exhibit B.~~ The Contractor shall ~~also~~ provide ~~initial~~ embedded (no fee) Compostables Cart services, of up to two Carts collected weekly or one Cart collected twice per week per account, ~~for up one hundred (100) total accounts at a time, either to all requesting Multifamily or Commercial Customers, lasting up to one year per Customer.~~ The Contractor shall charge the rates defined in Exhibit B for Compostable services provided beyond the embedded services described above. Commercial Customers may also obtain Compostables collection services from any service provider.

8.3.1 Subject Materials

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

The Contractor shall provide a collection of unflocked, undecorated, natural Christmas trees from Multifamily Customers at no additional charge. Trees must be no greater than four feet (4') long. Customers may place trees for collection each calendar year within the first two weeks of the Compostables collection.

8.3.2 Containers

Containers shall be provided to participating Customers as part of the service with no additional Container rent or delivery charges. The Contractor shall offer thirty-two (32) or thirty-five (35) gallon, sixty-four (64) gallon, and ninety-six (96) gallon Compostable Carts, plus one (1) and two (2) cubic yard Detachable Containers.

The Contractor shall provide compostable cart liners for all Multifamily Carts at no charge and for requesting commercial customers for the fee listed in Exhibit B. The liners shall be approved by the Contractor's composting facility.

The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer ~~or SeaTac's~~ request. Additional cleaning shall be available to Customers upon request at the charges listed in Exhibit B. Compostables Carts shall be delivered by the Contractor to Multifamily and Commercial Customers within three (3) business days of a Customer's initial request.

8.3.3 Specific Collection Requirements

Multifamily and Commercial Customer Compostables collection shall occur weekly or twice weekly, as subscribed for and requested by the Customer. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time, as possible.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) ~~Carts-Containers~~ up to twenty-five feet (25') for collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a ~~Cart-Container~~ over twenty-five feet (25') to reach the collection vehicle at its nearest point of access.

9 OTHER COLLECTION SERVICES

9.1 Drop-Box Container Garbage Collection

9.1.1 Subject Materials

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

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for Recycling services per Section 8.2. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor will charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

9.1.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 6.4. The Contractor shall service customer-owned or Customer-leased Drop-Box Container compactors unless the Container is incompatible with the Contractor's equipment.

9.1.3 Specific Collection Requirements

The Contractor shall collect full Drop-box Containers on the same business day if the call center receives the request by 10 am and no later than the next business day if the request is received after 10:00 am. However, the Contractor shall collect full Drop-box Containers at the Port of Seattle within two hours of any service request received from 7 am to 7 pm and with 4-hours of a request from 7pm to 7am. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer when collecting the full Drop-box Container. 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 one (1) business day of their initial request.

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

9.2 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 three (3) business days after the Customer's initial request. The temporary Detachable Container service charges listed in Exhibit B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include Recycling or Compostables collection and shall not exceed ninety (90) days unless the Customer has their Container hauled less than once per calendar month, in which case they will continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) days shall subscribe to regular combined Garbage and Recycling.

9.3 Special Event Services

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

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

The Contractor shall provide special event services at no charge for the SeaTac sponsored Fourth of July event.

9.4 On-call Bulky Waste Collection

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

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

Customers must place Bulky Waste at the regular Garbage collection location no more than twenty-four (24) hours before collection. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal appliances unless another arrangement is approved in writing by SeaTac and to make a reasonable effort to recycle all other materials collected.

On-call Bulky Waste collection must occur during the hours and days specified in Section ~~4.54.4~~, except that Saturday collection is permissible if it is more convenient for Customers. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was disposed of or recycled. This log shall be provided to SeaTac monthly under Section 12.6.

9.5 Excluded Services

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

10 CITY SERVICES

10.1 Municipal Services

The Contractor shall provide the services in this section at no additional charge to Customers or SeaTac. The total value of municipal services provided in this section shall be increased or decreased by a proportional amount reflecting increases or decreases in annual revenues received by the Contractor. If the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, SeaTac will either pay for the additional value of services, limit the provision of services to additional facilities, or adjust the Contractor's rates to reflect the excess cost to Contractor in providing such services.

The Contractor shall provide Garbage, Recyclables, and (as appropriate) Compostables collection to all SeaTac municipal facilities and parks as a part of this Contract and at no additional charge. These facilities include the following:

| FACILITY | ADDRESS |
|------------------------------------|-----------------------------------|
| North SeaTac Park Community Center | 13735 24 th Ave S. |
| Angle Lake Park | 19408 S. International Blvd |
| SeaTac City Hall | 4800 S 188 th Street |
| SeaTac Maintenance Facility | 2000 S. 136 th Street |
| SeaTac Fire Department: Station 45 | 2929 S. 200 th Street |
| SeaTac Fire Department: Station 46 | 3521 S. 170 th Street |
| SeaTac Fire Department: Station 47 | 3215 S. 152 nd Street |
| SeaTac BMX Track | 1855 S 136th St, SeaTac, WA 98168 |

At any time during the term of this Contract, SeaTac may add facilities that are owned by SeaTac. Upon reasonable notice to the Contractor, additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within SeaTac Service Area and municipal facilities in future annexation areas covered by this Contract.

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

If SeaTac is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates, and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to SeaTac at no charge.

10.2 Street Litter, Recycling, and Compostables Services

Upon request, the Contractor shall ~~provide a collection of~~ procure, install, maintain, and service up to 40 on-street litter (Garbage), ~~Recyclables, and/or Compostables~~ Containers with liners within the SeaTac Service Area at no charge. ~~Litter Containers shall be collected as Garbage, Recyclables Containers shall be collected as Recyclables, and Compostable Containers shall be collected as Compostables. The Contractor shall provide and install plastic liners for litter and Recyclables Containers and compostable liners for Compostable Containers.~~

On-street Containers shall be collected on the schedule set by SeaTac for each Container. Collection frequency for each Container may be variable between three times per week and every other week, at SeaTac’s option. Containers may be collected on either Commercial or Residential routes, provided that

the Contractor times collection to minimize disruptions to traffic flow and does not service the litter containers during peak traffic times.

If SeaTac requests immediate collection of an overflowing Container, the Contractor shall collect that Container on the same day of notification, provided that notification is provided before 5:00 pm.

10.3 City Drop-off Collection Events

The Contractor shall host with SeaTac two special drop-off collection events for SeaTac residents annually. At each event, the Contractor shall provide Drop-boxes and/ or Detachable Containers for ~~scrap metal, cardboard, porcelain, and one 6-yard container for garbage at no additional charge. white goods, bulky items such as furniture, mattresses/springs, recyclables, and other items approved by SeaTac. The Contractor shall provide all equipment, staffing, collection, promotional/outreach, transportation, and recycling and/or disposal fees at no additional charge to SeaTac for the first ten (10) hauls at the event. Additional hauls and disposal fees, if requested by SeaTac, shall be paid at Contract rates.~~

10.4 Code Enforcement Clean-up Events

The Contractor shall deliver, haul, and dispose of up to ten (10) Drop-box Containers ~~per year~~ without charge to SeaTac for clean-up events. SeaTac may specify any sized Container consistent with the Contractor's Drop-box Container inventory. The Contractor shall recycle or compost all Source-separated materials.

Commented [AL1]: Per the meeting between Recology & City on 3/7, the contractor is to provide containers for 10 code enforcement clean ups throughout the term of the contract (rather than per year).

10.5 Other City Services

The Contractor may occasionally provide other regularly scheduled or one-time services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall notify the City and propose a Customer rate for the service. Upon prior approval of the City, the Contractor may proceed to offer that service.

11 CUSTOMER SERVICES

11.1 Customer Service Functions

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

1. Answering Customer phone calls, texts and electronic requests;
2. Requesting (at start of service) Customer's preference for notification of service changes via out-dialer calls, texts, or e-mails;
3. Informing Customers of current, new, and optional services and charges;
4. Handling Customer subscriptions and cancellations;
5. Receiving and resolving Customer complaints;
6. Dispatching Drop-box Containers, temporary Containers, and special collections;
7. Billing;
8. Maintaining and updating regularly as necessary a user-friendly internet website; and

9. Maintaining and updating regularly as necessary a user-friendly mobile app.

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

11.2 Customer Service Location and Staffing

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site. Call center operations may be remotely provided but shall be based within the United States of America. The Contractor's call center shall be open and available with Customer Service representatives during Call Center Hours. Customer calls shall be taken during Call Center Hours by a person, not by voicemail. Outside of Call Center Hours, the Contractor shall have an answering or voicemail service available to record messages from all incoming phone calls.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by SeaTac. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for SeaTac's use during all hours, including normal Office Hours. Inability to reach the Contractor's staff using the emergency phone numbers shall be cause for performance fees under Section ~~6.114.1~~.

During Call Center Hours, the Contractor shall maintain sufficient call center staff to answer and promptly handle customer complaints and service requests. If incoming phone calls are necessary, the Contractor shall increase staffing levels to meet Customer Service demands. The Contractor shall provide and publicize a phone number capable of handling service-related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests promptly made by methods other than phone, including letters, text messages, or electronic messages. If staffing is deemed insufficient by SeaTac to handle Customer complaints and service requests promptly, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall maintain in-person customer service and bill pay support at a nearby Recology ReStore available during regular hour for any SeaTac customers.

The Contractor shall provide additional staffing during the Transition and Implementation Period, especially from six (6) weeks before the Date of Commencement of Service, through the end of the fourth (4th) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Staffing levels shall be subject to SeaTac's prior review and approval during the Transition and Implementation Period. The Contractor shall receive no additional compensation for increased staffing levels during the Transition and Implementation Period.

