

**ORIGINAL**

*1 of 2*

**Solid Waste Collection and  
Transfer Contract**

**between  
City of Seattle and  
Waste Management of Washington, Inc.**

**Contract # 17-077-B**

**April 1, 2019 – March 31, 2029**

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**Solid Waste Collection and Transfer Contract**

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**Attachment 1 –Unit Payments for Year 1**

Collection services unit payments effective April 2019

**Attachment 2 - Prevailing Wages**

Wages for waste collection workers effective April 2019.

**Attachment 3 – Collection Map**

Map of Collection Area inserted after Contract negotiation and signing.

**Attachment 4 – Operations Plan**

Operations Plan developed jointly by Contractor and City after Contract signing.

**SOLID WASTE COLLECTION AND TRANSFER CONTRACT  
BETWEEN THE CITY OF SEATTLE  
AND WASTE MANAGEMENT OF WASHINGTON INC.**

**THIS SOLID WASTE COLLECTION AND TRANSFER CONTRACT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington by and through Seattle Public Utilities (SPU) (“City”), and Waste Management of Washington, Inc. (“Contractor”) to provide for collection of Garbage, Compostables, and Recyclables from Residential Structures and Commercial Establishments, to provide transfer of Compostables, and to provide for collection of Street Side Litter and Public Place Recycling Containers located within the Collection Area (each capitalized term as hereinafter defined).**

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

## **GENERAL PROVISIONS**

### **Section 10. Purpose and Intent.**

The purpose of this Contract is to provide for the collection within a specified service area of Garbage, Compostables and Recyclables by the City through this Contract with the Contractor, and through a similar contract(s) for other specified service area(s) with another collection company. The City intends for the Contractor and the other contracted collection company to be the only providers of Garbage Collection, Residential Compostables collection, and Residential Recyclables collection services in the City. However, commercial Compostables collection, commercial Recyclables collection, Street Side Litter Collection, and Public Place Recycling Collection are not exclusive and may be provided by other service providers outside of City contracts. Contractor shall collect Garbage, Compostables and Recyclables from Residential Structures and Commercial Establishments and provide Street Side Litter Collection, and Public Place Recycling Collection in the Collection Area defined below in Section 25.

The City reserves the right to engage in product stewardship and/or waste reduction activities. These activities could result in a reduction in quantities available or one or more materials being removed from collection by mutual agreement between the City and the Contractor.

### **Section 20. Contract Term.**

This Contract is entered into on this 14<sup>th</sup> day of May, 2018. Actual collection services will begin April 1, 2019 and continue for a term of ten years, ending at midnight March 31, 2029. The City shall have the unilateral right to extend this Contract for two successive two-year periods to March 30, 2031 or April 3, 2033 by notifying the Contractor on or before June 30, 2028 and June 30, 2030, respectively. If the City extends this Contract, the same terms, conditions, and method of payment in place at the time of extension shall apply during the extension period.

## **Section 25. Collection Area.**

The Contractor shall provide all collection services called for in this Contract within the following geographic area(s):

*Zone 1.* The northern boundary shall be the north city limits of the City of Seattle. The eastern boundary shall be Interstate 5. The southern boundary shall be, from east to west, Lake Union, along the Lake Washington Ship Canal to Salmon Bay. The western boundary shall be Puget Sound.

*Zone 4.* The northern boundary shall be, from west to east, South Yesler Street to Interstate 5, South on Interstate 5 to Interstate 90, Interstate 90 to Lake Washington. The eastern boundary shall be Lake Washington. The southern boundary shall be the south city limits of the City of Seattle. The western boundary shall be Puget Sound and Elliott Bay.

## **Section 30. Definitions.**

In addition to capitalized terms that are defined elsewhere, the following definitions apply:

"Bulky Items" mean Garbage or Recyclables that do not fit in regular Containers or requires special handling, such as small and large appliances, white goods, furniture, mattresses, water heaters, wood scraps, foam packaging, textiles, propane camp canisters and other items as agreed by the City and Contractor.

"Can" means a watertight, galvanized, sheet metal or plastic receptacle not exceeding 32 gallons in capacity, fitted with at least one sturdy handle and a tight cover equipped with a handle, except in the case of sunken cans, such can shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Alternate containers such as bags, boxes and bundles may be used in place of Cans. Can weights, when full, shall not exceed 20 pounds for a micro can, 30 pounds for a mini can and 60 pounds for 32 gallons. Bag weights shall not exceed 40 pounds.

"Cart" means a 20, 35, 64 or 96-gallon plastic Container equipped with wheels, handles and a tight-fitting cover and capable of being mechanically unloaded into the Contractor's collection vehicles.

"City" means the City of Seattle.

"Collection Area" means that portion of the City in which the Contractor provides collection services as described in Section 25.

"Commercial Establishment" means any non-Residential location, including institutions, from which the Garbage is collected by the Contractor, and includes the non-residential portion of Mixed Use Buildings.

"Commercial Waste" means Garbage collected from Commercial Establishments.



"Compacted Material" means material which has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the collector.

"Compactor Disconnect/Reconnect Cycle" means the service of disconnecting a compactor from a Drop Box or container prior to taking it to be dumped and then reconnecting the compactor when the Drop Box or container is returned to the customer's site.

"Compostables" means any organic waste materials that are source separated for processing or composting, such as Yard Waste, Food Waste, wood waste, and City-approved compostable bags and food service ware, as generated by any Residential Structure or Commercial Establishment.

"Container" means any metal or plastic receptacle used for Garbage, Compostables, Recyclables, Street Side Litter and Public Place Recyclables collection in this Contract, including, but not limited to, bags, Cans, Carts, Detachable Containers and Drop Boxes.

"Construction Waste" means waste from building demolition and construction such as scraps of wood, concrete, masonry, drywall, masonry, roofing, siding, structural metal, wire, fiberglass insulation, composition roofing and roofing paper, other building materials, plastics, Styrofoam, twine, baling and strapping materials, cans and buckets, and other packaging materials and containers.

"Contractor" means Waste Management of Washington, Inc..

"Curb Collection" means collection from Residential Structures or Commercial Establishments of Garbage, Recyclables, or Compostables in Carts or Cans that are near a curb or alley consistent with Sections 660 and 670, except that Curb Collection of Garbage is not provided to Commercial Establishments.

"Cycle Time" is the elapsed time from scale weigh in to scale weigh out at a Disposal Facility.

"Detachable Container" means a watertight, all-metal or plastic Container, between three quarter (3/4) and eight (8) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the City. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes and shall meet the provisions of the Seattle Fire Code. Detachable Containers shall also be prominently marked in letters no less than four inches high with a capacity label as approved by the City.

"Disposal Facility" means both Public and Private Transfer Facilities designated by the City for the tipping of Garbage, Recyclables and Compostables.

"Drop Box" (also at times referred to as "roll off" or "lugger" or "dino") means a metal container, with 3-40-cubic-yard-capacity capable of being mechanically loaded onto a collection vehicle for transport to a Disposal Facility.

"Drop Box Collection" means the collection of Garbage, Recyclables, or Compostables by means of a Drop Box.

"Duwamish Industrial Area (DIA)" means that area of the City bounded on the north by I-90/Elliott Bay, on the west by West Marginal Way (the western boundary extends west to Detroit Avenue between S.W. Michigan Street and S.W. Kenyon Street), on the south by the south City limits, and on the east by I-5.

"Electronics" means household batteries, compact fluorescent light bulbs (CFLs) (not including fluorescent tubes), televisions, computer equipment, radios, calculators, video and audio equipment, phones, cameras, and similar electronic devices which contain circuit boards. Electronics are further defined as "hand-held" Electronics, which are Electronics that are held in the hand such as phones, cameras, hand-held music players, etc.; "screened" Electronics, which are Electronics with screens such as TV's, computer monitors, etc.; and "other" Electronics which are Electronics that are not held-held or screened, such as CPU's, keyboards, table radios, DVD players, etc. Electronics do not include speakers, small appliances or other household products. Electronics cannot exceed 2'x2'x2' or weigh over 60 pounds.

"Food Waste" means vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

"Garbage" means the same as MSW.

"General Manager" means the General Manager/CEO of Seattle Public Utilities or her/his authorized representative.

"Mixed Use Building" means a building with both Residential and Commercial Solid Waste.

"MSW" means Solid Waste excluding Special Wastes, Unacceptable Wastes, Recyclables, Compostables and Construction Waste.

"Onsite Collection" means collection of Garbage, Recyclables, or Compostables from Containers that are onsite at Residential Structures or Commercial Establishments consistent with Section 680, except that Onsite Collection is not provided to single-family Residential Structures and Onsite Collection of Recyclables is not provided to Commercial Establishments.

"Operations Plan" means a plan of detailed procedures and specifications to support Contract implementation and operations, mutually developed the City and Contractor, as described in Section 1430.

"Permanent Service" means service provided for a period of more than ninety days.

"Private Transfer Stations" means transfer stations or facilities located within the City that a private entity may operate at present and/or in the future for handling the City's Solid Waste.

"Public Place Recycling Collection" means collection of Recyclables from City supplied Containers located on the public right of way.

"Retail Rate" means the charges assessed to customers for Garbage, Recyclables, and Compostables collection services provided by the Contractor under this Contract.

"Recyclables" means mixed waste paper; cardboard; newspaper; tin cans; aluminum cans, pots, pans, foil and food containers; glass bottles and jars; plastic bottles, jars, cups, food containers (excluding Styrofoam), rigid plastics 1-7, planter pots and five (5) gallon buckets; bagged plastic bags; poly-coated paper; aseptic packaging; and ferrous scrap less than two (2) feet in any direction and less than 35 pounds. Used cooking and motor oil shall be collected separately outside of the Cart or Container.

"Recycle" or "Recycling" means transforming or remanufacturing waste materials into usable or marketable materials for use other than incineration (including incineration for energy recovery) or other methods of disposal.

"Residence" or "Residential" means any house, dwelling, multiunit residence, apartment house, trailer court, assisted living residence or any building, or portion of a building, put to residential use.

"Residential Structure" means all structures put to residential use, including Mixed Use Buildings, and City buildings that the City bills for Garbage collection services.

"Residential Waste" means Garbage collected from Residential Structures within the City.

"Solid Waste" means all putrescible and non-putrescible solid and semisolid wastes, including but not limited to garbage, recyclables, rubbish, yard waste, ashes, industrial wastes, infectious wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof. The term includes all liquid, solid and semisolid materials, which are not the primary products of public, private, industrial, commercial, mining and agricultural operations. Solid Waste includes, but is not limited to sludge from wastewater treatment plants, seepage from septic tanks, wood waste, dangerous waste, and problem wastes.

"SMC" means Seattle Municipal Code.

"Special Item Recycling" means collection or drop-off of small appliances, small propane camping canisters, foam packaging, textiles, and wood scraps.

"Special Pickup" means a pickup requested by the customer or the City at a time other than the regularly scheduled pickup time.

"Special Waste" means contaminated soils, asbestos and other waste requiring special handling or disposal procedures.

"Street Side Litter Collection" means collection of Garbage from City-supplied Containers located on public right-of-way.

"Temporary Service" means service that is required for a period of ninety days or less in conjunction with Containers or Drop Boxes. Temporary Service and its associated rates are not to be used for the first ninety days of service when the customer requests, and the Contractor provides, service for more than ninety days.

"Textiles" means both reusable and non-usable rag stock.

"Unacceptable Waste" means all waste not authorized for disposal at the Columbia Ridge Landfill and Recycling Center or successor site designated by the City, by those governmental entities having jurisdiction or any waste the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, health or safety. Unacceptable Waste includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous or extremely hazardous waste and vehicle tires in excess of those permitted to be disposed of by the laws of the disposal jurisdiction.

"Yard Waste" means plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod and a small number of incidental rocks not over two (2) inches in diameter; and biodegradable bags or waste approved for the Yard Waste programs by the City. Yard Waste does not include loose soils; plastics and synthetic fibers; treated wood; any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances.

#### **Section 40. City Responsibilities.**

The City shall be responsible for:

1. Establishing service levels and Retail Rates to be charged customers;
2. Directing all collected Garbage, Compostables and Recyclables to Public or Private Transfer Stations in accordance with the terms of this Contract;
3. Paying all acceptance fees for Garbage, Compostables and Recyclables delivered by Contractor to the specified Public or Private facility;
4. Assuming bad debts of customers related to billings for City collection services;

5. Paying compensation to the Contractor for its services pursuant to this Contract;
6. Paying and remitting applicable taxes which are imposed by a taxing authority directly on Commercial Garbage customers to the proper taxing authority;
7. Paying and remitting applicable taxes which are imposed for waste transfer for any Garbage collected and tipped under this Contract by the Contractor;
8. Inspecting Contractor services, mediating and adjusting customer grievances. The City may require special and other services as contemplated in this Contract;
9. Evaluating performance and adjusting payment for performance incentives and fees, as per Sections 130, 140, and 150 and other relevant Sections; and,
10. Providing customer service and billing for Residential customers and identifying each Residential customer's service level and type of collection service to the Contractor.

**Section 50. City Representations and Warranties.**

The City represents and warrants to the Contractor as follows:

1. Organization and Qualification. The City is a municipal corporation and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
2. Authority.
  - a) The City has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of the City under this Contract in accordance with its terms.
  - b) This Contract has been validly executed and constitutes a valid and legally binding and enforceable obligation of the City.