11.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date, and manner of resolution of the complaint or service request in a computerized daily log. Any calls received through the Contractor's non-Call Center Hours voicemail or

answering service shall be recorded in the log no later than the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic 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 SeaTac, or its designated representatives, during the Contractor's Office hours and shall be in a format approved by SeaTac. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or another SeaTac-approved format) of software to SeaTac with the monthly report.

11.4 Handling of Customer Calls and Texts

All incoming phone calls or email shall be answered promptly and courteously, with an average answer speed of less than ~~thirty-two~~ (30) seconds. No phone calls shall be placed on hold for more than two (2) minutes per occurrence monthly, and no more than ten percent (10%) of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages applicable to services provided under this Contract and not mislead customers.

The Contractor shall either adapt its existing call center telephone system or provide a separate number for Customer who prefer to use texting or email for service questions or requests.

A Customer shall be able to talk directly with a Customer Service representative when calling the Contractor's Customer Service phone number during Call Center Hours without navigating an automated phone answering system that takes longer than sixty (60) seconds to navigate. Customer Service representatives shall provide accurate and applicable information and shall not provide confusing, inaccurate, or misleading information. An automated voicemail or phone answering system may be used outside Call Center Hours.

11.5 Customer Service Monitoring and Corrective Measures

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine overall Customer satisfaction with the Contractor's services. Monitoring and evaluation methods may include random Customer surveys, periodical monitoring of customer service, call monitoring by supervisors, call management reports, and other methods. The Contractor shall monitor its program and ensure that high levels of customer service are demonstrated throughout the contract period. A record of all monitoring and evaluation programs shall be maintained and forwarded to the City upon request.

Upon the receipt of Customer complaints regarding busy signals or excessive delays in answering the phone, SeaTac may request the Contractor submit a plan to SeaTac for correcting the problem. SeaTac must approve the plan. During the Transition and Implementation Period, the contractor shall have seven (7) days to implement corrective measures. After the Transition and Implementation Period, the Contractor shall have thirty (30) days to implement the corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective

measures shall result in possible performance fees according to Section 14.1 assessed against the Contractor.

11.6 Contractor Website

The Contractor shall maintain a mobile-friendly website containing information specific to SeaTac's collection programs, including the following information at a minimum:

1. Contact information, noting available hours for each contact method;
2. Collection schedules;
3. Current day of collection map;
4. Material preparation requirements;
5. Available services and options;
6. Rates and fees for all sectors and services;
7. Holiday schedules and resulting delays in collections;
8. Inclement weather service changes;
9. Current education and outreach materials;
10. Translation options are available; and
11. Other relevant service information for its Customers.

The Contractor's website shall provide the following functions for Customers:

1. Obtain day-of-service information;
2. Report issues and receive a tracking number or other method to monitor progress on their issue;
3. Connect and speak to a Customer Service agent;
4. Chat/instant message with a Customer Service agent rather than talk if desired;
5. Review and pay bills;
6. Manage services; and
7. Switch service levels or order additional services;

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The Contractor shall provide a knowledgeable and proficient communications manager among its local staff responsive to SeaTac's request(s) for changes to the Contractor's website. The website design shall be usability tested and then submitted to SeaTac for approval a minimum of three (3) months before the Date of Commencement of Service of this Contract, and then changes shall be subject to SeaTac's prior approval throughout the term of this Contract. Changes requested by SeaTac consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by SeaTac of a textual nature that is 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 implemented as soon as possible but not more than three (3) hours from of the time of the request. Changes requested by SeaTac that include a graphical component must be implemented within five (5) Days of the time of the request.

The Contractor shall provide timely updates to the website and links to SeaTac's website, regularly checking that all links are current. The website shall include the information requested by SeaTac translated into the top three (3) languages spoken in SeaTac (English, Spanish, and Ahmaric/Somali), as well as, upon SeaTac's request and identification of applicable languages, all languages spoken by over

five percent (5%) of SeaTac's population. Upon SeaTac's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. To the extent permitted by applicable law, any Customer data collected while performing functions of this Contract shall be provided to SeaTac upon request but shall not be sold or otherwise provided to any other party.

Failure to include accurate information and/or required information on the Contractor's website shall be cause for performance fees as described in Section 14.1.

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

The Contractor's Customer Service representatives shall fully know all collection services available to Customers, including those available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector from where the Customer is calling. For existing Customers, the representatives shall explain new services and options and resolve recycling issues, collection concerns, missed pickups, Container deliveries, disposal, and recycling options for items not accepted by the Contractor and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Garbage, Recyclables, and Compostables preparation specifications. The Contractor will forward SeaTac-related policy questions to SeaTac.

The Contractor shall provide SeaTac with internal Customer Service representative training and support information specific to SeaTac to allow SeaTac to review and check information provided to Customer Service representatives and, in turn, provided to Customers. 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. Any revisions to these materials shall be approved in writing (email is acceptable) by SeaTac before being used by Customer Service representatives.

11.8 Customer Communications

All Customer communications (other than emergency announcements and routine service and billing interactions with individual Customers) shall be reviewed and approved by SeaTac before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, social media, website, mailed materials, printed materials, translated materials, and other avenues of planned communications.

SeaTac and Contractor recognize that Customer preferred languages and communication preferences 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 phone-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. SeaTac 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.

11.9 Customer Billing Responsibilities

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

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows the Customer to set up autopay and receive an email or text notification of the amount and draw date of the payment without requiring the Customer to navigate to the Contractor's website to obtain that information.

The Contractor shall be responsible for the following:

1. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
2. Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
3. 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;
4. Generating bills that clearly state the date at which late fees will be assessed for non-payment;
5. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by SeaTac;
6. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or wire transfer. No transaction fees may be levied on any Customer payments;
7. Accepting, processing, and posting payment data each business day;
8. Accepting bill inserts from SeaTac for specific Customer sectors;
9. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for not less than six (6) years from the end of the fiscal year following current Washington State record retention laws and with SeaTac's record retention policy, whichever is greater. Data shall be kept in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history;
10. Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
11. Collecting unpaid charges from Customers for collection services; and
12. Implementing rate changes as specified in Section ~~5-313.3~~.

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 SeaTac with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site, or electronic media upon request. SeaTac shall have unlimited rights to use such account servicing database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or provide information to successor contractors.

The Contractor shall provide SeaTac with a paper and/or electronic copy of requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status no later than seven (7) days after a written request.

11.10 Service Stops

Single-family Residential Customers shall have the option of stopping collection services if their Residence will be vacant for more than four (4) consecutive weeks. The Customer shall not be charged for regular services during the service stop period; however, the Contractor may charge a standby fee as provided in Exhibit B for service stops exceeding ninety (90) Days.

12 COORDINATION WITH CITY

12.1 City Customer Service

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

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

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed and shall return messages (phone, mobile messaging, or email) within four (4) hours of SeaTac's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

Should the Contractor fail to meet SeaTac's expectations for Customer Service as described herein, the Contractor shall be assessed performance fees under Section 14.1.

12.2 Planning and Building Design Review

Upon request and without additional charge, the Contractor shall make available site planning assistance to either SeaTac and Customers or potential Customers and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

12.3 Performance Review

Upon reasonable notice to the Contractor, SeaTac may review the Contractor's performance under this Contract. If conducted, the performance review shall include but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including [collection reliability standards under Section 4.10, container delivery and maintenance standards under Sections 6.3 & 6.4, Customer Service standards under Section 11.3, and performance compliance under Section 14.1](#). The Contractor agrees to fully cooperate with the performance review and work with SeaTac staff and consultants to ensure a timely and complete review process.

SeaTac shall present the performance review results to the Contractor within thirty (30) days of completion. Should SeaTac determine that the Contractor fails to meet the Contract performance requirements and standards, SeaTac shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from receipt of notice to correct deficiencies to SeaTac's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, SeaTac may allow the Contractor additional time to comply, accept other remedies for the service failure, or proceed with the contract default process under Section 14.2 of this Contract, at SeaTac's sole option.

The costs of the development and implementation of any action plan required under this Section 12.3 or Section 14.1 to address failures on the part of the Contractor to perform under the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or SeaTac, or included in rates or fees charged Customers.

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

12.4 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with SeaTac in person or via phone/video conference, at SeaTac's option, weekly during the Transition and Implementation Period 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, [including, but not limited to, performance relative to collection](#)

reliability standards under Section 4.10, container delivery and maintenance standards under Sections 6.3 & 6.4, Customer Service standards under Section 11.3, and performance compliance under Section 14.1. The Contractor shall report on these standards and performance, along with Performance Improvement Plans for any service standards not met during the prior month, with the monthly report in Section 12.6

SeaTac may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with SeaTac by coordinating the Contractor's operations with SeaTac's periodic monitoring to minimize inconvenience to Customers, SeaTac, 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. SeaTac's review of Contractor activities and records shall occur during normal Office Hours and be supervised by the Contractor's staff.

12.5 Emergency Response

The Contractor shall assist SeaTac in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon SeaTac's direction and paid at the Contract rates in Exhibit 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 12.6. The Contractor shall maintain such records and documentation consistent with SeaTac's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA) and, at SeaTac's request, shall assist SeaTac in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

12.6 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to SeaTac. The Contractor report formats may be modified occasionally at SeaTac's request at no additional charge to SeaTac. In addition, the Contractor shall allow SeaTac access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage, Recyclables, and/or Compostables facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the Contract terms are met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel. Links to websites or company database functions do not fulfill the requirements of this section.