**Section 60. Contractor Responsibilities.**

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Performing all work in a timely, thorough and professional manner;

5. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
6. Delivering all collected Garbage, Compostables and Recyclables to a Public or Private Transfer Station or facility as directed by the City in accordance with this Contract;
7. Assisting Commercial Establishments with service issues;
8. Billing Commercial Establishments for City collection services in accordance with Retail Rates and procedures established by the City;
9. Acting as agent for the City for taxes imposed on solid waste bills for Commercial Establishments, and on rental, collection, and ancillary services, by billing for Retail Rates established by the City, which include taxes, and by forwarding those payments, including taxes, to the City for payment by the City of taxes to the appropriate taxing authority;
10. In addition to paying appropriate taxes on services not compensated by the City, remitting B&O taxes levied against the Contractor, on the basis of compensation paid to the Contractor by the City, to the appropriate taxing authority;
11. Transferring customer payments for City collection services (including container rental, collection, ancillary services and disposal payments, and taxes thereon) to the City in accordance with this Contract;
12. Complying with all applicable laws and regulations, including meeting all pertinent local, state and federal health and environmental laws, regulations, and standards applying to collection of Garbage, Compostables, and Recyclables; and
13. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract, except as otherwise provided in this Contract.

**Section 65. Incorporation of Contractor's Proposal.**

The Contractor's Proposal, dated September 27, 2017, submitted in response to the City's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicles, containers, performance systems and approach, outreach and assistance staffing and approach, customer service approach and response, 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.

**Section 70. Contractor Representations and Warranties.**

The Contractor represents and warrants to the City as follows:

1. Organization and Qualification. The Contractor is duly incorporated, validly existing and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
2. Authority.
  - a) The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of Contractor under this Contract in accordance with its terms.
  - b) This Contract has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.
3. Government Authorizations and Consents. The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
4. Compliance with Laws. The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the state of Washington, or its ability to perform its obligations under this Contract.
5. Accuracy of Information. None of the representations or warranties in this Contract, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
6. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, material needed, and of applicable taxes, permits, and laws. The Contractor affirms that within the Collection Area it is aware of the present placement of collection Containers for Garbage, Compostables and Recyclables. The Contractor represents and warranties that it is capable of continuing to collect these Containers from their present locations.

**Section 75. Compliance with Law**

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

**Section 80. Control of Waste.**

Pursuant to its authority under Washington State law, the City by this Contract authorizes the Contractor to act as its agent for the collection and delivery of Garbage, Compostables, and Recyclables from Residential Structures and Commercial Establishments in the City to Disposal Facilities as directed by the City. The City's rights of ownership and control over the Garbage, Compostables and Recyclables collected under this Contract vest upon the collection of the Garbage, Compostables and Recyclables; provided, however, that the original owner has the right of recovery to any valuable items inadvertently discarded that can be reasonably retrieved prior to final disposal.

**Section 85. Excluded Services.**

This Contract does not include collection or disposal of Special Waste, Unacceptable Waste or Construction Waste (with the exception of Residential Construction Waste collected in Carts or Detachable Containers as directed by the City).

This Contract does not necessarily include service to federal facilities, the Seattle Housing Authority, the Seattle School District or the University of Washington; or Compostables or Recyclables service to specific multifamily Residential Structures excluded by the City. These entities, however, may elect, at any time during the term of this Contract, to receive collection services from the City under this Contract and the Contractor agrees that upon request by the City, those collection services shall be governed by this Contract as long as such request remains in effect. The Contractor shall be free to solicit and contract for collection services to such excluded facilities independent of this Contract if they are not being served under this Contract.

However, if the University of Washington, or the Seattle Housing Authority in its entirety elects to receive collection services from the City, the Contractor and the City will negotiate the Contractor payment terms for such service. In addition, the City will negotiate Contractor payment terms if annexation causes an increase in the amount of collections performed by the Contractor.

**Section 90. Commercial Recycling.**

The City reserves the right to promote and contract for Recycling of any other component of the Commercial Waste stream not covered by this Contract at any time during the term of the Contract. The City shall be under no obligation to contract with the Contractor for the collection of any other such Recyclable Materials. The City reserves the right to establish Retail Rates for Recyclables collection.



### **Section 95. City Sets All Retail Rates to Customers.**

The City shall retain the authority to set Retail Rates for all services to customers under this Contract. Retail Rates shall be established by City ordinance. The City's rate ordinances shall specify the container size categories and service levels (frequency of services) that shall be made available to the customers by the Contractor. The Retail Rates, service categories and service levels offered by the City may be changed at any time and as many times during the Contract as the City deems appropriate, so long as after the start of the Contract the Contractor is provided sixty (60) days notice of any change of Retail Rate, service category, or service level, provided that if such change constitutes a change in the scope of services then the parties shall agree upon the terms of Contractor's compensation. Customers shall be charged for services pursuant to Retail Rates established by the City.

## **COMPENSATION**

### **Section 100. Payment for Collection and Transfer Services in 2019.**

The City will pay the Contractor monthly for all services under this Contract an amount derived by combining the following amounts:

1. **Curb Collection from Garbage Carts and Cans:** During the first year of collections (April 1, 2019 - March 31, 2020), the monthly sum of **\$810,496** for collection of Garbage from all Residential Structures receiving Garbage Curb Collection and any per unit and ancillary service payments per Attachment 1;
2. **Curb Collection from Recyclables Carts and Cans:** During the first year of collections (April 1, 2019 - March 31, 2020) the monthly sum of **\$524,967** for collection of Recyclables from all Residential Structures and Commercial Establishments receiving Recyclables Curb Collection and any per unit and ancillary service payments per Attachment 1;
3. **Curb Collection from Compostables Carts and Cans:** During the first year of collections (April 1, 2019 - March 31, 2020), the monthly sum of **\$788,528** for collection of Compostables from all Residential Structures and Commercial Establishments receiving Compostables Curb Collection and any per unit and ancillary service payments per Attachment 1;
4. **Onsite Collection from Garbage Containers:** During the first year of collections (April 1, 2019 - March 31, 2020), the monthly sum of **\$284,706** for Onsite Collection of Garbage from all Commercial Establishments receiving Cart, Can and bag Service, and for Onsite Collection of Garbage from all Residential Structures and Commercial Establishments receiving Detachable Container or Drop Box service, plus the unit collection prices for each Container collection and any ancillary service payments per Attachment 1;

5. **Onsite Collection from Recyclables Containers:** During the first year of collections (April 1, 2019 - March 31, 2020), the monthly sum of **\$61,282** for collection of Recyclables from all multifamily Residential Structures receiving Onsite Collection of Recyclables, plus the unit collection prices for each Container collection and any ancillary service payments per Attachment 1;
6. **Onsite Collection from Compostables Containers:** During the first year of collections (April 1, 2019 - March 31, 2020), the monthly sum of **\$8,922** for collection of Compostables from all Residential Structures and Commercial Establishments receiving Onsite Collection of Compostables, plus the unit collection prices for each container collection and any ancillary service payments per Attachment 1;
7. **Street Side Litter and Public Place Recycling Collections:** During the first year of collections (April 1, 2019 - March 31, 2020), the monthly sum of **\$27,075** for collection of Street Side Litter and Public Place Recycling Containers, plus the unit collection prices for these two services and any ancillary service payments in Attachment 1;
8. **Transfer services:** During the first year of transfer services (April 1, 2019 – March 31, 2020), the City will pay the Contractor the following amounts per ton:
  - Garbage transload and transport at **\$12 per ton** (up to 20,000 tons per year)
  - Compostables trans load only at **\$12 per ton**
  - Compostables transload and transport to processor at **\$19.50 per ton**
9. The City will add payments for the following collection services requested by City or Customer and competed by Contractor and listed in Attachment 1:
  - Special collections requested
  - Container deliveries requested
  - Special items collection requested
  - Litter and public recycle can maintenance
  - Additional ancillary services requested
  - Maintenance and cleaning services requested
10. Deductions and withholdings under relevant sections and performance payments, charges, or penalties under Sections 130, 140, and 150.

**Section 110. Inflation Adjustment.**

The City will compute inflation-adjusted payment amounts annually for both fixed and per-unit payments to the Contractor for the contract year beginning in April 2020 and later contract years as described below.

The “Inflation Adjustment Factor” will be a weighted composite of three federal prices indices: 1) the second-half annual consumer price index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area, Series ID No. CWURS49DSA0 ,

or successor indices, which will have a weight of **42%**, 2) the Alternative Fuels Data Center, Average Retail Fuel Prices in the U.S. for CNG, or successor index, which will have a weight of **8%**, and 3) the Employment Costs Index for Total Compensation for Private industry workers in administration and support and waste management and remediation services (National), Series ID No. CIU20156000000001 (B), or successor index, which will have a weight of **50%**. If the Contractor's primary fuel is not CNG, then the City will identify a similar fuel index to align with the primary fuel use.

The Inflation Adjustment Factor, for the contract year beginning in April 2020, and for each subsequent contract year, will be calculated by taking the weighted average, based on the weights above, of the percentage difference between the three indices' most recent year-end values and the corresponding values for the year ending December 2018, and adding the result to 1.0.

This annual Inflation Adjustment Factor will be applied to all payments made under the Contract, unless otherwise noted herein.

### **Section 120. Curb Collection Payment Adjustments.**

In addition to their annual adjustments for the Inflation Adjustment Factor defined in Section 110, the payments for Curb Collection of Garbage, Recyclables and Compostables listed in Section 100.1 – 100.3 will also be adjusted annually for changes in their respective tonnages collected and structures served. The specific bases for these payment adjustment calculations are as follows:

1. **Garbage Curb Collection:** The compensation for Residential Garbage Curb Collection for each Collection Area in each contract year shall be calculated from the initial contract-year payment as modified by the Inflation Adjustment Factor, multiplied by two additional adjustment factors to account for changes in tons and structures served:

The "**Tonnage Adjustment Factor**" for each Collection Area in each contract year will be based on the estimated tonnage of **Residential Curb Collection Garbage** collected by the Contractor in the Collection Area in the most recent calendar year, relative to the corresponding tonnage estimated to have been collected from that area during the calendar year 2019.

The Tonnage Adjustment Factor, for the contract year beginning in April 2021, and for each subsequent contract year, will be calculated by taking **25%** of the percentage difference between the most recent calendar year's Residential Curb Collection Garbage tonnage collected in the Collection Area and the corresponding tonnage estimated to have been collected from that area for the calendar year 2019, and adding the result to 1.0.

The "**Structure Adjustment Factor**" for each Collection Area in each contract year will be based on the number of **Residential Structures subscribing to Curb Collection Garbage** at year-end in the Collection Area.

The Structure Adjustment Factor for each area, for the contract year beginning in April 2021, and for each subsequent year, will be calculated by taking **50%** of the percentage difference between the number of relevant premises receiving active weekly service (and half the number of premises receiving every-other week service) in that area in December of the most recent calendar year and the corresponding number of premises from December 2019, and adding the result to 1.0.

- 2. Compostables Curb Collection:** The compensation for Compostables Curb Collection for each Collection Area in each contract year shall be calculated from the initial contract-year payment as modified by the Inflation Adjustment Factor, multiplied by two additional adjustment factors to account for changes in tons and structures served:

The “**Tonnage Adjustment Factor**” for each Collection Area in each contract year will be based on the estimated tonnage of **Curb Collection Compostables** collected by the Contractor in the Collection Area in the most recent calendar year, relative to the corresponding tonnage estimated to have been collected from that area during the calendar year 2019.

The Tonnage Adjustment Factor, for the contract year beginning in April 2021, and for each subsequent contract year, will be calculated by taking **25%** of the percentage difference between the most recent calendar year’s Curb Collection Compostables tonnage collected in the Collection Area and the corresponding tonnage estimated to have been collected from that area for the calendar year 2019, and adding the result to 1.0.

The “**Structure Adjustment Factor**” for each Collection Area in each contract year will be based on the number **Residential Structures and Commercial Establishments** in the Collection Area subscribing to **Curb Collections Compostables** services for the most recent calendar year-end.

The Structure Adjustment Factor for each area, for the contract year beginning in April 2021, and for each subsequent year, will be calculated by taking **50%** of the percentage difference between the number or relevant premises in that area in December of the most recent calendar year and the corresponding number in December 2019, and adding the result to 1.0.

- 3. Recyclables Curb Collection:** The compensation for Recyclables Curb Collection for each Collection Area in each contract year shall be calculated from the initial contract-year payment as modified by the Inflation Adjustment Factor, multiplied by two additional adjustment factors to account for changes in tons and structures served:

The “**Tonnage Adjustment Factor**” for each Collection Area in each contract year will be based on the estimated tonnage of **Curb Collection Recyclables** collected by the Contractor in the Collection Area in the most recent calendar year, relative to the

corresponding tonnage estimated to have been collected from that area during the calendar year 2019.

The Tonnage Adjustment Factor for each Collection Area, for the contract year beginning in April 2021, and for each subsequent contract year, will be calculated by taking **25%** of the percentage difference between the most recent calendar year’s Curb Collection Recyclables collected in the Collection Area and the corresponding tonnage estimated to have been collected from that area for the calendar year 2019, and adding the result to 1.0.

The “**Structure Adjustment Factor**” for each Collection Area in each contract year will be based on the number of **Residential Structures and Commercial Establishments** receiving **Curb Collection Recycling** services in the Collection Area at year-end.

The Structure Adjustment Factor for each area, for the contract year beginning in April 2021, and for each subsequent year, will be calculated by taking **50%** of the percentage difference between the number of relevant premises in that area in December of the most recent calendar year and the corresponding number in December 2019, and adding the result to 1.0.

**Section 130. Performance Incentives.**

The City and Contractor will meet regularly, as described in Section 1420, to review performance standards, outcomes and partnering opportunities to improve services. The following performance incentives will be applied for performance above or below City service expectations (Section 1400):

**1. Residential Collection Incentives**

Monthly performance bonuses or penalties will be applied for residential service above or below service standards based on the following scale:

<u>Service standard</u>	<u>Low</u>	<u>High</u>	<u>Bonus (Debit)</u>	
4 Above standard	0	<0.5	\$25	per complaint below standard
<b>3 Standard</b>	<b>0.5</b>	<b>1</b>	<b>\$0</b>	
2 Below standard	>1	1.5	(\$25)	per complaint
1 Failing	>1.5	NA	(\$50)	per complaint

Bonuses or penalties will be applied separately for misses (per 1,000 stops) and repeat miss (per 10,000 stops) and applied separately for Single-family and Multifamily residential services and separately for Garbage, Recyclables, and Compostables collection services.

**2. Residential Extras Recording Incentives**

The City expects the reporting of extra waste records (as described/defined in Section 830) to be at least 85% accurate. Semi-annual performance bonuses or penalties will be applied according the following scale:

<u>Service standard</u>	<u>Low</u>	<u>High</u>	<u>Bonus (Debit)</u>	
4 Above standard	>95%	100%	\$10,000	per % above standard
<b>3 Standard</b>	<b>85%</b>	<b>95%</b>	<b>\$ -</b>	
2 Below standard	75%	<85%	(\$10,000)	per % below standard
1 Failing	0%	<75%	(\$20,000)	per % below standard

### 3. Commercial Call Wait Incentives

The City expects average customer call waits to be under 20 seconds. Monthly performance bonuses and penalties based on **monthly average** speed to answer performance will be applied as follows:

<u>Service standard</u>	<u>Low</u>	<u>High</u>	<u>Bonus (Debit)</u>	
4 Above standard	>90%	100%	\$1,000	per % above standard
<b>3 Standard</b>	<b>80%</b>	<b>90%</b>	<b>\$ -</b>	
2 Below standard	>70%	80%	(\$1,000)	per % below standard
1 Failing	>70%		(\$2,000)	per % below standard

### 4. Commercial Abandoned Call Incentives

The City expects average abandoned calls to be under 5% per month. Monthly performance bonuses and penalties for abandoned calls will be applied as follows:

<u>Service standard</u>	<u>Low</u>	<u>High</u>	<u>Bonus (Debit)</u>	
4 Above standard	0%	>3%	\$1,000	per % above standard
<b>3 Standard</b>	<b>3%</b>	<b>7%</b>	<b>\$ -</b>	
2 Below standard	<7%	10%	(\$1,000)	per % below standard
1 Failing		>10%	(\$2,000)	per % below standard

### 5. Commercial Customer Satisfaction

The City expects the Contractor to maintain a customer satisfaction rating above 5 on a scale of 1 – 7 for commercial garbage service. Bi-annual performance bonuses or penalties will be applied as follows:

<u>Service standard</u>	<u>Low</u>	<u>High</u>	<u>Bonus (Debit)</u>	
4 Above standard	6	7	\$20,000	per point above standard
<b>3 Standard</b>	<b>5</b>	<b>6</b>	<b>\$ -</b>	
2 Below standard	4	5	(\$20,000)	per point below standard
1 Failing	-	3	(\$40,000)	per point below standard

### Section 140. Quarterly Partnership Payments.

The Contractor will partner with City to provide effective service delivery, self-monitoring and timely, accurate communication. The elements of the agreed partnership will be included in the Operations Plan. Each quarter the City will credit or deduct up to \$3,000 per item below in Contractor payments for succeeding or failing to achieve each major component of effective service and communication partnership:

1. Monitoring, resolving and reporting all service discrepancies and special City requests;

2. Completing all reports and electronic communications as described in the Contract and Operations Plan;
3. Maintaining sufficient container inventory and providing accurate and timely inventory reporting;
4. Performing all services above service standards (for bonus) or all services below standards (for penalty) as the described in Section 1400;
5. Significant increases in customer diversion resulting from Contractor outreach and assistance; and
6. Other major components as agreed by the City and the Contractor.

**Section 150. Performance Fees.**

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

<b>Performance Requirement</b>	<b>Penalty</b>
<u>Collection Failure</u>	
1. Failure to <b>collect missed</b> collection on the day the request is given to the Contractor if submitted prior to 10 am, or by the following business day (including Saturday) if request is given to the Contractor after 10 am.	\$200 each Detachable or Drop Box Container \$100 each Can, Cart, Street Side Litter or Public Place Recycling Container.
2. Failure to collect <b>Special Collection</b> within twenty-four hours after receipt of a notice from the City or the customer.	\$200 each Detachable or Drop Box Container \$100 each Can, Cart, Street Side Litter or Public Place Recycling Container.
3. Missed collection of <b>whole block</b> . (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street or alley between two streets.	\$250 per whole residential block
4. The <b>third miss</b> within one (1) year of any particular service at a particular address.	\$500 each incident

<u>Manner of collection</u>	
5. <b>Collection</b> outside of the <b>hours</b> as specified in Section 710.	\$250 each incident, to a maximum of \$1000 per truck per day
6. Collection on <b>other than the scheduled collection day</b> per Section 700, including early collection due to a holiday.	\$100 per Structure or Commercial Establishment, to a maximum of \$1000 per truck per day
7. Failure to place Containers, lids and locks back in <b>original location</b> or collect <b>spillage</b> consistent with Sections 845.	\$50 per incident \$500 per route per day
8. Collection <b>trucks exceeding weight limits.</b>	\$250 each incident
9. Unsatisfactory performance by Contractor after two (2) notices to correct specific <b>incidences involving the same address or collector</b> in any six (6) month period, e.g. leaving gates or doors open, crossing planted areas, abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, violation of noise statutes, or similar violations.	\$300 each incident
10. Collection as Garbage non-contaminated source-separated Recyclables or Compostables in clearly identified Containers	\$500 each incident
11. False collection records submitted to the City	\$100 each incident

Containers

12. Failure to <b>deliver Containers</b> for new Garbage service within 3 business days.	\$50 per Can, Cart, bin, lid or lock per day, \$100 per Detachable or Drop Box Container per day
13. Failure to <b>deliver, pick-up or replace Cans, lids, locks, Detachable or Drop Box Containers</b> within 5 business days of notification, including any identified needing repair or replacement and those for new or increased recycling or compost service.	\$50 per Can, bin, lid or lock per day, \$100 per Detachable or Drop Box Container per day
14. Failure to <b>deliver, pick-up or to increase or decrease the regular collection frequency</b> of Street Side Litter and/or Public Place Recycling Containers within five (5) business days of notification.	\$50 per Container per day (after 5 business days)



15. Failure to <b>deliver Detachable or Drop Box Containers</b> or modify collection frequency within ten (10) business days of notification for modified service levels.	\$200 per Container per day (after 10 business days)
16. Failure to <b>remove or repaint graffiti</b> on Containers within five (5) business days of notice.	\$50 per Container per day (after 5 business days)

**Section 160. Payment Procedure.**

No later than the 10<sup>th</sup> of each month, the Contractor will submit an invoice, and monthly report per Section 1530, to the City, for services provided during the prior month. The Contractor shall not receive their monthly compensation until all items required in Sections 1500, 1510, 1520, and 1530 are accurately submitted to the City.

This invoice will be paid by the City to the Contractor by wire transfer on or before the 30<sup>th</sup> of the same month (or 20 calendar days after the invoice date, if the invoice/monthly report is presented late). This invoice will be at a level of detail that will allow the City to determine the type (i.e., Garbage, Compostables or Recyclables), container size, frequency and per unit compensation associated with each service.

Compensation paid by the City to the Contractor for services under this Contract will determine the taxable income under this Contract for which Contractor will be responsible for paying B&O taxes. It is the intent of both the City and the Contractor that Contractor's taxable income for services under this Contract is not based upon the remittances paid by the Commercial Waste customers to the Contractor acting as billing and collecting agent for the City, including those taxes described in Section 1350.

**EMPLOYEES, SUBCONTRACTORS AND NON-DISCRIMINATION**

**Section 200. Prevailing Rate of Wage.**

The Contractor shall ensure that all Contractor and subcontractor collectors performing work under this Contract are paid not less than the prevailing rate of wage for the same trade or occupation as set by the City. The term "collectors" includes drivers, swampers, and others working on Garbage, Compostables, and Recyclables collection; it excludes office workers and management. If a collector, during the same pick-up, is collecting both Garbage and Recyclables, or Compostables and Recyclables (co-collection), he/she must be paid the highest prevailing rate of wage for collection.

The term, "prevailing rate of wage" includes the hourly wage, usual benefits and overtime paid in the locality as defined in RCW 39.12.010(b). The Contractor's duty to pay the prevailing rate of wage and to ensure that subcontractors pay the prevailing rate of wage is absolute and mandatory. No worker may waive full compliance or accept a lesser sum.

The current prevailing rate of wage for Garbage, and Compostables collectors, and workers collecting Recyclables is listed in Attachment 2. This Attachment will be updated

and reissued, to reflect any changes in effect on April 1, 2019. The prevailing wage will then be updated on a yearly basis thereafter.

Within thirty (30) days of starting collections on this Contract and thereafter on a yearly basis, the Contractor shall supply to each collector (including employees of the subcontractor) a copy of the prevailing wage. The Contractor shall also supply a copy to each new employee or temporary employee. The information shall be in both Spanish and English.

Should an employee prevail in suit against the Contractor for wages or benefits due and establish that his or her wages paid were less than the prevailing rate of wage set forth in Attachment 2, the Contractor shall pay to the employee, in addition to the wages or benefits due and accrued interest, a reasonable attorney's fee, expert witness' fee, and court costs, as well as any other damages that may be awarded.

Under-payment of prevailing wages shall be a material default of the Contract.

**Section 205. Paid Sick Time and Safe Time Ordinance**

The Contractor shall comply with City's Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance.

**Section 210. Minimum Wage and Wage Requirements**

The Vendor shall comply to the extent applicable with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.

**Section 215. Wage Increases for Employees.**

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively.

**Section 220. Payroll Records and Reports.**

The Contractor and subcontractors shall keep complete and accurate payrolls containing the following information with respect to each collector employed upon or under this Contract:

1. Name and residence address;
2. Classification of work;
3. City route number;
4. Number of hours employed each day, as verified by a time clock record;
5. Total number of hours employed each payroll period, as verified by a time clock record;
6. Rate of wages;
7. Total amount earned;
8. All deductions;
9. Net amount paid; and
10. Funds paid by employer for prevailing benefits.

All employees shall be paid in lawful money of the United States, in the full amount accrued to each employee at the time of closing the payroll.

The Contractor's and subcontractor's payroll records shall be available for inspection by City staff during office hours at the Contractor's Seattle office.

The Contractor and subcontractor shall submit electronic copy of payroll records with other above information if requested by the City.

The City shall withhold payment on all estimates for work performed by the Contractor under this Contract until: (1) all payroll reports, with the above information of said Contractor and subcontractor for work performed have been filed with the City; and (2) all employees doing collection work under this Contract have been paid the prevailing rate of wage as determined by the City.

**Section 225. Withholding and Payment of Tax Liens and Judgments.**

The City may withhold and pay to the United States of America or to any federal court, or the State of Washington or any state court, the amount claimed in a levy filed by the United States Internal Revenue Service or the Washington State Department of Revenue, respectively; the amount directed by a writ of garnishment, writ of attachment, or writ of execution, or by an order of a Bankruptcy Court, and/or by any court order, each for monies claimed from the Contractor. When presented such an order, the City may in its discretion institute interpleader proceedings. The City may make a payment in conjunction with the interpleader action to the appropriate court. Payments so made or deposited into the registry of the court shall be satisfaction of payment due to the Contractor.

**Section 230. Hiring Preference.**

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Compostables or Recyclables collection workers who have

been displaced from the awarding of this Contract. All displaced collection workers that meet basic hiring requirements (including commercial driver license, safe vehicle report, drug screening, physical exam, and background check) shall be hired for a minimum ninety (90) day trial period.

Upon the hiring of a displaced collection worker represented by a labor union, the Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision (s) provides for an increase.

**Section 240. Nondiscrimination - Employment Actions.**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

**Section 245. Affirmative Efforts in Hiring and Subcontracting.**

In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.

The WMBE Inclusion Plan submitted to the Contractor's Proposal is material to the Contract. The requirements and conditions stated in the WMBE Inclusion Plan shall be enforced as a contract requirement.

If upon investigation, the City finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall be notified in writing. The City shall give Contractor an opportunity to be heard with ten calendar days' notice. If, after the Contractor's opportunity to be heard, the City still finds probable cause, then the City may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by the Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

**Section 250. Equal Benefits**

The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits (“equal benefits”) to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle’s request, the Contractor shall provide complete information and verification of the Contractor’s compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract.

Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:

1. Require Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
2. Terminate the Contract; or
3. Disqualify Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
4. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

**Section 255. Americans with Disabilities Act.**

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities based on such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate Contract termination.

**Section 260. OSHA/WISHA Compliance.**

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all services under this Contract will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against the City as a result of the Contractor’s failure to comply with the acts and

standards thereunder and for the failure of the services furnished under this Contract to so comply.

**Section 265. Notification Requirements for Federal Immigration Enforcement.**

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding this Contract, the Contractor shall notify the City immediately. Such requests include but are not limited to requests for data or information (written or verbal) about workers engaged in the work of this Contract. To the extent allowed by law, no access or information shall be provided without prior review and consent of the City. The Contractor will request the federal authority wait until the City is able to verify the credentials and authority of the requesting agent and direct the Contractor on how to proceed.