Information received by SeaTac ~~and in the Contractor's possession~~ shall be subject to existing laws and regulations regarding disclosure, including the Public Records Act, RCW Chapter 42.56, and shall be subject to the provisions of Section ~~8-615.7~~ below.

Misrepresentation by the Contractor in records or reporting or failure to provide the required reports on time shall be cause for performance fees as described in Section ~~6-14.1~~.

12.6.1 Monthly Reports

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21st) Day of the following month. Reports shall be submitted in an electronic format approved by SeaTac and certified as accurate by the Contractor. At a minimum, reports shall include a report for each of the following topics that are clearly labeled and identified by topic:

1. A log of all Customer missed services and other complaints, including Customer name, property name, address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level/Container size and service frequency.
3. Summary of missed collections, by sector, relative to Contractor reliability standard for missing fewer than 0.75 collection stops per 1,000 services.
4. The Contractor's Customer Service phone system reports total call volume, total calls answered, call hold time, and average answer speed.
- 3-5. Performance Improvement Plan to confirm Contractor actions and timelines to rectify any performance failures or service standards not met.
- 4-6. The website utilization report shows the total number of Customers managing their services online, the number of messages received on the website, site usage data, and other data or information as SeaTac may require for internal reporting purposes.
- 5-7. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. Drop-box tonnage shall be separated and shall include the total number of hauls. The summary shall include program participation statistics, including a summary of Multifamily and Commercial participation in Recyclables and Compostable Services and set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g., appliances, etc.), reporting item counts are sufficient. The summary shall include the facilities' names for all materials and tonnage delivered to each facility.
- 6-8. Total billed revenue, aggregate Fixed Annual Charge component collected with Administrative Fee and excise tax on Administrative fee removed, and the Fixed Annual Charge payments made to the County;
- 7-9. A description of any vehicle accidents, infractions, and reported leaks.
- 8-10. A description of any changes to collection routes, Containers, vehicles (including the identification of backup vehicles not meeting contract standards with the truck number and date of use), Customer Service, or other related activities affecting the provision of services.
- 9-11. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
- 10-12. Description of any promotion, education, and outreach efforts, including samples of materials, results of site visits and container audits, and summary of any customer feedback or response.
- 11-13. Detailed report on multi-family and commercial contamination monitoring and container or site audits, with audit results and follow-up, listing of tagged Recyclables or Compostables Containers, and description of follow-up Contractor activity with tagged customers.
- 12-14. A description of Contractor activities and tonnages for SeaTac's services and events.

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

12.6.2 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 summary of Recyclables and Compostables processed by commodity produced, including contamination levels and processing residues disposed of as Garbage, end products and destinations for the commodities, the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for commodity values may be reported based on published market indices or local market prices for commodities sold.
3. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation and the volume of Recyclables and Compostables collection programs.
4. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
5. A discussion of promotion, education, outreach efforts, and accomplishments for each sector.
6. An inventory of current collection vehicles and other major equipment, including model, year, make, VIN or serial number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
7. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
8. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section ~~4.3.5~~11.3. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
- ~~8.9~~ Documentation of certified Renewable Natural Gas purchased for servicing SeaTac.
- ~~9.10~~ A sustainability report including sustainability initiatives for relevant local collection and processing operations and regional policy support.

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

12.6.3 Ad Hoc Reports

SeaTac may request and receive from the Contractor up to six (6) ad hoc reports each year at no additional charge to SeaTac. These reports may include Customer Service database tabulations to identify specific service levels, participation patterns, or similar information. Reports shall be provided in a SeaTac-defined format and compatible with Microsoft software (or other SeaTac-approved software)

within thirty (30) days of the request. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

12.6.4 Other Reports

If SeaTac requests, the Contractor shall provide daily route information for all service sectors and collection streams to evaluate potential collection system changes during the Contract Term.

12.7 Customer Outreach and Assistance

The Contractor, at its own cost and SeaTac's direction, 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, distributing SeaTac-developed promotional and educational pieces at SeaTac's direction, and implementing ongoing recycling promotions, education, and outreach programs at the direction of SeaTac, at no cost to SeaTac. Broad-based customer outreach will not exceed one promotional effort per quarter with each customer segment.

The Contractor shall deliver an annual comprehensive service guide to all Single-family Residential, Multifamily, and Commercial Customers each year. The default distribution shall be a paper copy delivered to the Customer, with a Customer option to receive the service guide electronically instead of a paper copy. The service guide shall include, at a minimum, the following information:

1. Proper preparation and disposal of Garbage, Recyclables, and Compostables, including the requirement that lids open more than six inches will be charged for extras;
2. Rates information, including availability of utility tax relief to low-income households;
3. On-call clean-up program, on-request kitchen Food Scraps starter kit, and other no-cost services from this Contract;
4. Disposal options for difficult-to-recycle items and Hazardous Wastes;
5. Collection guidelines;
6. Contractor service promise and commitments;
7. Contact information options for routine service and billing request;
- ~~6-8.~~ Additional contact options for elevated, recurring or unresolved service gaps;
- ~~7-9.~~ Translation resources;
- ~~8-10.~~ Assistance available from the Contractor; and
- ~~9-11.~~ Any other pertinent information as directed by SeaTac.

New Customers shall receive a welcome packet of materials from the comprehensive service guide for their sector. Customers may choose an electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days. The Contractor will purchase and provide up to 1,000 kitchen Food Scrap starter kits (with 3-gallon buckets) to requesting single-family or multifamily residences and up to 100 kitchen kits (with 33-gallon in-house cans) to requesting businesses.

The Contractor shall designate one full-time Waste Zero Specialist working full time to support service diversion outreach in SeaTac. Each September, beginning in 2024, the Parties shall jointly plan the Contractor's specific programs for customer education, site assistance and contamination reduction for the following year, including adjustments in materials and/or targeted audiences.

Recycling contamination follow-up shall include, at a minimum, recycling container monitoring onsite and/or at the recycling facility and steps to eliminate repeat contamination, including site education and

potential customer fines, as agreed by the Parties. The Contractor shall provide in person outreach and assistance to all new sign-ups for Multifamily and Commercial Compostables Collection. The Contractor shall provide waste audits, contamination monitoring, and ongoing targeted outreach to all high-volume producers.

The Contractor shall provide and promote an online survey to all residential and commercial customers annually requesting input on services, including, but not limited to satisfaction with collection services and customer contact, desired changes or improvements, diversion behaviors and demographics. The first survey will be completed by December 2024 to inform 2025 customer outreach.

The Contractor shall contact the manager or owner of all Multifamily sites within the Service Area by phone annually or electronic communication to encourage Recycling and Composting participation, address concerns, space or contamination problems, and inform the manager or owner of all available Recycling and Composting services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with SeaTac staff and/or consultants hired to conduct outreach and education and provide technical assistance. The Contractor shall provide copies of educational materials, including translated versions, and up to 1,000 reusable tote bags per year for residents upon request of SeaTac or the Multifamily manager or owner.

Promotion and education materials may include inserts in Garbage bills, newsletters, e-newsletters, email blasts, social media posts, website content, cart hangers/tags, door hangers, postcards, interior posters, exterior signs, and other avenues directed by SeaTac. SeaTac may elect to assist the Contractor with developing promotional material layout and text as staff time allows; however, the Contractor shall be responsible for all design and development work, subject to SeaTac's approval.

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

Public Education will play an important role in this process. The Contractor and the City shall work together to conduct workshops, visit with Customers, and develop and implement a high-quality public education campaign. The outcomes and results of these efforts will be tracked and reported to the City by the Contractor.

The Contractor shall provide translations of the proper preparation and disposal of Garbage, Recyclables, Compostables, and other educational outreach materials in the top three (3) languages spoken in SeaTac and upon notification and request by SeaTac to the Contractor, any additional languages identified by SeaTac as spoken by over five percent (5%) of SeaTac's population.

Promotion, education, and outreach materials shall be clear, accurate, reflective of the Contract and industry, contain professional visual graphics, be free of misleading information or typographical errors, and include translation information. All promotion and education materials provided to Customers by the Contractor shall be approved in advance by SeaTac. The Contractor shall provide SeaTac with a minimum of a one (1) week advance review period for SeaTac-specific social media posts, email blasts, and electronic promotion, and a minimum of a two (2) week advance review period for all printed materials. All edits and design changes shall be completed at Contractor's expense.

All materials shall be printed on a minimum of one hundred percent (100%) post-consumer recycled paper and have sufficient copies to fulfill requests from Customers and SeaTac. Electronic copies of materials shall be provided to SeaTac and posted on the Contractor's website with a file size not exceeding 2 MB.

SeaTac customers shall have access to a nearby Recology ReStore, during regular business hours, to drop off hard to recycle items, such as textiles, light bulbs, electronics, batteries, foam blocks; to receive additional service information, and to pay bills or receive in person customer service.

The Contractor shall attend up to six community events annually in the Service Area to provide an educational booth for event attendees. Events shall be selected in coordination with SeaTac and may include SeaTac-sponsored events/festivals, farmers' markets, block parties, or equivalent gatherings.

12.8 Transition to the Next Contractor

The Contractor shall work with SeaTac and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from SeaTac's previous contractor to SeaTac's new Contractor.

If SeaTac does not elect to retain the Contractor's Containers under Section 6.5, 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 SeaTac. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously to minimize Customer inconvenience.