**Section 270. Workers Right to Know.**

“Right to Know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question.

**Section 280. Independent Contractor.**

It is the intention and understanding of the parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

**Section 290. Key Persons and Subcontractors.**

Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor’s Subcontracting (Inclusion) Plan, without express written consent of Seattle. If during the

term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Inclusion) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

## **SECURITY; LIABILITY; DAMAGES**

### **Section 300. Performance Bond.**

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond ("Bond") for thirty percent (30%) of the estimated annual compensation to the Contractor under the Contract. The Bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

The initial Bond must be in place prior on or before April 1, 2019.

The Bond shall be conditioned upon full performance of all obligations imposed upon the Contractor in this Contract. The Bond shall be subject to approval by the City Attorney as to the company, form and sufficiency of surety. If the instrument is found by the City Attorney to be flawed, the Contractor must correct the flaw promptly prior to contract execution or the award may be terminated.

The Bond must be executed by a company that is included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), is included on the Washington State Insurance Commissioner's Authorized Insurance Company List, and is acceptable to the City.

The Bond shall be in full force effect and shall be the obligation of the surety unless the Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract. The Bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in the Bond which conflicts with the conditions and requirements of this Section is void.

Failure of the Contractor to furnish and maintain the Bond shall be considered a material default of this Contract and grounds of its immediate termination at the option of the City.

### **Section 310. Default of Contractor.**

This Section is independent, notwithstanding any other provisions of this Contract. Except as provided in the last paragraph of this Section, the Contractor may be held in default of the Contract in the event the Contractor:

1. Fails to perform ninety percent (90%) the collections required by this Contract and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
2. Has failed on three or more occasions of three (3) working days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 750;
3. Under pays prevailing wages per Section 200;
4. Fails to comply with the terms of any of the Employee Sections 205-270;
5. Fails to furnish and maintain a Performance and Payment Bond per Section 300;
6. Fails to furnish and maintain the Insurance requirements per Section 340; or
7. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a meeting with the General Manager at which the Contractor will be given the opportunity to correct the deficiency above and to show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the General Manager, why the Contractor should not be declared to be in default of this Contract, the General Manager may make a declaration of default. In evaluating whether to make such a declaration of default, the General Manager shall, in her/his discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.

In declaring the Contractor to have defaulted on the Contract, the Director also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance Bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City pursuant to Sections 1020 and 1500 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefor. Such employment shall not relieve the



surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance Bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent inventory submitted to the City pursuant to Section 1020 and 1500 hereof, for collection purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the City secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

### **Section 320. Ownership of Equipment.**

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

All such leases, conditional sale contracts, mortgages, or other agreements shall provide that in the event of the Contractor's failure to perform its obligations under this Contract, the City, at its option, shall have the right to take possession of and operate vehicles, facilities, equipment, and property covered by such lease or agreement for the unexpired term of this Contract. No further encumbrance shall be placed upon any such vehicles, facilities, or equipment without the prior written approval of the City.

### **Section 330. Commitment of Equipment.**

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 1020 and 1500 for use in the performance of this Contract (called "such property") shall be available for use in collecting Garbage, Compostables and Recyclables in the Collection Area. When provided, this Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
2. In event the Contractor is in default, allow the City to use without further documentation all or a portion of such property and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, at the City's discretion, for a period of up to six months following the date of the City's declaration of default, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's or the Substitute Contractor's interim usage; and
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and the Surety on the

Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections (1), (2) and (3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

**Section 340. Insurance Limits.**

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"):

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:
  - Premises/Operations
  - Products/Completed Operations
  - Pollution – On-Site and Off-Site\*
  - Personal/Advertising Injury
  - Contractual
  - Independent Contractors
  - Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$1,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$2,000,000	Products/completed operations aggregate
\$2,000,000	General aggregate
\$1,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.
3. WORKERS' COMPENSATION INSURANCE as required by the Industrial Insurance laws of the state of Washington.
4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$10,000,000 CSL (\$11,000,000 total limits requirement).

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\* Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage.

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

**Section 350. Insurance Terms and Conditions.**

1. **City of Seattle as Additional Insured:** The CGL, Auto, and excess/umbrella insurance shall include “the City of Seattle” as an additional insured for primary and non-contributory limits of liability.
2. **No Limitation of Liability:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.
3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** The Contractor’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. The Contractor’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Contractor’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor’s CGL policy shall NOT include any of the following Endorsements (or their *equivalent endorsement or exclusions*): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer’s Liability exclusion, (e) any “Insured vs. Insured” or “cross-liability” exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor’s failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Contract.
4. **Claims Made Form:** If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Contract. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the

claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the contract.

5. **Deductibles and Self-Insured Retentions:** Any self-insurance retention or deductible in excess of \$ 25,000 that is not “fronted” by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self-insured or deductible layer and upon City’s request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.
6. **Notice of Cancellation:** Under RCW 48.18.290 (“Cancellation by insurer”) applicable to insurers licensed to do business in the State of Washington, the City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation must therefore be actually delivered or mailed to the City not less than 30 days prior to cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to cancellation (10 days as respects non-payment of premium).
7. **Qualification of Insurers:** Insurers shall maintain A.M. Best’s ratings of A- VII unless procured as a surplus lines placement under RCW chapter 48.15, or as may otherwise be approved by the City.
8. **Changes in Insurance Requirements:** The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.
9. **Evidence of Insurance:** The Contractor must provide the following evidence of insurance:
  - a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
  - b) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
  - c) A copy of all other amendatory policy endorsements or exclusions of the Contractor’s insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a

reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

**Section 360. Indemnity.**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

**Section 370. Liquidated Damages.**

This Section is independent of Section 310. The acts or omissions in the left-hand column are a breach of this Contract; the amounts in the right-hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment to the Contractor.

	<b><u>OMISSION</u></b>	<b><u>LIQUIDATED DAMAGE</u></b>
1.	Failure to forward funds received from Commercial Establishments for collection services to the City in the time frames expressly established herein.	\$5000 each incident
2.	Submitting false data, information or reports to the City.	\$5000 each incident

In addition to the above damages, the Contractor shall not be paid for work not performed. If the Contractor, for any reason, fails to make collections called for in the Contract for any period (except as provided for elsewhere in this Contract), with the result that any portion of the scheduled collection is not completed within a given calendar week, the City shall deduct, for such nonperformance, a reasonable amount from the Contractor's next monthly payment(s), which amount shall be based on, among other factors, the number of Residential Structures and/or Commercial Establishments from which collections have not been made, the duration of such failure of collection, and special costs including administrative expenses incurred by the City as a consequence of such failure.

Procedures for applying, appealing and reversing liquidated damages will be included in the Operations Plan.

## **INFORMATION DISCLOSURE AND ETHICS PROVISIONS**

### **Section 400. No disclosure unless required by law.**

The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Contract. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

### **Section 410. Contractor's Understanding and Obligations.**

The Contractor understands that any records (including but not limited to proposal submittals, the Contract, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

The Contractor must separate and clearly mark as "proprietary" information all records related to this Contract or the performance of this Contract that the Contractor believes are exempt from disclosure. The Contractor is to be familiar with potentially-applicable public disclosure exemptions and the limits of those exemptions, and will mark as "proprietary" only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.

If the City notifies the Contractor of a public records request, and the Contractor believes records are exempt from disclosure, it is the Contractor's responsibility to make its own determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor's discretionary decision whether to file the lawsuit.

If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.

Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Contract or (b) the Contractor's obligations under this Contract.

The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

**Section 420. The City's Obligations.**

The City will disclose those parts of records the Contractor has marked as “proprietary information” only to authorized persons unless: (a) the City discloses the records in response to a public records request or (b) the Contractor has given the City express advance written permission to disclose the records. “Authorized persons” means those City officers, employees, contractors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City. The term “proprietary information” does not include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Contract.

If the City receives a public records request for records that Contractor has marked as “proprietary information”, the City may promptly notify the Contractor of the request. The City may postpone disclosing these records for ten business days after it has sent notification to the Contractor, in order to allow the Contractor to file a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the Contractor's discretionary decision whether to file the lawsuit.

If the City has notified the Contractor of a public records request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City may disclose the record.

The City has no other obligations concerning records the Contractor has marked as “proprietary information” under this Contract. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to the Contractor for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.

**Section 440. Violation of Antitrust or Corrupt Practice Laws.**

In the event the Contractor is found to be guilty of a violation of antitrust or corrupt practice laws for acts performed in Washington during the term of this Contract, the City at its election may terminate this Contract by giving the Contractor written notice of the City's intent to terminate this Contract effective on the date designated by the City in the notice. For purposes of this Section, the “antitrust or corrupt practice laws” shall include all civil and criminal statutes, both state and federal, pertaining to the antitrust laws, fair practices acts, and any laws governing corrupt standards or practices. Further, for the purposes of this Section, the Contractor shall be considered to be “guilty” of a violation of such antitrust or corrupt practice laws if the Contractor or any of its officers or management employees: (1) enters a plea of guilty to a charge, (2) enters a plea of nolo contendere, or (3) is found guilty of a criminal violation or is held liable for a civil violation by the highest court or tribunal which considers the case.



**Section 450. No Conflict of Interest.**

Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**Section 460. No Gifts or Gratuities.**

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Vendor. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

**Section 470. Campaign Contributions.**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City.

**Section 480. Involvement of Current and Former City Employees.**

If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to SPU Contracting Division of the current or former City official, employee or volunteer's name. The Vendor Questionnaire in your proposal included an initial Contractor listing. Contractor shall update the Contracting Division with any relevant changes. The Contractor shall be aware and familiar with the Ethics Code (SMC 4.16) and educate workers accordingly.

**Section 490. Ethics Code for Workers with 1,000 hours.**

The Contractor shall provide annual list of workers that perform more than 1,000 hours of contract work within a rolling 12-month period. Such hours include performance under for the Contract, and any other hours that the worker performs for the City under other contracts. The Contractor shall advise such workers that they are subject to the City Ethics Code (SMC 4.16) and educate workers accordingly.

**ANCILLARY PROVISIONS**

**Section 500. Assignment or Pledge of Moneys by the Contractor.**

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge

together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

**Section 505. Assignment; Subcontracting; Delegation of Duties.**

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion.

Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions (Section 250). Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions (Section 250).

The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

During the term of this Contract, the Contractor shall not have any ownership interest in any other company that has a contract for Solid Waste collection with the City.

**Section 510. Audit.**

The Contractor shall maintain in its office in King County full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Contract. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Contract, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement

or other arrangement under which any other person or entity is permitted to perform work under this Contract.

**Section 520. Contract Rights.**

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

**Section 525. Interpretation.**

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

**Section 530. Law; Venue.**

The laws of the State of Washington and Charter and Ordinances of the City shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the Superior Court of the State of Washington for King County.

**Section 535. Notices.**

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses:

To the City:

Hans VanDusen  
Seattle Public Utilities  
Seattle Municipal Tower, Suite 4900  
700 Fifth Avenue  
P.O. Box 34018  
Seattle, Washington 98124-4018  
Phone: (206) 684-4657

To the Contractor:

Area Director, Public Sector Solutions  
Waste Management of WA, Inc.  
720 4<sup>th</sup> Avenue, Suite 400  
Kirkland, WA 98033

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

**Section 540. Severability.**

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

**Section 545. No personal Liability.**

No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

**Section 550. Disputes**

The City and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the parties' Contract representatives as listed in Section 535, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, The City may require Contractor to correct such work prior to the City payment. In such event, the City must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

**Section 560. Termination.**

Notwithstanding any other provisions of this Contract, the City may terminate this Contract upon a material default under or breach of this Contract by the Contractor, provided the Contractor has been provided written notice of the default by the City, and has been afforded thirty-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the City. A termination for violation of an equal opportunity provision, or violation of any other provision shall take effect in fifteen (15) days after delivery of notice of termination.

**Section 570. Force Majeure – Suspension.**

This section applies in the event either party becomes unable to perform its obligations under this Contract as a result of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents and that severely compromises the party's ability to perform its obligations under the Contract. Such events may include, but are not limited to, a natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Contract.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Contract as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Contract.

**Section 580. Emergencies, Disasters – Major Service Disruption.**

This section applies in the event an emergency or disaster causes a major disruption to the Contractor's ability to maintain standard levels of service in the performance of its obligations under the Contract. Such events may include, but are not limited to, a severe storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above (except as provided in Sections 750 and 760). In such an event:

1. The City shall notify the Contractor of the emergency or disaster, describing the relevant circumstances arising from the event, and request emergency and priority services from the Contractor.
2. Upon such notice from the City, the Contractor shall consult and work with the City to develop strategies and tactics to manage the emergency and provide services to restore the City to normal operating conditions as soon as reasonably possible. Certain disaster scenarios will be modeled and planned for in advance, to the extent possible. The Contractor shall exercise its best efforts in providing the emergency and priority services as requested by the City in as timely a manner as possible.
3. The Contractor shall use commercially reasonable efforts to make the City's customers its first priority, and its efforts to provide City's customers with emergency and priority services shall, to the extent commercially reasonable, not be diminished as a result of the Contractor providing service to other customers.
4. If the Contractor is unable to respond in the time requested by the City, the Contractor shall respond as soon as practical. The Contractor shall immediately assist the City to the extent reasonable in providing services, which may include offering the City substitutions, provided that the Contractor obtains prior approval from the City for the substitutions.

5. The City shall compensate the Contractor for performing emergency and priority services under this section in a manner consistent with the compensation provisions of this Contract, and any additional collections performed by Contractor shall be paid at the Special Collection Rate or as otherwise specified in the Contingency Plan.

The City and Contractor shall work in good faith to develop a mutually acceptable Contingency Plan addressing the above and incorporate this into the Operations Plan.

**Section 590. Adjustment - Change of Law or due to a Force Majeure Event.**

This section applies in the event a change in federal, state, or local laws or a prolonged change in circumstances due to a Force Majeure Event results in a substantial increase (or decrease) in costs to the Contractor in the performance of its obligations under this Contract. To qualify as a substantial increase in costs under this section, Contractor must demonstrate to the satisfaction of the City that the change in law or prolonged change in circumstances due to a Force Majeure Event has resulted in an increase of more than ten percent over the actual costs incurred by the Contractor for the same services provided under this Contract. A change in law under this section shall not include changes in law with respect to property, income, business, payroll, franchise, employment, excise, sales or general use taxes, but does include fuel, carbon, or solid waste taxes or fees enacted or amended during this Contract, provided such taxes or fees are not covered by the Fuel Index in Section 110 or passed through directly to the City or customers.

The Contractor may request an adjustment under this section. Any adjustment the City decides to grant under this section shall be prospective only. If the Contractor decides to request an adjustment under this section, the Contractor shall file with the City an adjustment request setting forth the Contractor's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Contractor has suffered a substantial increase in costs under this section rests with the Contractor. The Contractor shall provide the City with any and all documentation and data reasonably necessary to evaluate the request. The City shall act within 90 days of receipt of a properly filed request and may either grant, grant in part, or deny the request, which shall not be unreasonably denied.

In the event a change in federal, state, or local law or prolonged change in circumstances due to a Force Majeure Event results in a decrease of more than ten percent from the actual costs incurred by the Contractor for the same services provided under this Contract, and upon 60 days prior notice from the City, the Contractor shall accept an adjustment to reflect such decrease in its costs. The burden of demonstrating that the Contractor has enjoyed a substantial decrease in costs under this section rests with the City. The Contractor shall provide the City with any documentation and data reasonably necessary to determine whether the Contractor has enjoyed a substantial decrease in costs.

## **COLLECTION SERVICES**

### **Section 610. Garbage Collection.**

The Contractor shall provide weekly collection of Garbage from Cans or Carts at curb/alley locations and residential backyard locations. The City may require the Contractor to perform multiple collections each week at up to 25 multifamily structures on curb/alley locations, and identified backyard services.

The City may allow curb/alley customers to receive every other week service. The Contractor shall note any such accounts and collect Garbage on the week opposite the curb/alley recycling service for the relevant account.

The Contractor shall collect Garbage at a frequency directed by the customer and/or the City for onsite Cans, Carts, bags, Detachable Containers and Drop Boxes (including up to three times per day for bag and Drop Box services).

Garbage collection may include collection of Residential Construction Waste from Carts and Detachable Containers as directed by the City.

### **Section 620. Compostables Collection.**

The Contractors shall collect Compostables weekly from Cans or Carts at curb/alley locations, and identified back yard services. The Contractor shall collect Compostable at a frequency as directed by the customer or the City from onsite Containers.

The Contractor shall collect from subscribers Compostables which have been placed in Cans and Carts or which have been boxed, bundled or placed in a kraft paper bags or other compostable bags not exceeding 32 gallons in capacity. The Contractor shall empty and return reusable polypropylene plastic bags of 32 gallons or less. The Contractor shall not knowingly collect Compostables that that have been placed in plastic bags.

Bundles shall not exceed four (4) feet in length and two (2) feet in diameter. The Contractor is not required to collect Cans or bundles of Compostables that exceed sixty (60) pounds. Subscribers retain the option to pay for more than one subscription per account.

The Contractor will place a new Contractor-provided compostable liner bag in identified Carts at select multifamily accounts.

The Contractor shall not knowingly collect as Compostables unsegregated Garbage, or Compostables that is contaminated by Garbage, Recyclables, fecal matter, hazardous substances, Unacceptable Wastes or other contaminants and ineligible material. The Contractors will leave a customer notice on any non-complaint container and report to the City within two hours. The Contractor shall exercise good faith to ensure that non Compostable material is not knowingly placed in the collection truck. However, both

parties recognize that non Compostables material may be inadvertently collected due to customer confusion or customer misuse.

The City retains an option to direct the Contractor to stop collecting Compostables from Commercial Establishments under this Contract by giving the Contractor three (3) months advance notice.

**Section 630. Recycling Collection.**

The Contractors shall collect Recyclables every other week from Cans or Carts at curb/alley locations, and identified back yard services.

The Contractor shall collect Recyclables at a frequency as directed by the customer or the City for multifamily sites with onsite Containers (including up to twice per day for prepaid bag service). The Contractor shall provide customers with a sufficient number and type of Containers to hold all the Recyclables accumulated between collections. The Contractor will install larger and compacted detachable containers to reduce collections per site.

If there is consistently excess material, as determined by the City, the City will instruct the Contractor to, within ten (10) business days of notification, increase service by delivering a larger Container, deliver additional Containers or provide more frequent collections. The City's decision shall be final and binding.

Recyclables will be collected from contractor-provided bags, if needed, for multifamily and commercial sites in Clear Alley locations.

The Contractor shall not knowingly collect as Recyclables unsegregated Garbage, or Recyclables contaminated by Garbage, Compostables, fecal matter, hazardous substances, Unacceptable Wastes or other contaminants and ineligible material. The Contractors will leave a customer notice on any non-complaint container and report to the City within two hours. The Contractor shall exercise good faith to ensure that non-Recyclable material is not knowingly placed in the collection truck.

**Section 650. Bulky Items and Electronics.**

The Contractor shall provide separate collection of Bulky Items and Electronics on request basis. The Contractor shall provide the separate collection on the customers' garbage collection day within six (6) working days of City notification.

The Contractor shall coordinate up to two annual drop-off event in each collection zone for residents to recycle select Bulky Items and Electronics. The Contractor and City will mutually promote the events and agree on the items to be collected. The Contractor may coordinate with other recycling partners to receive the recyclable items. There will be no charges to the City or residents.

**Section 660. Curb/Alley Locations.**

For each block face, curb/alley services shall be at a consistent location, either all curbside or all alley, except by special arrangement under mutual agreement between the



Contractor and the City to accommodate extraordinary case by case situations. If particular property does not abut the alley or have safe and usable alley access, placement shall be at the curb. The Contractor shall collect collection Containers placed as follows:

1. From properties with level planting strips, in the planting strip or driveway within eight (8) feet of the curb;
2. From properties with alleys of sufficient width, in the alley or within four (4) feet of the alley gate if the gate is within four (4) feet of the alley;
3. From properties with sidewalks but not planting strips, on the owner's property, within eight (8) feet of the sidewalk, if level;
4. When the foregoing location slopes at a grade making placement of a Container difficult, the nearest reasonable level area;
5. If the property has no sidewalk or planting strip, dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to the Contractor's equipment; and
6. From backyard locations as described in Section 670.

Any disagreements over correct placement of Containers for collection will be determined by the City. The City's decision shall be final and binding.

The Contractor agrees that the City supplied electronic information regarding all customers, including the number and size of the Containers and the collection frequency.

After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside, alley, or backyard location.

**Section 670. Backyard Can Service Option.**

The Contractor shall provide backyard collection service to Residential Structure customers who pay a premium for backyard services and for those who the City qualifies to receive backyard Garbage, Recyclable and Compostables service due to disability. The Contractor shall provide drivers with detailed information on all backyard locations.

The Contractor shall collect materials from a backyard customer when the materials are in a location convenient for the customer and accessible by the Contractor. The Contractor shall supply Containers for Garbage, Recyclables and Compostables to those customers qualifying for backyard Garbage, Recyclable and Compostables collection, and supply Containers to those backyard Garbage customers who request them. After emptying the Container, the Contractor shall replace the lid and return the Container to its former location without damage.

### **Section 680. Onsite Container Locations.**

The Contractor shall collect onsite services as follows:

1. Existing services shall continue to be collected from existing locations, unless the customer would like them relocated to an alternate location. In such cases the Contractor and customer will attempt to reach agreement on a new location.
2. New services shall be located at the Residential Structure or Commercial Establishment in a manner satisfactory to the customer and for collection by the Contractor and shall meet the provisions of the Seattle Fire Code.
3. The Contractor is required to provide collection service from locked buildings or enclosures when so requested by the customer. For entry into such a locked building the customer shall provide the Contractor with a key, keypad, or key box. The Contractor shall securely store entry keys and safeguard any keypad information;

Detachable Containers and/or Drop Boxes shall be located on the premises in a manner satisfactory to the customer and convenient for collection by the Contractor and shall meet the provisions of the Seattle Fire Code. Any disagreements over Container placement and collection shall be mediated by the City, whose decision shall be final and binding.

The Contractor is not required to collect from Detachable Containers and/or Drop Boxes if access across the customer's private property is blocked. The Contractor need not collect Detachable Containers and/or Drop Boxes supplied by customers unless compatible with the equipment approved for the performance of this Contract. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Structure collections the Contractor has been unable to make under this Section.

The Contractor is not responsible for any damage to paved areas, including driveways, caused by the weight of a collection vehicle, or other damage to private property not caused by the negligence or misconduct of the Contractor. The Contractor shall be responsible for informing customers of the possibility of property damage if the Contractor reasonably believes that the weight of their collection trucks will damage paved areas.

The Contractor shall provide all collection services necessary to empty Containers attached to compactor units. These services include without limitation: disengaging the Container from the compactor unit; positioning the Container for collection truck access; returning the Container to the compaction unit and reattaching it; and cleaning up any spilled Garbage or Compostables.

The Contractor agrees that the City has supplied electronic information regarding the number, size, location, and collection frequency of all onsite containers.

## **SCHEDULING COLLECTION, MISSES & SPECIAL PICKUPS**

### **Section 700. Scheduling of Collection.**

All curb/alley collections shall be collected from each account on the same day of the week. Garbage and Compostables shall be collected weekly and Recyclables shall be collected every other week.

For curb/alley collections, the Contractor shall divide the Collection Area into five collection sectors, with one sector to be collected Monday through Friday (saturation routing). The five collection sectors shall be bounded by natural boundaries, such as bodies of water, major highways or arterials. Collections shall be made on a regular schedule on the same day and approximately the same time on each collection day.

The Contractor shall supply the City paper maps and shape-file formatted electronic files for the curb/alley collection days, recycle weeks, and route boundaries.

For onsite collections, the Contractor shall divide the Contract Area into sectors or routes in a manner that spreads collection over the work week. Collections shall be made from Containers on a regular schedule on the same days of the week each week or month and approximately the same time on each collection day according to the frequency determined by the Contractor and the customer as necessary for each location.

On a case by case basis the Contractor shall be required to provide a Detachable Container customer with a two-hour collection window to enable the customer to ensure that the Container is available for collection. Collection attempts outside of the window would be considered a collection miss per Section 740.

The Contractor shall collect three times a day from prepaid bag customers and provide customers a three-hour window for each collection. Any collections not made within the three-hour window shall be considered a miss under Section 740.

At least one month prior to the first collection under this Contract, the Contractor will notify all customers with a container notice, phone call and direct mail to the billing and service address of any collection day changes from the present contract.

Beginning October 1, 2019, the Contractor may change the day(s) of collection by giving notice to the City at least forty-five (45) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change. The Contractor shall provide the City with an electronic listing, and a revised file of the changes at least twenty-one (21) calendar days prior to the effective date of the change. The form of notice to the customer shall be subject to the approval of the City.

### **Section 710. Time of Collection.**

The Contractor is authorized to collect Cans, Detachable Containers and Drop Boxes in residential districts between 7 am and 5 pm, Monday through Saturday. The Contractor is authorized to collect Cans, Detachable Containers and Drop Boxes from both sides of

parallel streets or alleys bordering commercial and industrial districts between 7 am and 10 pm for Monday through Friday and 9 am to 9 pm for Saturday or Sunday. The Contractor is authorized to collection onsite containers in commercial and industrial districts, as defined in SMC 25.08.100 (B) and (C), 24 hours per day. The Contractor may request a temporary extension of hours. Such authorization shall not be unreasonably withheld.

**Section 720. Holiday Collections.**

The Contractor shall provide collection services on all legal holidays except Thanksgiving Day, Christmas Day and New Year's Day, with the exception of those accounts receiving bag collection service. Material regularly scheduled to be collected Thanksgiving Day shall be collected on Friday, the day after Thanksgiving. Friday's material shall be collected on Saturday. If Christmas Day or New Year's Day falls on a regularly scheduled workday, collections will be delayed one day and Friday's material shall be collected on Saturday. Bag service accounts must be collected as scheduled with no delayed collections due to Thanksgiving Day, Christmas Day or New Year's Day, unless the customer agrees to a delayed collection.

**Section 730. Special Collections.**

The Contractor will provide special collections Garbage, Compostables, Recyclables, Street Side Litter or Public Place Recycling Containers as requested by City or Customer on Monday through Saturday. Requests could include a designated neighborhood, block, Residential Structure, or Commercial Establishment. The Contractor shall make special collections on Monday through Saturday within twenty-four hours after receipt of a notice from the City or the customer.

The Contractor may also be required to perform collection services on a Sunday, with separate payment rates, due to special circumstances such as special events or natural disasters such as a snowstorm, windstorm or an earthquake.