Upon written request of SeaTac at any time during the term of this Contract, the Contractor shall provide either SeaTac or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to SeaTac in Microsoft Excel format (or another SeaTac-approved format) within seven (7) days of SeaTac's request.

The Contractor's failure to fully comply with this section shall result in the forfeiture of the Contractor's performance bond at SeaTac's discretion.

13 COMPENSATION

13.1 Compensation to the Contractor

13.1.1 Rates

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

SeaTac is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract. Under no circumstance shall SeaTac be responsible for money that the Contractor cannot collect.

The Contractor shall provide a low-income discount of 50% of the total Single-family customer rates listed in Exhibit B. SeaTac will provide the Contractor with a list of eligible SeaTac households based on review and approval by SeaTac, consistent with the utility discount criteria adopted by SeaTac.

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

If the Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to SeaTac in writing, based on an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon SeaTac's written approval, the Contractor may provide the requested services. The Contractor shall not provide unauthorized services or charge unauthorized rates under any circumstance.

13.1.2 Itemization on Invoices

All applicable city, county, and state solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B unless specifically excluded by this Contract. SeaTac's Administrative Fee ~~and Washington Business & Occupation tax~~ shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices. ~~The Fixed Annual Charge component identified on Exhibit B, as amended, shall also be stated separately on Customer invoices.~~

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 markup~~ ~~plus twelve percent (12%)~~ on the disposal component.

~~[The Parties will negotiate final allocation and incorporation or itemization of the customer component of the County Fixed Annual Charge prior to signing the final contract.]~~

The Contractor shall not charge separately for the collection of Source-separated Recycling.

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

The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Exhibit B. The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales

tax charged and listed on Customer invoices. The Contractor shall not separately charge Customers sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 13.3), Garbage collection service level shifts, or other changes affecting the collection system.

13.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. Customers may have their service discontinued, and Containers recovered if the Contractor provides the Customer with ten (10) days prior written notice that service will be discontinued for non-payment.

The Contractor may charge a one-time cart redelivery fee listed in Exhibit B to Customers who want to restart service, who have previously had their service terminated for nonpayment, and who had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g., Garbage, Recyclables, and Compostables).

13.2 Compensation to SeaTac

The Contractor shall pay SeaTac a one-time fee of forty-five thousand dollars (\$45,000) upon Contract execution to cover SeaTac's costs for procuring this Contract.

The Contractor shall also pay SeaTac an Administrative Fee of five and three-tenths percent (5.3%) on or before the fifteenth (15th) day of each month during the term of this Contract, starting the month following the initiation of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The Contractor shall fully participate in any SeaTac billing audit to confirm the Contractor's Customer receipts during any accounting period during the Contract term.

SeaTac may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 13.3. SeaTac 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 by October 1st of each year. If the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the State adjusted excise tax (1.75% in 2023).

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and taxes as described in Section 15.1713, Permits and Licenses.

13.3 Compensation Adjustments

13.3.1 Inflation Adjustments to ~~Collection Fee~~Service Components

The collection fee component of the Contractor's service fees contained in Exhibit B, and the miscellaneous fees and charges contained in Exhibit B that do not have separate disposal fee components, 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 Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index.

Commented [AL2]: Suggestion to modify this heading to be consistent with how we refer to this component throughout this section.

~~If the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. If the CPI index series increases over five percent (5%) year-to-year, the actual adjustment used shall be capped at five percent (5%). Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.~~

Adjustments shall be based on the annual inflation captured in the first half (HALF1) index for the twelve (12) month period ending in June of the previous year. For example, an adjustment to the Contractor's collection service charge, effective January 1, 2025, will be based on the CPI HALF1 index for the twelve (12) month period ending June 30, 2024.

The Contractor shall submit an initial Rate Adjustment Statement by October 31, 2024 for the rates to be charged beginning June 1, 2025, based on the twelve (12) month period ending June 2024. The adjusted rates shall be in effect through December 31, 2025, and shall be included in customers outreach as part of the new Contract roll-out.

Beginning January 1, 2026, Contractor's collection fee component shall be adjusted annually. The Contractor shall submit in writing and electronic form to SeaTac 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, 2025.

An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

Adjustments under this Section 13.3 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall be truncated and not be considered when making adjustments.

13.3.2 Adjustments to Disposal Fees and Charges

~~Annual adjustments shall be made to the Tipping Fee component and Fixed Annual Charge component of Customer charges contained in Exhibit B to reflect increases or decreases in the Tipping Fee or Fixed Annual Charge charged by County to the Contractor.~~

The ~~Tipping Fee~~disposal fee component of each Customer charge, as listed in Exhibit B, shall be adjusted annually by the percentage increase or decrease in the County Tipping Fee for the relevant billing period. The Fixed Annual Charge component for each Customer, as listed in Exhibit B, shall be adjusted annually by the percentage increase or decrease in the County Fixed Annual Charge allocated to Redmond.

~~The amount of each year's Fixed Annual Charge is to be provided by the county to SeaTac and Contractor no later than September 1st of the year preceding in which the Fixed Annual Charge is to take effect.~~

SeaTac's Administrative Fee plus excise tax on the Administrative Fee is included in the rates set forth in Exhibit B. In the event the Administrative Fee or Excise Tax rate is adjusted during the term of this Contract, rates shall be adjusted to pass through the corresponding increase or decrease, shall be added to the Fixed Annual Charge component of the rate annually.

The Contractor's obligation to pay the Fixed Annual Charge components collected from Customers shall extend past the Contract's termination date until the Contractor no longer receives payments from Customers for services provided under this Contract.

Commented [AL3]: Recology proposes eliminating this sentence. The FAC is a County imposed (rather than City imposed) obligation that will survive this agreement irrespective of what fees are collected under this agreement.

If Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 13.3.1 due to changes in law or regulation, or other significant market disruptions, the Contractor may submit to SeaTac a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. SeaTac shall review the request promptly and, after good faith negotiations, may, at its sole discretion, allow the Contractor to increase rates by an amount specified by SeaTac to compensate for increased Compostables processing costs.

13.3.3 Changes in Disposal or Compostables Processing Sites

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

13.3.4 Recycling Commodity Value

SeaTac and Contractor agree that the Contractor rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.

13.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or state taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs over ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to SeaTac. The Contractor and SeaTac shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the amount and the method of

adjustment. "New or changes in existing taxes," as contemplated by this section, shall not include changes in the law under Section ~~5-413.4~~.

13.3.6 *Changes in Service Provision*

If the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of SeaTac, the Contractor shall promptly notify SeaTac in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that SeaTac and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

13.4 Change in Law

SeaTac may adjust rates due to changes in federal, state, [permit requirements](#), or local laws or regulations, the administrative or judicial interpretation thereof, or an order or judgment of [or decision](#) by any governmental authority not addressed otherwise in this Contract that affects the Contractor's costs over ten thousand dollars (\$10,000) in the aggregate annually. The Contractor shall submit a detailed proposal to adjust the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the Customers or SeaTac. The Contractor and SeaTac shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the adjustment amount and method.

14 FAILURE TO PERFORM, REMEDIES, TERMINATION

SeaTac 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 Contract default for more serious lapses in service provision. Section 14.1 details infractions subject to performance fees and Section 14.2 details default provisions and procedures.

14.1 Performance Fees

SeaTac reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor's compliance with the provisions and requirements of this Contract. If SeaTac's inspection and/or reviews reveal that the Contractor has failed to perform any duties of this Contract satisfactorily, SeaTac shall present an incident report to the Contractor detailing such unsatisfactory performance. The Parties 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 perform its duties under this Contract satisfactorily. SeaTac and the Contractor agree that SeaTac's damages would be difficult to calculate in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by SeaTac as a result of the Contractor's failure to perform its duties under this Contract satisfactorily. The performance fees in [this Section ~~6-414.1~~](#) shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.17. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include the following:

| | Action or Omission | Performance Fees |
|----|--|--|
| 1 | Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date. | Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Effective Date. |
| 2 | Collection before or after the times specified in Section 4.4, except as expressly permitted in writing. | Five hundred dollars (\$500) per vehicle on each route. |
| 3 | Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations. | Five hundred dollars (\$500) per Customer site, not to exceed five hundred dollars (\$1500) per vehicle daily. |
| 4 | Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions). A block segment is defined as one side of a street, between cross streets. | Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day. |
| 5 | Failure to collect missed materials within one (1) business day of notification. | One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle. |
| 6 | The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes. | One thousand dollars (\$1,000) per Customer per day. |
| 7 | Rejection of Garbage, Recyclables, or Compostables without providing documentation, including photos, to the Customer of the reason for rejection. | One hundred dollars (\$100) per Customer per day. |
| 8 | Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date. | One hundred dollars (\$100) per Customer per day. |
| 9 | Failure to include SeaTac-authorized customer materials when Containers are delivered to Single-family Residences or failure to affix approved labels on Containers. | One hundred dollars (\$100) per Container. |
| 10 | Failure to maintain clean, sanitary, and properly painted and labeled Containers. | Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection. |
| 11 | Failure to replace a leaking Container within one (1) business day of notification. | One hundred dollars (\$100) per collection day that the Container is not replaced. |

| | Action or Omission | Performance Fees |
|----|---|---|
| 12 | Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify SeaTac within two (2) hours of Contractor knowledge of such release. | Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs. |
| 13 | Failure to maintain Contract-compliant vehicles. | Two Hundred and fifty dollars (\$250) per vehicle |
| 14 | Failure to separate collection of materials from Service Area Customers from non-Service Area customers. | Five thousand dollars (\$5,000) per route per day. |
| 15 | Failure to meet Customer Service answer and on-hold time performance requirements. | Five hundred dollars (\$500) per day. |
| 16 | Failure to meet the service and performance standards listed in Section 4-3-211.4 of this Contract, outside of the Customer service answer and on-hold time, for two (2) consecutive months. | Two hundred and fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days. |
| 17 | Failure to provide accurate information to Customers, including inappropriately directing Customers to contact SeaTac. | One hundred dollars (\$100) per Customer. |
| 18 | Misrepresentation by Contractor in records or reporting. | Five thousand dollars (\$5,000) per occurrence. |
| 19 | Inability to reach the Contractor's staff via the emergency phone number. | Two hundred-fifty dollars (\$250) per day. |
| 20 | Failure to fulfill contract requirements not otherwise addressed. | One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to SeaTac. |

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 SeaTac reserves the right to exercise any and all remedies it may have concerning these and other violations and breaches. The performance fees schedule set forth here shall not affect SeaTac's ability to terminate this Contract as described in Section 14.2.