Special collections are supplemental to the Contractor's regular collection services, missed and make-up collections, excess Garbage and Compostables collection, and bulky items and white good collections that are required by other provisions of this Contract.

**Section 740. Missed and Make-up Collections.**

Should the Contractor fail to make collections on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day, if notification of the miss is received by 10:00 am that business day, or by the end of the business day following notification by the City, if the notification is received after 10:00 am. The City will transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving curb/alley service. The City will transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection.

Solely for the purposes of this Section 740, the "business day" for the Contractor includes Saturday. "Business days" for the City are Monday through Friday, excluding any City holidays. Therefore, all miss complaints transmitted to the Contractor after 10:00 am on Friday must be collected by the end of the day Saturday.

Notwithstanding the foregoing, the City may require the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount out for collection on the customer's next scheduled collection day without any additional charge, and to allow the customer to use a bag or temporary receptacles as well as additional bundles for those additional volumes; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a Residential Structure missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Can/Cart collection of Garbage, Compostables, and Recyclables, that placement did not comply with Section 660 or that as to Detachable Container, or Drop Box collection of Garbage, Compostables, and Recyclables with Section 680 provided that the Contractor shall have left a City printed tag on all material left because it was not prepared properly, it was overweight, or for other reasons.

The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Structure collections the Contractor has refused or been unable to make via download into the City's billing and information system. This input shall include the service address, account number and the reason of the non-collection. This input shall be referred to as the Exception List "(EL)".

If the City transmits a miss complaint to the Contractor which is on the EL, or the City transmits a miss outside of the times established above, the Contractor may charge the City for a special collection in accordance with Section 730. If the City transmits a miss complaint which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Can or Cart is overweight or contains material that should not be collected due to Unacceptable Wastes, Recyclables or Compostables, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a City printed tag, explaining why the material was not collected. The Contractor shall also

inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

This section applies to omitted collections of a single Residential Structure, a row of Residential Structures, and/or an entire route.

**Section 750. Service Disruptions Due to Weather.**

When snow or ice or other weather conditions prevents collection of all or a portion of the Contractor's routes on the scheduled day, the Contractor shall make collection on the next day. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer places out for collection, including Recyclables, even if not scheduled that week, subject to reasonable limits to be agreed upon by the Contractor and the City and set forth in the Operations Plan. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Contractor is authorized to perform collection services after 5:00 pm during, or immediately after, disruptions due to weather in order to finish the collection routes.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. The notification shall be made the previous day or by 6:00 a.m. of the collection day. The City will notify the media of such non-collection days.

The Contractor shall not be paid for non-collections due to snow or ice; the City shall deduct \$250 from the Contractor's regular monthly payment for each individual Curb Collection Garbage and Compostables route which is not 90% collected by the end of the day following the scheduled collection day. The Contractor shall collect any missed Recyclables on the week following non-collection.

**Section 760. Service Disruptions -- Non Weather.**

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the City will adjust the Contractor's payment for such non-collection. The Contractor must notify the City, within 2 hours of the collection attempt, of any Residential Structure collections the Contractor has been unable to make under this Section.

The Contractor may directly contact City of Seattle Parking Enforcement to request assistance to clear streets or blocked alleys, notify them of illegally parked cars, or request other assistance.

When labor disruptions prevent collection on the scheduled day, the Contractor shall make collections on the next day. If such labor disruption continues for a second consecutive day or more, the Contractor shall resume collections on the customers' collection day the

following week. On the day that collections resume, the Contractor shall take bags, boxes and other secure material, and shall empty temporary receptacles that customers have used when the collection Containers have been filled. The Operations Plan and the Contractor's Contingency Plans shall identify priority customers and the procedures for ensuring continuing service for those customers. The Contractor is authorized to perform collection services after 5:00 pm during, or immediately after, labor disruptions in order to finish the collection routes.

The Contractor shall not be paid for non-collections due to labor disruptions. The City shall deduct \$400 from the Contractor's regular monthly payment for each individual Curb Collection Garbage and Compostable route which is not 90% collected by the end of the day following the scheduled collection day. The Contractor shall collect any missed Recyclables on the week following non-collection.

## **MANNER OF COLLECTION**

### **Section 820. Collection Exceptions**

The Contractor will notify the City within two hours of any collection exceptions, not set-out and/or located consistent the relevant Contract terms. However, the City shall be the sole and final judge if a collection was warranted.

The Contractor is not responsible for collecting 12/13 gallon cans weighing more than 20 pounds, 20 gallon cans in excess of 30 pounds, 32/35 gallon cans in excess of 60 pounds, 65 gallon carts in excess of 120 pounds, 95 gallon carts in excess of 180 pounds, or extra bags or bundles weighing in excess of 60 pounds. The Contractor shall collect Containers that are placed in accordance with Sections 660, 670, 680, and other relevant sections of this Contract.

If material is left uncollected, the Contractor will leave an explanation tag, to help the customer correct the problem and avoid it in the future.

### **Section 830. Collection of Excess Garbage and Excess Compostables.**

The Contractor shall collect Garbage and Compostables in excess of the base service level if set out on or adjacent to the customer's container and if the account is not flagged for the Contractor to reject extra set outs. For collection of such excess Garbage and Compostables, the Contractor shall record the account and the number of excess units collected and submit records daily to customer billing systems.

Excess Garbage and Compostables may be in either an additional Can, bag or a bundle which does not exceed 32 gallons in capacity and sixty (60) pounds. Each individual bag or bundle of excess Garbage or Compostables or additional Can shall be considered an excess unit. Garbage or Compostables piled above the rim of the Can, Cart, Detachable Container, or Drop Box shall be recorded as excess Garbage or Compostables.

The Contractor will only upload Residential Structure addresses that are matched to an account number. Addresses that do not match to an account number will be transmitted to the City in a separate file for research. When the City has determined the correct account number for the particular service address, the City will transmit the account number to the Contractor to be used for subsequent extra Garbage collection transactions.

If an individual customer continuously disputes excess unit charges, the City has the option of transmitting that customer address to the Contractor and telling the Contractor to not collect excess units from that particular address. The customer will be informed that in the future no excess Garbage and/or Compostables will be collected. However, this option will not be extended to absentee bill-payers for their tenants. All excess units placed out by tenants not listed as the bill payer shall be collected and recorded as excess units and uploaded to the City. The City shall have the option to require the Contractor to photo document excess collections at accounts that have repeated concerns.

While collecting excess Garbage or Compostables from Residential Structures, if an address is not visible, and there is no address sticker on the Can, the Contractor will leave the excess Garbage or Compostables, leave a City-approved Oops tag explaining why the excess was not collected, and transmit this information via the exception files to the City within 2 hours of the collection attempt. Prior to or during the next collection, the Contractor shall place a correct address on the Can.

While performing regular collections from Detachable Containers, the Contractor shall collect any excess Garbage that is piled above the rim of the Container, on top of the Container lid, or on the ground beside the Container if the account is not flagged for the Contractor to reject extra set outs. Excess Garbage must be prepared in accordance with SMC 21.36.010. The Contractor shall record the address of the Container location and an estimate of the amount of excess Garbage collected in quarter yard increments.

If a Detachable Container customer requests that excess Garbage not be collected from their location, the City has the option of transmitting that customer address to the Contractor and informing the Contractor to not collect any excess Garbage on top of the Container lid or on the ground beside the Container. Excess Garbage piled above the rim of the Container, or blocking the collection of the Container, will be collected and recorded as excess Garbage by the Contractor. The customer will be informed that in the future they will need to order a "paid special" per Section 650 to have any excess Garbage collected.

The City has the option of sending the customer "excess Garbage tags or bags", as described in the Operations Plan. The Contractor shall collect any such excess Garbage that has a tag or is bagged, and will not record such material as excess.

The Operations Plan contains the specifications for the amount of Garbage or Compostables which can be above the rim of the Can, Detachable Container, or Drop Box for the Contractor to record excess Garbage or Compostables. The Operations Plan also contains a description of ongoing training between Contractor and City staff to enable



Contractor staff to better identify and record extra Garbage and Compostables, City monitoring protocols, as well as the appeal procedures for this activity.

The City will randomly monitor routes, or portions of routes, on a regular basis. Any addresses that are observed with excess Garbage or Compostables will be photographed and the address noted. Each month, all addresses observed by the City with excess Garbage or Compostables will be compared with the addresses reported by the Contractor as having excess Garbage and Compostables, as well as any “exceptions” noted by the Contractor for City-observed addresses.

**Section 835. Service Level Monitoring.**

The Contractor is responsible for monitoring the collection frequency and correct service level subscribed to by each customer and for collecting Compostables only from those Residential Structures and Commercial Establishments that are participating in the Compostables collection program.

Customer use of Garbage Cans above subscription level shall be treated as extra Garbage and recorded and uploaded to the City’s computer system by the Contractor as extra Garbage, per Section 830.

For customers not subscribing to the Compostables collection service who place Compostables out for collection, the Contractor shall leave the Compostables with a notice that customers must subscribe to the service for collection, and the Contractor shall report to the City the customer’s address and the amount of Compostables left.

The collectors shall carry route books, or the trucks shall have computerized information, indicating service levels for each Residential Structure and/or Commercial Establishment and whether the Residential Structure and/or Commercial Establishment is participating in the Compostables collection program. This information shall be current to the previous business week. The City has the right to stop a collection truck on the collection route to examine the route book or other means used to track this information.

**Section 840. Contamination Monitoring in Garbage, Recycling and Compost.**

The Contractor shall monitor Garbage Containers for prohibited Recyclables and Compostables and monitor Recycling and Compost Containers for non-conforming materials. The Contractor will leave a tag or notice on non-compliant containers informing the customer. The Contractor shall notify the City within two hours of the collection at Residential Structures and provide a monthly list of non-compliant Commercial Establishments. Related customer outreach is described in Section 1310. The Operations Plan contains a description of the type and amount of Recyclables and Compostables which must be present in the Garbage to warrant notice.

**Section 845. Spillage.**

The Contractor shall pick up any scattered material within three feet of a Container and any material spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Excess customer debris will be collected as

extras and recorded. Each truck shall carry equipment (such as a broom and a shovel) for this purpose.

The Contractor shall immediately, or within one (1) hour of notification, commence cleanup of any hydraulic, transmission, or other oil spill, or commence cleanup of any spillage which creates a hazardous condition (such as a spillage involving glass).

**Section 850. Employee Conduct.**

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, replace lids on collection Containers and firmly close them, and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges. While collecting, employees shall wear or carry identification supplied by the Contractor. The identification shall be subject to approval of the City.

When the Contractor identifies unsatisfactory conduct by an employee or when the City notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the City requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their proper location, not replacing lids, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.

Under Level One, the City will send a written notice, informing the Contractor of the unsatisfactory conduct. Under Level Two and Three, the City will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, within ten (10) working days. Written notices will identify the level of the notice, and the specifics of the incident.

The Contractor will notify the City of remedial action taken in its monthly reports.

**Section 860. Customer Grievances and Service Disputes.**

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

Any disagreement between a customer and Contractor regarding the services which can reasonably be accommodated at the customer's site shall be resolved by the City, including availability of collection and ancillary services, container placement, level of service or any other issue related to collection services. The City will attempt to mediate and, if necessary, decide the issues, taking into consideration safety of the customer and the Contractor as well as the convenience of the customer and the efficient operation of the Contractor.

**Section 870. Disposal Prohibition.**

The Contractor shall be prohibited from knowingly collecting as Garbage, or knowingly disposing of, any Recyclables or Compostables set out for collection under this Contract. Violation of this Contract provision may be cause for termination.

**Section 880. Scavenging.**

No "scavenging" shall be allowed by Contractor or Contractor's employees. Scavenging means sorting through Garbage, Compostables or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Compostables and Recyclables collection programs, sorting out from the Compostables or Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Garbage.

**Section 890. Pilot Tests.**

The City may require the Contractor to conduct pilot tests that temporarily change one or more provisions of this Contract. A pilot test is an experiment with a new collection method, and/or a different type of service or schedule, that covers no more than ten percent (10%) of the Collection Area, and continues no more than eighteen (18) months, unless both parties agree to an extension. A pilot test may require additional record keeping. The City and the Contractor shall sign a letter of agreement covering the expected cost and the pilot program duration prior to commencing any such test.

If a pilot test affects regular collections, the parties shall negotiate an adjustment of the Contract payment to reflect the benefits and/or burdens of the pilot test. The adjustment shall be set so as to capture any increase or decrease in the Contractor's direct operating costs as a result of the pilot test. "Direct operating cost" includes planning costs; labor expense, including supervision (wages, employment taxes, and fringe benefits); materials,

supplies and fuel; and amortized costs of new equipment purchased for the pilot test, or equipment modified for the test.

"Direct operating cost" excludes depreciation of equipment usable elsewhere. The parties shall agree before the start of the pilot test on what equipment is usable elsewhere by the Contractor. Any equipment that is agreed to be not usable elsewhere by the Contractor shall become the property of the City, at cost, at the conclusion of the pilot test.

Increases in "direct operating costs" must be established as out-of-pocket payments by the Contractor and be capable of verification by an independent auditor.

## **PUBLIC LITTER AND CLEANING**

### **Section 900. Street Side Litter and Public Place Recycling Collection.**

The Contractor shall collect any City-owned and maintained Street Side Litter and Public Place Recycling Containers located in the Contractor's Collection Area. The collection frequency of these Containers varies from daily to every other week. The Contractor agrees that the City has supplied electronic information regarding the location, number of Containers at each location and the collection frequency of Street Side Litter and Public Place Recycling Collection Containers located in the Contractor's Collection Area. The City may add or delete collections or locations for these Containers. The City will give the Contractor five (5) business days notification for the Contractor to deliver, replace, or pick-up such Containers, or to increase or decrease the regular collection frequency.

The Contractor shall deliver and service additional temporary Street Side Litter and/or Public Place Recycling Containers for public festivals and events as requested by the City. The Contractor will be paid the unit fees listed in Attachment 1 for delivering and servicing these Containers.

The Contractor shall service City-owned public Compostables Containers if directed by the City with 3 months' notice. The Contractor shall be paid the unit fees listed in Attachment 1 for Public Litter and Recycle Can services.

During collections, the Contractor shall open the container, empty and replace the liner, replace the lid, and clean up any litter that is located around or under the Container, or that is caught between the can and the liner.

The City shall have the option to exclude any Recyclable Material (such as glass) from collection from Public Place Recycling Containers. Collected Recyclable Material shall be delivered to the processing facility located at 3<sup>rd</sup> Avenue South and South Lander Street between the hours of 7:00 am and 7:00 pm.

Any Public Place Recycling Containers that are contaminated with unacceptable material shall be collected and billed as Street Side Litter Collection.

The Contractor shall provide the City on a monthly basis, per Section 1500, the location and number of the collections of Street Side Litter and Public Place Recycling Containers as well as the number, location and date of any Public Place Recycling Containers collected as Street Side Litter Collection Containers.

**Section 910. Public Litter and Recycling Can Maintenance.**

The Contractor shall inform the City, on a daily basis, of damaged or missing Containers, or Containers that are being used for Garbage disposal rather than litter disposal. Information shall include missing lids and/or liners, and broken or missing cables.

The City will be responsible for major repair and maintenance (including repainting) of all Street Side Litter Collection and Public Place Recycling Containers, with the exception of Containers damaged through the negligence of the Contractor. The City may elect to (1) have the Contractor perform the repair and maintenance at the City's expense (per the Contractor's shop rate in Attachment 1, except in cases of Contractor negligence, (2) perform the work with City forces, (3) contract with another firm for the repair and maintenance, or (4) perform any combination of (1), (2) or (3).

The Contractor shall be responsible for picking up any Containers in need of repair (for whatever reason) and delivering replacement Containers within five (5) business days of notification by the City. If the City elects to repair Containers, or contracts with another firm for Container repair, Containers requiring repair or maintenance will be picked up from the Contractor's service yard. Repaired or reconditioned Containers will be delivered to the Contractor's service yard. The City may also order the Contractor to make repairs in the field, or the Contractor may elect to repair containers in the field, rather than picking up and delivering them to their service yard.

The Contractor shall replace or repair all Containers damaged due to the Contractor's negligence. The Contractor and the City shall attempt to jointly determine the cause of any Container damage. However, the decision of the City concerning Contractor's negligence shall be final and binding. Any charges for Container repair or replacement due to Contractor negligence shall be deducted from the Contractor's monthly payment.

Street Side Litter and Public Place Recycling Containers shall be thoroughly cleaned inside and out at least once each year or as directed by the City. This annual cleaning shall include replacing the liner, lids, cables and labels.

The Contractor is responsible for removing graffiti, stickers, posters, or other unauthorized material from Street Side Litter and Public Place Recycling Containers on an on-going basis. Collection drivers shall regularly note Containers containing graffiti, stickers, posters and other material. Contractor personnel shall then remove such material. The Contractor shall remove any graffiti, stickers, posters, or other unauthorized material reported by the City within five (5) business days of notification.

### **Section 920. Illegal Dumping and Debris Pickup**

The Contractor will collect debris and dumped items within 3 days, as directed by the City. The Contractor shall proactively monitor, report and remove debris throughout the Service Area as described in the Operations Plan. The Contractor shall be compensated with unit payment terms in Attachment 1.

### **Section 930. Alley Cleaning.**

The Contractor shall clean targeted alleys that have Containers stored or set out in select business districts as directed by the city. Cleaning can include litter and debris pickup and pressure washing. The Contractor shall be compensated under the unit payment terms in Attachment 1.

## **FLEETS AND DESTINATIONS**

### **Section 1000. Vehicles Used in Collection.**

All vehicles used for collection shall be registered with the State of Washington Department of Motor Vehicles, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, and shall have painted in a contrasting color, at least four inches high, on each side of each vehicle and on the rear of the vehicle, a four-digit vehicle number. Collection trucks shall be numbered consecutively. Collection vehicles must be registered with the City prior to use and have City-provided RFID mounted on driver door.

No advertising shall be permitted other than the name of the Contractor. The Contractor shall place a City-approved sign, which will include a City customer service telephone number, on all collection trucks used predominately for residential collections. All collection trucks used predominately for commercial collection shall display a Contractor customer service telephone number. All vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly washed at least once each week.

The number of collection vehicles (including spares) shall be sufficient to service all Residential Structures and Commercial Establishments at the frequency of collection specified.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City.

All such vehicles shall be operated in conformity with Washington State traffic laws and where applicable the Seattle Traffic Code, SMC Title 11.

The Contractor's primary collection vehicles shall be used only on this Contract. The Contractor may use collection vehicles from other sources, or use Contract vehicles for other operations only with the approval of the City.

The Contractor (and subcontractors) shall not park or store any collection vehicles on City property for more than a two-hour period, regardless of the signage, without the permission of the City.

**Section 1010. Vehicle Specifications.**

The Contractor's primary collection fleet shall be all new trucks with 2018 or newer Cummins Near-Zero CNG engines. The Contractor shall use 100% Renewable Natural Gas, as certified under the U.S. EPA renewable fuel program.

The Contractor's initial electric fleet shall include six route manager pickup trucks and two Class 6 street crew trucks. The Contractor shall continue to monitor and evaluate electric fleet technology opportunities under this Contract.

The subcontracted delivery services will be performed with trucks fueled by 100% Renewable CNG.

All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits. All collection trucks used on this Contract shall meet existing street weight limits in the City. The Contractor shall not exceed any collection truck weight limit at any time. The Contractor's monthly report, Section 1500, shall include the date, time, truck number, total weight and weight exceeding weight limits for any overweight truck.

All collection vehicles shall be equipped with ambient noise back-up alarms, GPS locating units, park at idle compaction, engine idle time limiter, automatic transmissions, retarders, arm dampeners, larger than industry standard and low-copper compliant brake lining and synthetic or semi-synthetic fluids. Primary collection trucks shall be equipped with side guard flaps or tanks to improve pedestrian and bicycle safety. All collection vehicles shall be equipped with digital cameras so that upon a specific request from the City, collection personnel can record collection at a location.

The City shall have the option to require the Contractor to equip up to two collection trucks with digital based scales to allow for data collection and research on weight based rates. The City will specify the type of scale or weighing system which the Contractor will acquire and install. The Contractor shall supply the necessary staff, including administrative support, to collect, analyze and transmit collected data to the City.

**Section 1020. Vehicle Maintenance and Inventory.**

The Contractor shall provide to the City, by March 1, 2019, a complete inventory showing each vehicle (type, capacity) used for performing the Contract. The Contractor may change equipment from time-to-time but shall notify the City of new or temporary replacements prior to their use on this Contract. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

**Section 1030. Traffic Laws; Noise Control.**

All vehicles shall be operated in conformity with the Seattle Traffic Code, SMC Chapter 11. The maximum noise level of motor vehicles during travel shall not exceed the levels set forth in SMC 25.08.430. The maximum noise level while collecting or compacting Garbage, Compostables, and/or Recyclables shall not exceed the levels set forth in SMC 25.08.410.

**Section 1040. Disposal Destinations.**

All Garbage and Compostables collected under this Contract shall be delivered to either the City's North Transfer Station, located at 1350 North 34<sup>th</sup> Street, or to the City's South Transfer Station at 130 South Kenyon Street, or to a Public or Private Transfer Station located in the Duwamish Industrial Area (DIA) as directed by the City. All collected Residential Garbage must be tipped by 6 pm of the collection day, however, the City's North Station is only available for tipping between 7 am and 3 pm, or as specified in the Operations Plan.

All Recyclables collected under this Contract shall be delivered to a Private Facility located in the DIA as directed by the City. All collected Recyclables must be tipped by 6 pm of the collection day.

Bulky Items, Electronics and loose items collected under this Contract shall be delivered to a City transfer station or Private Facility located in the DIA as directed by the City.

The Contractor is prohibited from using the 16<sup>th</sup> Avenue South Bridge while going to and from transfer facilities without the prior written approval of the City.

No collected Garbage or Compostables shall be stored overnight in the collection vehicle.

No disposal fees shall be charged to the Contractor for Garbage, Compostables or Recyclables, Bulky Items or Electronics delivered under this Contract.

The Contractor's collection vehicles for Garbage and Compostables must be capable of being dumped at the City's public Transfer Stations.

The Contractor is guaranteed a Cycle Time of no longer than 15 minutes at any Public or Private Transfer Station. The City shall pay the Contractor \$1.25 per minute for every individual truck trip at the transfer facility that exceeds a Cycle Time of 15 minutes. The City and the Contractor and any Private Transfer Station used shall meet on an as-needed basis to discuss cycle time communication and coordination issues to minimize pre-scale delays.

The City may designate an alternate transfer station for the tipping of Garbage, Compostables, or Recyclables. The designation may be temporary or permanent. If the City directs the Contractor to an alternate transfer station that is outside of the DIA, then the City will compensate the Contractor \$1 per ton-mile, based on the increased distance



in one-way miles, between an alternate station and the current station relative to the center of the relevant Service Area zone.

The City will compensate the Contractor for additional haul time due to significant traffic delays, between specific routes and relevant disposal destinations, that are due to a closure of five or more consecutive days of the Ballard Bridge (15<sup>th</sup> Ave NW), the West Seattle Bridge, the Aurora Bridge, or a state or federal highway in Seattle. The City will compensate the contractor for delays beginning on the fifth consecutive day of a closure and based on traffic modeling by the Seattle Department of Transportation or Washington Department of Transportation. Compensation will be based on the truck and driver hourly rate in Attachment 1, and the increased time required for a trip to and from the center of an impacted route and the relevant tipping destination, beginning on the fifth day of closure.

## **CONTAINERS**

### **Section 1100. Container Ownership.**

All Containers in service prior to the Contract have been purchased and owned by the City, except for the customer-leased compactor containers. These in-place Containers will remain in place and be available for Contractor and customer use as long as the Containers are in functional condition and meet Contract specification. All Containers in place at customer locations at the end of this Contract shall, at the option of the City, remain in place and ownership shall, at the option of the City, revert to the City.

The Contractor shall purchase all replacement Containers during the term of the contract except public litter and recycle cans and privately-owned compactors. City will provide daily or monthly rental payments for Drop Boxes, as listed in Attachment 1. No other separate rental or purchase payments will be made to the Contractor, either by the City or its Customers.

Compactors and compactor Containers will be purchased or leased by the customer. Customers may also elect to own or secure Detachable Containers and/or Drop Boxes from sources other than the Contractor. Detachable Containers and/or Drop Boxes owned or secured by customers will be regulated by the City to ensure that they are standard Containers capable of being serviced by front, rear load, or tilt frame collection vehicles.

Damage to customer owned Detachable Containers or Drop Boxes on customers' premises is at the Contractor's risk, rather than the City's, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all customer owned Detachable Containers or Drop Boxes damaged due to the Contractor's negligence.

### **Section 1110. Cart Standards.**

Containers for Garbage curb collection shall be black and commensurate with customers' service level (approximately 13, 20, 35, 64 or 96 gallon). Containers for Compostables shall be green and commensurate with customers' service level (approximately 13, 35, 64

or 96 gallon). Containers for Recyclables shall be 96 gallon blue Carts; however, the Contractor shall also provide 35 and/or 64 gallon blue Carts for special circumstances where the curb customer needs a smaller Container. The City shall review and approve the Cart models, including the specific shade of color proposed prior to Cart ordering and delivery by the Contractor. All new Containers shall be equipped with attached lids, have wheels to aid in movement, be a minimum 15% post-consumer recycled content, meet ASTM container standards, and have minimum 10-year warranty.

Containers will include Contractor-provided, and City-approved, instruction labels or in-molds for with customer instruction on Cart use, excluded and included materials, City logo and contact information. Instructions will include Cart safety, including customer actions that would void manufacturer warranties, placement of hot ashes that could cause Cart to melt, and procedures to minimize potential fire problems.

The Contractor shall affix the customer's address to each new Can or Can replacement prior to delivery. By May 1, 2019 the Contractor will ensure that all customer Cans currently used for collection of Garbage, Compostables and Recyclables have the customer's readable address affixed to the Can. If during the term of the Contract, the address fades, or becomes unreadable, the Contractor shall reattach the customer's address.

#### **Section 1120. Detachable, Drop Box Container Standards.**

Contractor will purchase all replacement Containers. Containers shall be water tight and equipped with tight-fitting metal or plastic lids, have four wheels for Containers two cubic yards and under, be in good condition for storage and handling, with no leaks, jagged edges, or holes. Drop boxes shall be all-metal and, if requested by the customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Plastic dumpsters can be supplied for locations approved by Seattle Fire Marshal.

Detachable Containers for Garbage will be green or grey, Compostables Containers will be green, and Recyclables Containers will be blue. City will approve standard container color prior to ordering. All Detachable Containers for multifamily Garbage services will be grey by March 31, 2022.