If assessed during a given month, SeaTac shall invoice the performance fees in writing to the Contractor. The Contractor shall pay the invoice within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of Contract and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

The Contractor may appeal the performance fees assessed against the Contractor in writing to SeaTac within ten (10) days of being invoiced for assessed performance fees. The Contractor may present evidence why the amount of the assessed performance fees should be lessened or eliminated. SeaTac's decision shall be final and not subject to further appeal.

14.2 Contract Default

Any material violation of the provisions of this Contract by the Contractor shall cause the Contractor to be in default of this Agreement. Material violations of this Contract shall include, but not limited to the following:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables or fails to provide any portion of service under the Contract on the Effective Date or for more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to ~~Section 4.1.18 or Section 8.15~~ 4.8 Inclement Weather, Section 4.17 Labor Disruption, or Section 15.18 Force Majeure;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by SeaTac, county, or any federal, state, or other regulatory body to collect materials under this Contract or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a nuisance or hazard to public health or safety or the environment;
4. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes in a landfill or incinerated at an incinerator or energy recovery facility without the prior written permission of SeaTac;
5. The Contractor fails to make any required payment to SeaTac, as specified in this Contract;
6. The Contractor is assessed performance fees under Section ~~6.114.1~~ over fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption under Section ~~4.1.184.17~~.
8. The Contractor fails to maintain, in good standing, ~~surety and the~~ insurance required under Section 15.4 and performance bond required under Section 15.5 ~~by this Contract shall be cause for performance fees as described in Section 6.1.~~

SeaTac reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, SeaTac 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 arises (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, SeaTac shall promptly notify the Contractor of its intent to exercise its rights. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to SeaTac (in SeaTac's sole discretion) to remedy the stated reason and the efforts continue in good faith, SeaTac may opt not to 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 SeaTac to remedy the stated reason, SeaTac may, at its option, immediately terminate this Contract.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to SeaTac for noncompliance, and fails to correct the same, SeaTac, 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. SeaTac shall send a copy of the notice to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees to discontinue the services provided under this Contract promptly. 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 SeaTac 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.

If the surety on the Contractor's performance bond fails to exercise its option within ten (10) days, SeaTac may complete the Services provided under this Contract or any part thereof, either through a contract with another party or by any other means.

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

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

15 GENERAL TERMS

15.1 Notices

Routine communications, including financial, payment, service, and performance updates between the Contractor and SeaTac shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership or Contract default shall be emailed and mailed or delivered (with confirmation of receipt). Communications and notices shall be addressed to the Parties as follows, or as amended by either Party, in writing, from time to time:

City

Contractor

15.2 Collection Rights

Throughout the Contract Term, the Contractor shall be the exclusive provider to collect Garbage, Recyclables, and Compostables placed in designated Containers and set out in the regular collection locations within the SeaTac Service Area subject to this Contract. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and SeaTac shall use good faith efforts to cooperate in such enforcement Contractor-initiated actions (without obligating SeaTac to join any such litigation). Such efforts may include but not

be limited to cease and desist letters, assistance with documenting violations, and other activities as SeaTac determines that its staff time reasonably allows. When asked by the Contractor, to the degree that SeaTac finds it reasonable, SeaTac may make a good faith effort to protect the Contractor's exclusive rights under this Contract; however, SeaTac shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the Contractor's exclusive rights unless SeaTac determines that it the institution of or joinder in such litigation is necessary.

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

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

15.3 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 SeaTac. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing Contract records that are prepared following 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. SeaTac shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section ~~5-315.7~~.

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

15.4 Insurance

The Contractor shall procure and maintain for the Contract Term insurance that meets or exceeds the coverage set forth below, as determined in SeaTac's sole reasonable discretion at the Contractor's expense.

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

15.4.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covers 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 cargo transportation and an MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of SeaTac. SeaTac shall be an additional insured under the Contractor's Automobile Liability insurance policy.
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 an explosion, collapse, or underground property damage. SeaTac shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy concerning the work performed for SeaTac, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance coverage covers any 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. SeaTac shall be named an additional insured under the Contractor's Pollution Liability insurance policy.

15.4.2 *Minimum Amounts of Insurance*

The contractor shall maintain, at a minimum, the following insurance limits:

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

15.4.3 *Other Insurance Provisions*

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

1. The Contractor's insurance coverage shall be the primary insurance for the operations being performed as a part of this contract, SeaTac, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by SeaTac shall be in excess of the Contractor's insurance and shall not contribute to it. SeaTac, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies in a blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except concerning the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) days prior written notice has been given to SeaTac. Such notice shall be sent directly to SeaTac. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify SeaTac of any insurance cancellation immediately upon receipt of the insurers' notification.

15.4.4 Acceptability of Insurers

Insurance must be placed with insurers with a current AM Best rating of not less than A-:VII.

15.4.5 Verification of Coverage

The Contractor shall furnish the City Manager and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) days before the Effective Date.

15.4.6 Subcontractors

The Contractor will require all subcontractors (of any tier) performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation under applicable law or regulation, Employer's Liability with limits of one million dollars (\$1,000,000), Commercial General Liability with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate, and Automobile Liability insurance with limits of one million dollars (\$1,000,000).

15.5 Performance Bond

The Contractor shall always provide and maintain a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by SeaTac for seven hundred and fifty thousand dollars (\$750,000). The bond(s) shall be issued for not less than one (1) year, and the Contractor shall provide new bond(s) to SeaTac no less than sixty (60) Days before the expiration of the bond(s) then in effect. SeaTac shall have the right to call the bond(s) in full if its renewal is not confirmed five (5) Days before its expiration.

15.6 Indemnification

15.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless SeaTac, its elected and appointed agents, board and commission members, council, counsel, directors, employees, officers and officials,

representatives, and volunteers (“SeaTac Representatives”) from any and all third-party claims or suits and any awards, costs, damages, judgments, liability, or payments resulting from such actions, claims, or lawsuits for damage, harm, injury, pain, or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, officers or officials, representatives, or subcontractors (of any tier) in the performance of this Contract and any rights granted hereunder.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for this indemnification. The parties have mutually negotiated this waiver.

The provisions of this section shall survive the expiration or termination of this Agreement, or to the extent such claim or demand is caused by the Contractor’s unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder.

This indemnity includes each of the following to the extent the same is caused by the Contractor’s unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

- i. liability for a governmental agency’s costs of removal or remedial action for such release by Contractor of Hazardous Waste;
- ii. damages to natural resources caused by the Contractor’s release of Hazardous Waste, including reasonable costs of assessing such damages;
- iii. liability for any other person’s costs of responding to such release by Contractor of Hazardous Waste; and
- iv. liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws caused by the Contractor’s release of Hazardous Waste. However, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage, or expense of any nature, including all costs and attorneys’ fees caused by SeaTac Representative’s willfully tortious or negligent acts or omissions.

15.6.2 Process

The indemnification obligations set forth herein shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor’s written consent, before the start or culmination of any litigation. If any claim for such damages is presented to or filed with SeaTac, SeaTac shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and sole cost and expense, to settle and compromise such claim. In the event any suit or action is filed against SeaTac based upon any such claim or demand, SeaTac shall likewise promptly notify Contractor thereof, and Contractor shall defend such claim at its sole cost and expense and with legal counsel agreed to by SeaTac, provided, however, Contractor shall not settle any such suit or action without the express written agreement by SeaTac. SeaTac also has the right to defend or participate in defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of another compromise unless it has consented thereto in writing.

15.6.3 Industrial Insurance Immunity Waiver

The Parties have mutually negotiated the provisions contained herein. Solely to the extent required to enforce the indemnification provisions of this Section ~~8-5-215.6~~, Contractor waives its immunity under

Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by SeaTac of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor's prior written consent, before the culmination of any litigation or the institution of any litigation.

The provisions of this Section 15.6 shall survive the termination or expiration of this Contract.

15.7 Confidentiality of Information

Under the Washington Public Records Act ("PRA"), RCW Chapter 42.56, public records may be subject to disclosure upon request by any person unless the documents are exempt from public disclosure by a specific provision of law.

If SeaTac receives a request for inspection or copying of any Contractor-provided documents identified as confidential and proprietary, it shall promptly notify the Contractor in writing regarding the public records request. SeaTac will give the Contractor ten (10) business days after such notification to obtain a court order prohibiting the release of the documents. SeaTac assumes no contractual obligation to enforce any exemption under the PRA.

15.8 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 each Contractor's sureties' prior written approval and providing at least thirty (30) day's prior written notice to SeaTac of such assignment or pledge together with a copy of each surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any contractual obligations or liabilities. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

15.9 Assignment, Subcontracting, and Delegation of Duties

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

In the event of an assignment, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract, and the assignee, subcontractor (of any tier), or another obligor shall also become responsible to SeaTac for the satisfactory performance of this Contract's Services. SeaTac 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 another obligor of its covenant to SeaTac to fully and faithfully complete the Services or responsibilities required under this Contract. Additionally, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. SeaTac may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For 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 SeaTac from executing a novation, allowing the new owner(s) to assume the rights and duties of the Contract and releasing the previous owner(s) of all obligations and liability.

15.10 Change of Trade Name

If the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to SeaTac at least thirty (30) days before the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with a new trade name and any new logo or colors within two (2) years of the effective date of the trade name change. Failure to comply with the terms of this section shall result in performance fees assessed against the Contractor under Section ~~6-14.1~~.

15.11 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. No conflict of laws shall be considered or applied. Venue shall be the King County Superior Court.

15.12 Compliance with Applicable Laws and Regulations

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

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 age, color, creed, disability, gender, gender identity, gender orientation, gender preference, marital status, national origin, race, religion, sex, sexual orientation or preference, 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, the 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 shall indemnify and hold harmless SeaTac from all damages, injuries, or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, state, and local 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 directed to observe all weight-related laws and regulations in performing these services, including axle bridging and loading requirements.

15.13 Permits and Licenses

The Contractor and subcontractors shall secure a SeaTac business license and pay all fees and taxes. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein before the Effective Date 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.

15.14 Relationship of Parties

SeaTac and Contractor intend that this Contract shall create an independent contractor relationship. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed SeaTac Representatives as defined in 15.6 above.

15.15 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. Upon SeaTac's request, the Contractor shall provide SeaTac with a detailed list of all such separate agreements with Customers. SeaTac may, at its sole option, regulate similar or identical services in the successor to this contract.

15.16 Bankruptcy

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

15.17 Right to Renegotiate/Amend

SeaTac shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, county rule changes, 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. SeaTac may also renegotiate this Contract should voters reject any state, county, or city rate or fee associated with the Contract be held illegal or any increase thereof. In addition, the Contractor agrees to renegotiate in good faith with SeaTac in the event SeaTac wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section [4.1.164.15](#), to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

15.18 Force Majeure

Provided that the requirements of this section are met, the Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if the Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, 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 the Contractor could not have prevented that through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only for 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 their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring concerning any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If, as a result of a Force Majeure event, the Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify SeaTac by phone 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 SeaTac and Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event occurs, the Contractor, as promptly and reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if, due to a Force Majeure event, the Contractor cannot wholly or partially meet its Contractual obligations, the Contractor shall notify all Customers regarding the disruption in collection service consistent with the notification required in the case of inclement weather under Section [4.1.74.8](#).

15.19 Severability

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

15.20 Waiver

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

15.21 Incorporation of Contractor’s Proposal in Response to SeaTac’s RFP

The Contractor’s Proposal, dated XXX, submitted in response to SeaTac’s Request for Proposals, is fully incorporated by this 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 or attachments. In the case of conflict between the Contractor’s proposal and this Contract, the provisions of this Contract shall prevail.

15.22 Dispute Resolution

The Parties shall attempt to resolve all disputes to the mutual satisfaction of both parties through good faith discussions. Throughout a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved following other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to SeaTac and the Contractor. The Contractor shall pay all mediation costs and SeaTac’s attorneys’ and expert witness fees. Neither party may initiate or commence legal proceedings before the completion of the non-binding mediation. The prevailing party in the suit shall be entitled to attorneys’ fees in litigation.

15.23 Entirety

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

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

[CONTRACTOR]

CITY OF SEATAC

By _____
[Title]

By _____
[Title]

Approved as to Form:

By _____

[City Attorney]

EXHIBIT A
Service Area Map

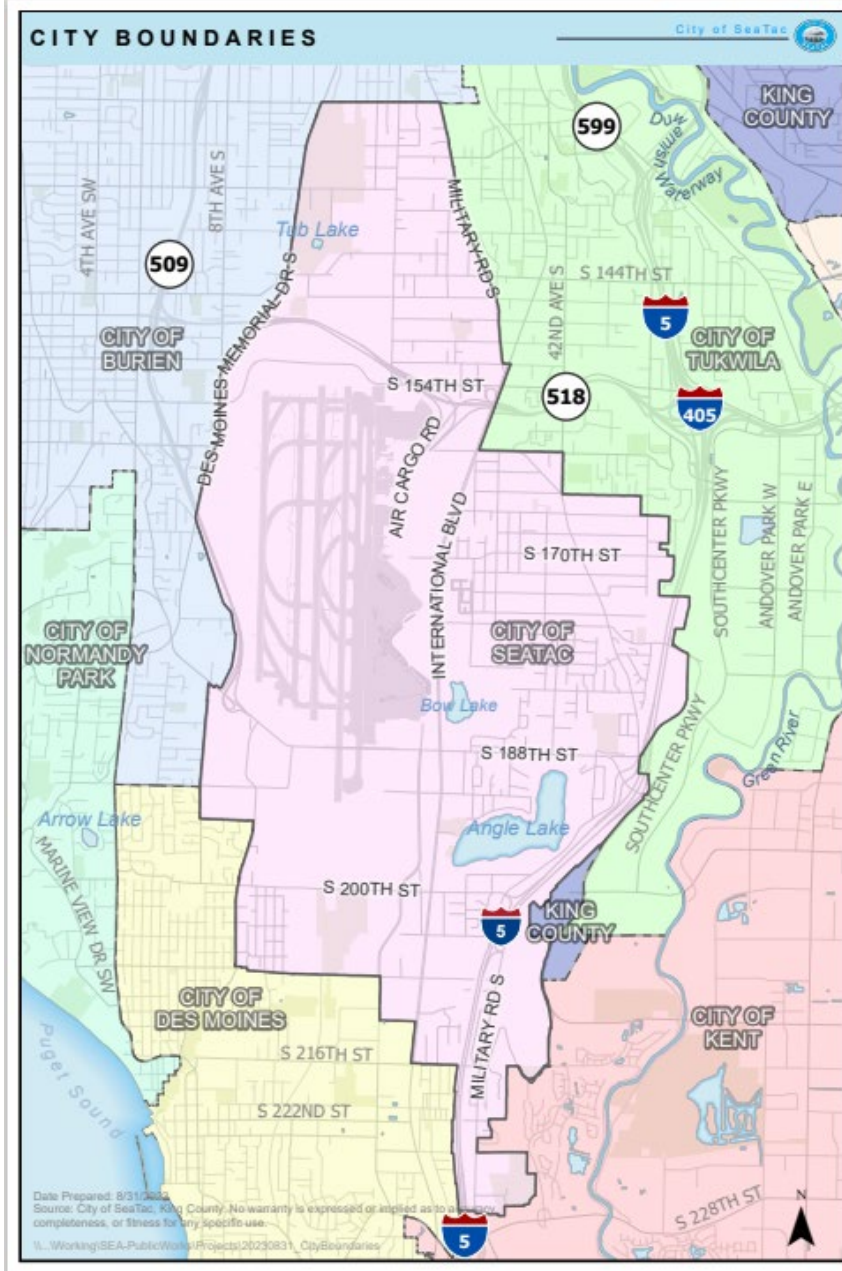


EXHIBIT B
Contractor Rates

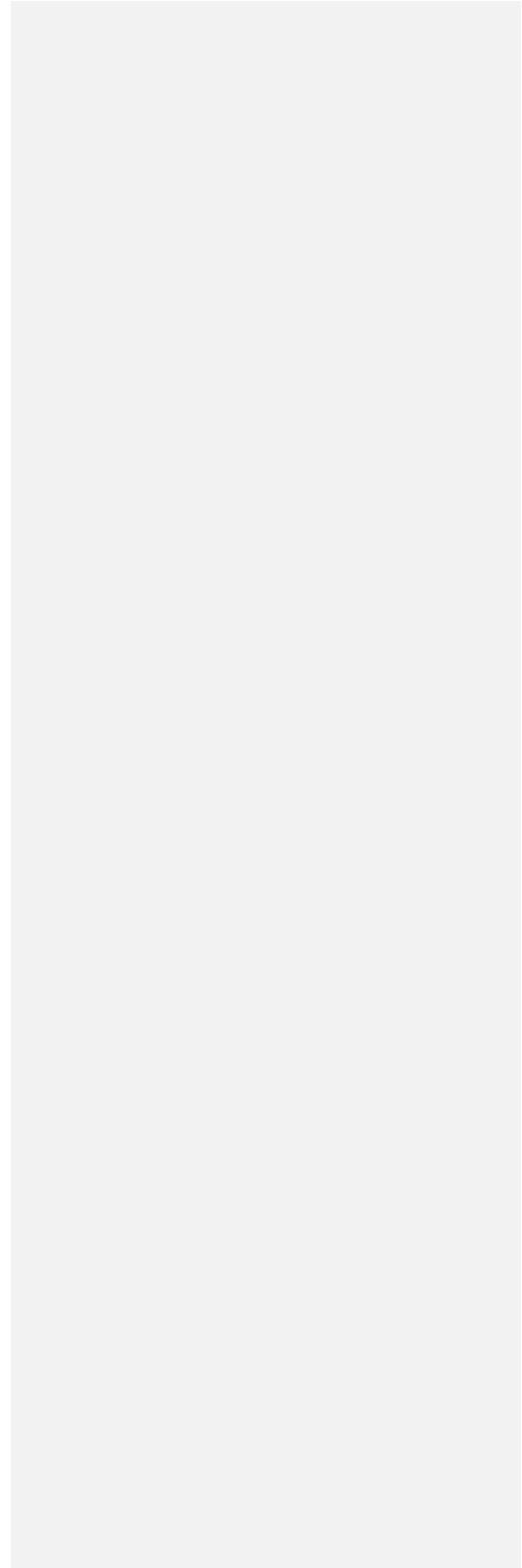
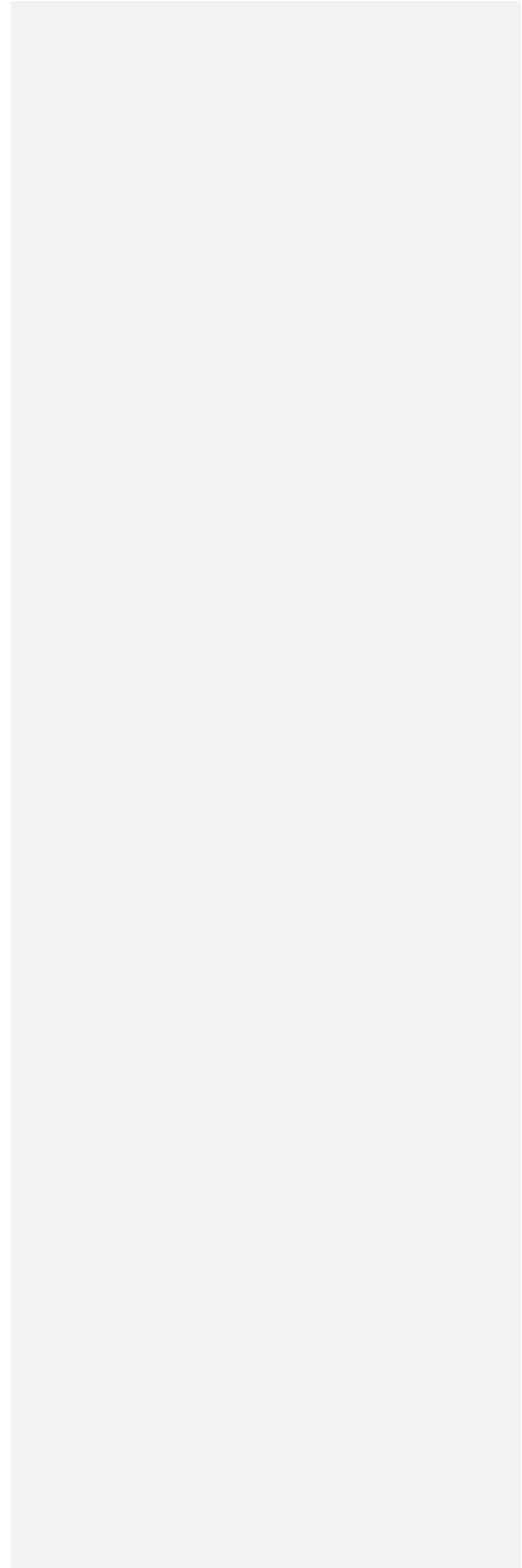


EXHIBIT C
Recyclable Materials to be Collected

| Recyclable Item | Customer Preparation Instructions | Limitations |
|--|--|--|
| Aluminum & Tin – All food and beverage cans and containers. | Empty, clean, and secure lids and place them in Recycling Container. | Food and beverage containers must be empty and clean. |
| Corrugated Cardboard – All corrugated cardboard boxes. | Flatten corrugated cardboard boxes and place them in or next to Recycling Container. | No boxers larger than 3' x 3' in size. Larger boxes shall be cut down to size. |
| Glass Containers – All colored or clear glass jars and bottles. | Empty, clean, remove lids and place in Recycling Container. | Food and beverage containers must be empty and clean. |
| Paper – All mixed paper, colored paper, magazines, phone books, catalogs, advertising supplements, paper cups, and gable-top cartons. | Place clean, dry paper in Recycling Container. | All paper must be clean. Food and beverage containers must be empty and clean. |
| Plastic Containers – All colors of plastic bottles, jugs, tubs, cups, plant pots, and buckets. | Empty, clean, remove lids and place in Recycling Container. | Food and beverage containers must be empty and clean. Plastic containers with hazardous or toxic products, such as motor oil or pesticides are excluded. |
| Scrap Metal – All ferrous and non-ferrous scrap metal. Free of wood, rubber, and other contaminants. | Small items: Place in Recycling Container or secure (e.g. bundle or box) next to Recycling Container. Large items: Call to request bulky pickup, for fee, at least twenty-four (24) hours before regular service day. | Small items: Less than two feet (2') by two feet (2') and thirty-five (35) lbs. Less than five percent (5%) non-metal parts. |
| Small Appliances & Electronics Small plug-in or battery-operated household items such as a blender, keyboard, etc. <u>Compact fluorescent bulbs and batteries.</u> | Place small appliances and electronics in clear bag on top of Recycle Cart. | Limit (1) bag per pickup. Each bag less than two feet (2') long and thirty-five (35) pounds. |
| <u>Styrofoam blocks</u> <u>Shipping and packaging foam blocks.</u> | <u>Place foam blocks in clear bags at curb for free recycle pickup via bulky service request.</u> | <u>Customer request via Contractor. Limit (2) bags per pickup.</u> |

EXHIBIT D
Rate Modification Examples





MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Florendo Cabudol, City Engineer
Date: April 8, 2024
Subject: On-Call Contract for Real Property and Right-of-Way Management services
Agenda Bill #: 6418

Purpose:

The purpose of this item is to seek Committee's recommendation for Council to adopt an Ordinance, at the April 23rd Regular Council Meeting (RCM), that authorizes the City Manager to execute an On-Call contract for Real Property and Right-of-Way Management Services with Bulpin Consulting Services and amend the City's 2023-2024 Biennial Budget.

Background:

Ingrid Bulpin, the current Real Property Analyst for the City, is separating from the City on May 3, 2024, due to a planned move out of the state of Washington. Ms. Bulpin currently works directly with the affected property owners to secure the necessary Right-of-Way (ROW) and Property Rights (temporary and permanent easements) and manages a team supporting these efforts. This role is critical to the project's success.

The Public Works Department is seeking to contract with Ms. Bulpin to continue her work on managing the ROW and property rights acquisition for the Airport Station Pedestrian Improvements project (PW Project ST-141). The contract is structured to provide on-call services related to this project and other ROW/Property Rights related services as needed. Attached is the contract and associated exhibits that outline the proposed scope of work and fee schedule. The contract fee is in an amount not-to-exceed (NTE) \$140,000 which will be paid from unallocated 102 Streets funds through an amendment to the City's 2023-2024 Biennial Budget. The duration of the contract is from date of execution to May 31, 2025.

Options/Recommendation:

Staff is seeking Committee recommendation for Council to adopt the Ordinance at the April 23, 2024, RCM to authorize execution of the contract and amend the City's 2023-2024 Biennial Budget. The Committee may choose not to recommend adopting the Ordinance and engage with staff on how to proceed differently.

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EXHIBIT A

April 8, 2024

City of SeaTac
4800 So. 188th ST.
SeaTac, WA 98188

Subject: Proposal for Real Property Consulting Services

Thank you for considering Bulpin Consulting Services' proposal to provide reliable value-added Property Research, Investigation and Right-of Way (ROW) Acquisition Consulting services. These services will provide custom practical solutions for your real property needs on current SeaTac capital improvement projects and land use/permitting processes.

As the owner of Bulpin Consulting Services I can provide a full range of real property consulting services, with over 30 years of experience working with several Washington State agencies such as the City of SeaTac, and collaboratively working with many other local cities, counties, housing authorities, school districts, airports, transit agencies and various utility districts. As a seasoned real estate professional, I have been approved to provide consulting services and listed on Washington State Department of Transportation's (WSDOT) Approved Consulting List for WSDOT ROW acquisition and Title Review Services.

My perspective of a client relationships is long-term, with the intension to incorporate all of your needs and not just perform the scope of work. This perspective is useful because it helps creates a level of confidence for an equal climate of trust and quality.

As an added value and benefit, the City will have immediate access to my direct experience and knowledge of the City of SeaTac's processes, procedures and interworking relationships between the Public Works Department, Community and Economic Development, Parks and Recreation Facilities and the Legal Department, which will prove to be invaluable to the current and future needs of city.

In closing, I express my personal commitment to the success of this venture and eager to help support the City of SeaTac and achieve its goals.

Should you have any questions regarding the aspect of the following services and qualifications please contact me at (253)905-0264 or by e-mail at cnid2006@yahoo.com .

Sincerely,

Ingrid P. Bulpin, RWA
Sole Proprietor

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Qualifications and Experience:

Certificates and Licenses:

Real Estate Sales Agent – Arizona Dept. of Real Estate License No. SA703928000
Real Estate Brokers License – Washington Department of Licensing- in progress
Right of Way Agent designation – IRWA February 1, 2016
Notary Public – State of Washington, License No. 155293, commission expires July 27, 2027
Washington State DOT - Approved Consultant for Right of Way Services – Acquisition Discipline
Washington State DOT - Approved Consultant for Right of Way Services – Title Discipline
National Highway Institute - Local Public Agency Real Estate Acquisition 2012 and 2019
National Highway Institute – Real Estate Acquisition under the Uniform Act 2019
MRSC – Public Records Act Basics Certificate April 6, 2021

Education and Training:

International Right of Way Association (IRWA) Classes; 2012 to 2019
National Highway Institute; Real Estate Acquisition Training under the Uniform Act – August 2019
WSDOT– ROW Basic Acquisition Policies 2015
WSDOT – ROW – Temporary Construction Easements (Valuing Temporary Rights) 2018
WSDOT – ROW – Relocation Training 2019
WSDOT Local Programs – No ROW Verification Training 2022
WSDOT- Administrative Settlement Documentation - 2022
Tacoma Community College, 2011 to 2014, worked toward Associates Degree in Business
The Seminar Group – Easements in Washington 2019
Land Title Association - Land Title and Research 1988

Work Experience:

Real Property Analyst -City of SeaTac, Public Works Department, SeaTac, WA - 2017 to 2024
King County - Real Property Agent IV, Seattle, WA 2017
Project Analyst - City of Kent, Public Works, Kent, WA – 2011 to 2017
Sr. Title Officer/Unit Manager- First American Title Ins., FKA Pacific Northwest Title, Tacoma, WA - 2002 to 2010
Commercial Title Examiner/Title Officer -Chicago Title Insurance Co., Tacoma, WA – 1996 to 2002
Order Desk Supervisor- Manager / Title Examiner - Pacific Northwest Title Company, formerly Stewart Title Guarantee, Seattle, WA 1985 to 1996

Groups:

International Right of Way Association (IRWA) 2012-2017
Toastmasters International April 2012 to February 2013
Executive Women’s International- Ways and Means and Scholarship committees 2004 - 2007

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Scope of Services Available:

Bulpin Consulting Services (CONSULTANT) shall provide on-call Real Property Services (RPS) support to the City of SeaTac (CITY) and designated staff. Non-colocated services will be provided, as requested by the Public Works Department Director or their designee(s). The CITY's designee(s) will assign, coordinate and approve all RPS task orders performed. The CONSULTANT may be requested to support the CITY on the following RPS tasks:

1) Real Property Services (RPS) Project Management

- a) Coordinate with project design managers, outreach professionals, project stakeholders and other entities in developing messaging and acquisition program approach.
- b) Coordinate with, and/or manage, title, acquisition, relocation, and property management staff engaged in assigned projects.
- c) Provide regular acquisition status reporting to CITY, both written and verbally.
- d) Submit progress reports on approved task orders.

2) Property Rights Acquisition Activities

- a) Facilitate and coordinate right-of- entry permits for CITY entry onto private property.
- b) Review survey work for encroachments of private improvements. Create notices of private improvement encroachment letters.
- c) Maintain continuous direct communications, via email, phone call or in-person contact with property owners on behalf of CITY to facilitate permit or license needs.
- d) Support the CITY's disposition of surplus property and circulate for CITY approval.
- e) As needed, perform site visits to determine and record the following: encroachments/obstructions, structures remaining, maintenance requirements and whether leasing is necessary.
- f) Negotiate letters of intent, Leases and related documents representing the CITY as the Landlord and circulate for CITY approval.
- g) Provide services for CITY Street Vacation application process. Oversee ongoing management of the application process before, during and after ordinance is granted.

3) Research and Review of Legal Descriptions, Title Documents and Instruments of Ownership

- a) Perform comprehensive research of property records, including deeds, contracts, easements, title reports, right- of- way restrictions and encumbrances.
- b) Determine current ownership of CITY owned or other owned real estate through search of public records and abstracts or through title company; check for possible deed restrictions and encumbrances.
- c) Prepare written documentation for each parcel requiring research or clearance activities and provide practical solutions.

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4) Coordinate Appraisal and Appraisal Review Services

- a) Facilitate services required by WSDOT such as identifying approved appraisers to secure compliant appraisal reports.
- b) Review valuation reports for accuracy and compliance once received from appraisal consultants.
- c) Prepare Determination of Value documentation and circulate for CITY approval.
- d) Prepare Administrative Offer Summaries, as appropriate.

5) Acquisition Activities and Relocation Assistance

- a) Prepare and/or review acquisition offer packages, conveyance documents, required noticing and other documentation necessary to secure proposed property rights.
- b) Negotiate property rights and/or oversee WSDOT-approved consultants to provide settlement and or settlement justification documentation for administrative settlements reached and circulate for CITY approval.
- c) Maintain continuous direct communications, via email, phone call or in-person contact with property owners on behalf of CITY to facilitate acquisition needs.
- d) Provide right of way diaries and supporting documentation for all acquisition activities.
- e) Review relocation general notices, notices of eligibility, claims and other documentation prepared by a WSDOT- approved Relocation consultant.
- f) Review all relocation advisory services prepared by a WSDOT- approved Relocation consultant, replacement site searches and inspections, and moving bid documentation necessary for displacement relocations.

6) Short Plat, Subdivision and Boundary Line Adjustment Review

- a) Review and interpret title reports for restrictions of use, ownership verification, monetary encumbrances and property assessments.
- b) Review legal descriptions and any areas of dedication to the CITY or areas reserved for public use, and identify limitations or obstacles.
- c) Identify the locations, width and purpose of all existing and proposed easements for maintenance provision, conflicts, completeness and soundness of creation.
- d) Spot check deeds of dedications, stormwater covenants, revocable use permits and easements, for accuracy prior to CITY acceptance/recording.
- e) Provide RPS written red-line comments, to CITY staff.
- f) Provide support to CITY staff communicating with applicant and provide follow-up reviews and supporting information, as needed.
- g) Other RPS tasks typically performed by the CITY staff may also be requested and assigned to the CONSULTANT as deemed necessary.

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7) Training and General Guidance for CITY staff

- a) Provide and conduct Training and General guidance to CITY staff who demonstrate a minimum of 3-years' experience with real property legal descriptions, title research, and proof -reading documents such as reports, deeds, leases and permits.

Assumptions and Limitations

- 1) The CITY will provide a consultant email address and Virtual Private Network (VPN) access in compliance with the CITY's policy.
- 2) The CONSULTANT will perform all services in accordance with CITY policy and procedures and in compliance with the Washington State Department of Transportation (WSDOT) Right of Way Manual.
- 3) Access to CITY documents will be in compliance with the CITY's policies and shall be exclusively associated to executed task work orders.
- 4) General project administration includes a variety of ongoing efforts needed to ensure communication and coordination within the city. All direct communications with city staff will be, at the discretion of the Consultant, associated with executed task work orders.
- 5) CONSULTANT shall provide detailed invoicing to identify performed Tasks by number, Project name associated with the request, and requestor's department and name.
- 6) The CITY will provide an on-site administrative staff to assist with processing Right-of-Way/Property Rights payments which includes signature routing, mailings, printing, and scanning, as needed.
- 7) Any meetings will be virtual. Requested in-person meetings require 30-day advance notice and CITY approval.
- 8) The CONSULTANT will travel round trip to Washington from Arizona, as needed, with 30-day advance notice for up to 2-3 days, each trip. CITY to reimburse for rental car, rental car insurance as needed to satisfy Section 11 of Contract Automobile Liability insurance on a case- by- case basis, (for travel associated with executed task work orders), food and lodging. CONSULTANT shall pay for all other travel expenses.
- 9) CONSULTANT shall provide quarterly updates on work progress, schedule, and budget, or sooner as requested.
- 10) Training of CITY staff requires mutually approved task work order.
- 11) CITY shall reimburse all cost for postage sent USPS or FedEx deliveries related to executed task work orders, if needed.
- 12) The CONSULTANT shall provide insurance coverage as noted in Section 11 of the CONTRACT.
- 13) All Tasks shall be charged at a rate of \$107.65 per hour, not to exceed \$140,000.00.
- 14) Work will be billed in 15-minute increments. All tasks will be label with Project name and CITY staff who requested the work.
- 15) This contract shall cover services provided by the CONSULTANT from May 15, 2024 through May 31, 2025. Changes to Scope, Budget, and schedule shall be documented through a contract amendment.



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: April 5, 2024
Subject: Street Pole Banners to Promote Student Success
Agenda Bill # N/A

Purpose:

To discuss/consider opportunities for the City to participate in the promotion/recognition of high school graduates going onto post-secondary education (2-4 year college or any training) as well as those that have successfully graduated from such programs.

Background:

A Council Request Form was submitted by Deputy Mayor Guzman asking to explore the idea of using light pole banners designed to promote high school graduates, from within our community, going onto post-secondary education (2-4 year college or any training) as well as those that have successfully graduated from such programs. The goal of this activity is to better connect with our residents and reinforce how important their education and long-term goals are to the City of SeaTac and our community.

Staff will discuss the pros and cons of several approaches to achieving the goal described above and obtain feedback from the Committee on which would be preferred, should the Committee recommend moving forward with resourcing this activity further. Approaches to be discussed include:

- City led program using banners on street light poles.
- School District led program with grant funding from the City.
- City led program through a contract with the School District.
- Other options (Input from Committee)

Options/Recommendation:

1. Recommend to staff to pursue implementing the goal and provide input on the preferred approach. Staff would return to this Committee for review and approval of the program once fully developed.
2. Recommend that no further resources be directed towards this item and to close the CRF.