Containers will have name and telephone number of the City or Contractor, and bear a serial number coded for Container size. By May 1, 2019 the Contractor will ensure that all Detachable Containers and Drop Boxes have the customer's readable address, container size and collection day affixed to the Container. If during the term of the Contract, the address fades, or becomes unreadable, the Contractor shall reattach the customer's address.

All Containers for Compostables and Recyclables collection shall bear Contractor-provided, and City-approved, decals containing information on the proper preparation of material.

Detachable Containers and Drop Boxes shall be painted and pressure washed at least once during the term of the Contract. Detachable Containers and Drop Boxes supplied for Compostable collection shall be pressure washed at least once each year. A Detachable Container and/or Drop Box shall be reconditioned, pressure washed and repainted if necessary before being supplied to a customer who had not used it earlier.

On an individual basis, the City may require the Contractor to place on a Detachable Container a collection meter or wheel locks.

The Contractor is responsible for proactively removing graffiti from its Detachable Containers and Drop Boxes. The Contractor shall attempt to maintain Containers such that approximately 90% of Contractors' Detachable Containers are graffiti-free at any given time. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the City within five (5) business days of notification. The Contractor shall supply Container paint to any customer who requests it for graffiti removal.

#### **Section 1140. Lidlockable Containers.**

The Contractor within five (5) working days after receipt of notice from the City shall supply to each customer designated in such notice a Detachable Container fitted with a lidlock mechanism (a "lidlockable Container"), along with one padlock and one key, or a combination lock. The Contractor's lock system for new lidlockable requests shall provide at least fifty different key or lock combinations for customers with one master key or combination used by the collectors. In addition, The Contractor shall also provide fifty (50) new key combination locks for existing lidlockable Containers at no cost to the City. The Contractor shall proactively identify containers that are accessible to the public and install locks to reduce related scatter and debris.

The only authorized lidlock mechanisms on Contractor-owned Detachable Containers are those installed by the Contractor. The Contractor shall have no obligation to render customer supplied Containers compatible with the Contractor's padlocks, or to supply padlocks for use with such Containers. The Contractor may decline to make collections from Containers fitted by others with locking mechanisms, whether or not such Containers are locked on the date of scheduled service, if the locking mechanisms are of a configuration that prevents or makes unreasonably inconvenient collection with the Contractor's equipment. The Contractor shall notify the City, within 2 hours of the collection attempt, of any Residential Structure collections the Contractor has been unable to make under this Section.

#### **Section 1150. Container Delivery.**

The Contractor shall purchase and deliver Containers for new customers, changes in service level or to replace Containers that were damaged, destroyed, lost by the customer or stolen. The Contractor shall deliver Containers within five (5) business days of notification. New accounts or repeat delivery requests shall be completed in 24 hours. Routine Container swaps shall be completed on the customer's regular collection day.

The Contractor shall notify the City within 24 hours of all Residential Can/Cart deliveries, or any reason for a non-delivery via the hourly interface file.

During the term of this Contract the Contractor shall deliver Detachable Containers and/or Drop Boxes for storage and collection of Garbage or Recyclables to Residential Structures and shall deliver Detachable Containers and/or Drop Boxes for storage and collection of Garbage or Compostables to Commercial Establishments within three (3) business days after notice from the City, or request from a customer.

The Contractor shall notify the City within 24 hours of all Residential Detachable Containers and Drop Box deliveries, or any reason for a non-delivery via download into the City's billing and information system (Banner). This input shall include the service address, account number and the delivery date or attempted delivery date.

Beginning October 1, 2019, the City will pay the Contractor the Detachable Container and Drop Box delivery amount listed in Attachment 1. This payment is for all Detachable Container or Drop Box deliveries, switches or pick-ups.

The Contractor shall supply on an every-other-week basis an inventory listing of available Detachable Containers and Drop Boxes. The Contractor shall maintain a Container inventory of 4 to 6 weeks of anticipated deliveries.

Beginning October 1, 2019, the City will pay the Contractor the Can/Cart delivery amount listed in Attachment 1. This payment is for all Can deliveries, switches and pick-ups.

The Contractor shall maintain a Can/Cart inventory of 4 to 6 weeks of anticipated deliveries. The Contractor shall supply on an every-other-week basis an inventory listing of available Cans.

The Contractor, without charge to the City or the customer, and within twenty-four (24) hours after notice, shall replace any privately-owned Cans and Can lids taken or damaged by Contractor, or reimburse the customer the cost of providing a replacement.

All deployed City-owned Containers under the prior service contract will remain in place for the Contractor at the beginning of this Contract. All Containers may become City property at the end of the Contract, at the City's discretion.

## **TRANSFER SERVICES**

### **Section 1200. Garbage and Compostables Transfer.**

The Contractor shall be responsible for accepting, loading and transporting Garbage and/or Compostables, as directed by the City.

The Contractor shall accept Garbage or Compostables, collected under City collection contracts, at the Eastmont transfer facility, located at 7201 West Marginal Way SW, up to

24 hours per day, Monday through Saturday, with access protocol covered in the Operations Plan. The Contractor shall commit sufficient capacity to transfer up to 20,000 tons per year of Garbage and up to 20,000 tons per year of Compostables, unless the parties mutually agree otherwise. The City and the Contractor shall confer on an annual plan for Contractor transfer volumes. This Contract does not preclude the Contractor from accepting Garbage or Compostables from other sources at the transfer facility.

The transfer facility shall conform to all applicable zoning, Health Department and Puget Sound Air Pollution Control Agency regulations and any other applicable rules, regulations, or ordinances.

The Contractor shall conform to the requirements of Seattle Municipal Code 21.36.112 and SMC 21.36.113 in delivering Garbage received under this Contract to Union Pacific's Argo rail yard, located at 4<sup>th</sup> Avenue South and South Dawson Street, or such other receiving facility located within the DIA as the City may designate. Garbage may be delivered 24 hours per day, seven days per week, with exception of Thanksgiving, Christmas Day, and New Years Day.

The Contractor shall load Compostables received under this Contract to long-haul trailers owned by the City or its processors. The trailers will be delivered to and removed from the Contractor's transfer facility by the City or its processor. The Contractor shall notify the City or its processor when each trailer is ready for hauling. The Contractor shall be responsible for any damaged to the trailers caused by the Contractor's operation.

If requested by the City, the Contractor will load Compostables into a Contractor trailer and haul to a City processing facility within 50 miles.

The Contractor shall receive and transload Compostables consistent with tipping and contamination specifications for the City's processors, and with Seattle/King County Health Department regulations.

**Section 1220. Cycle Time.**

The Contractor shall weigh collection trucks in and out of the transfer facility in a timely manner. The Cycle Time from the inbound to the outbound scale shall not exceed 15 minutes.

**Section 1230. Transfer Records.**

The Contractor shall provide weekly file of received loads (TFR2) and monthly spreadsheet with all inbound and outbound Contract loads as described in Section 1500.

**Section 1240. Safety and Training Plan; Safety Meetings.**

Prior to beginning operations under this Contract, the Contractor shall develop a safety and training plan for the transfer facility. This plan shall include standard operating procedures (SOP's) for employees working at the facility, as well as SOP's for the trucks and drivers/swampers using the facility. The Contractor shall develop the SOP's relating

to the trucks and drivers/swampers using the facility by working in cooperation with those firms.

The Contractor shall hold regular quarterly safety meetings with their own personnel, as well as with representatives of those collection firms that are tipping material at the transfer facility. City representatives shall be informed of these meetings and given the opportunity to attend.

## **CUSTOMER OUTREACH, SERVICES, AND RETAIL BILLING**

### **Section 1300. Customer Outreach During Contract Start-up.**

Prior to February 15, 2019, the Contractor shall deliver to all Residential Structures and Commercial Establishments receiving service under this Contract, at least the following information:

1. Collection schedule information (days of week, collection frequency, and collection time window, if required);
2. Bill format and payment procedures for Commercial Business customers;
3. Material to be collected and how such material is to be prepared;
4. Container placement information;
5. Any service or collection options available to the customer, such as additional curb or drop-off recycling or different sized or additional Containers; and
6. Telephone numbers and electronic contact options that customers should use for additional information, or for questions.

The above information shall be mailed to all customers at their billing and service address (if service address is different from the billing address), and affixed to a collection Container.

The Contractor will provide additional and multiple notifications by mail, phone, and container tags for any customers with collection day changes.

The Contractor shall submit their draft Implementation Plan to the City for approval by October 1, 2018. The City shall approve all customer information materials, promotion and educational activities and materials developed by the Contractor in advance of their production or implementation. All public information material will conform to City promotional guidelines and include the City's program identity.

### **Section 1310. Recycling and Compostables Outreach and Assistance.**

The Contractor shall provide an annual Outreach and Assistance Plan by January 30<sup>th</sup>, to be reviewed and approved by the City, describing planned outreach and assistance for the coming year. Contractor outreach activities and targets are listed below, and subject to change by mutual agreement:

1. **Annual collection calendars** mailed to each Residential Structure and Commercial Establishment informing customers of their collection days for the upcoming collection year; describing City requirements and clarifying which materials go in the different waste containers; discussing any new services or changes in the program; and promoting free assistance and materials available to the customers.
2. **Proactive curb Cart tagging**, including, but not limited to:
  - a) Perform proactive curb Cart audits at 1-2% of households per day, based on tablet prompts, to identify contamination, tag relevant Containers, and report to the City.
  - b) Twice per year saturation tagging of 1-2 select neighborhood or routes at a time, with behavioral prompts on Carts at Residential Structures.
3. **Outreach and technical assistance to Commercial Establishments** in the Collection Area, including, but not limited to;
  - a) Produce and deliver posters, labels, and signage for Garbage, Recyclables and Compostables services, with culturally appropriate languages and images.
  - b) Perform 400-600 assistance site visits and service level reviews per year for requesting or targeted accounts.
  - c) Provide 1-2 weeks per year of recycling interns for door-to-door business or multifamily outreach visits.
  - d) Conduct up to 10 targeted waste audits and detailed assessments per year, with recommendations for customer and Contractor follow-up on resolution.
  - e) Host up to 50 on-site recycling and composting workshops or brown bag lunches per year for managers and employees.
  - f) Perform proactive Container audits at 1-2% of accounts per day, based on tablet prompts, to identify contamination, tag relevant Containers, send follow-up post cards, and contact problem sites.

- g) Distribute customer surveys to all assisted accounts and review feedback from 10% or more of assisted sites to evaluate impact of commercial outreach and assistance.

4. **Outreach and technical assistance to multifamily Residential Structures,** including, but not limited to:

- a) Produce and deliver posters, labels and signage for Garbage, Recyclables and Compostables services to all requesting multifamily Residential Structures, translated into the languages most relevant to the site.
- b) Produce and deliver instructional flyers for building owners and managers to distribute to their tenants, with culturally appropriate languages, messages and images.
- c) Provide targeted technical assistance at 50-100 sites per year at buildings that generate low volumes of Recyclables or Compostables and/or high volumes of contamination, as directed by the City. Conduct detailed assessments, recommend improvements and follow-up on resolution.
- d) Conduct up to 20 door-to-door tenant assistance site visits per year with an emphasis on multilingual, multicultural and millennial populations.
- e) Lead 2-4 property manager group trainings per year.
- f) Perform proactive Container audits at 1-2% of accounts per day, based on tablet prompts, to identify contamination, tag relevant Containers, send follow-up post cards, and contact problem sites.
- g) Develop and implement outreach campaign targeting millennials and multicultural populations. Work closely with the City and community liaisons to craft messages appropriate for the communities served.
- h) Host up to 10 multifamily lobby events, including social networking and happy hour events.
- i) Hire and support two 'Outreach Specialists' as Contractor employees dedicated full-time to improving the success of Recyclables and Compostables services and diversion at multifamily Residential Structures and Commercial Establishments. The Contractor will prioritize candidates with multilingual skills and experience working in diverse neighborhoods. These Specialist positions will be in addition to ongoing Contractor outreach coordinators and WM Recycle Corp interns. Specialists will work closely with City outreach staff to identify target customers and tools.



5. **Community outreach and support** including, but not limited to:
  - a) Outreach and tabling at up to 10 SPU and community events per year.
  - b) Touch-a-truck, Zero Waste events, and other community outreach and support.
  - c) Award in total \$10,000 annually to one or more community based organizations for a project or event related to waste prevention or reduction, increased recycling and composting, or neighborhood clean-up.

The City shall approve all customer information materials, promotion and educational activities and materials developed by the Contractor in advance of their production or implementation. Customer outreach and customer materials will conform to City promotional guidelines, include the City's program identity, and address equitable access, inclusive outreach and community engagement consistent with the City's Race and Social Justice Initiative.

The Contractor shall place a City-approved supplied sign, including a City customer service telephone number, on all Residential collection trucks. The truck sign shall be approved by the City prior to sign production.

No news release, promotional efforts, or demonstration related to Seattle's services under this Contract shall be produced or conducted, without the prior written approval of the City's Project Manager or his/her designee.

**Section 1320. Customer Service for Businesses.**

In addition to other customer service provisions in this Contract, the Contractor shall provide the following services to Commercial Establishments:

1. Set up of new accounts for each commercial customer to be serviced by the Contractor in the Collection Area;
2. Provision of Containers for each Commercial Business customer;
3. Provision and delivery of pre-paid bags to Residential and Commercial customers for collection of Garbage and Recyclables;
4. Provision of itemized monthly invoices to each Commercial Business customer;
5. Provision of on-line payment and service request capability for Commercial Business customers;
6. Receipt and processing of payments from all Commercial Business customers serviced by the Contractor;

7. Provision and maintenance of systems and personnel for managing customer inquiries and complaints;
8. Provide regular information to customers on the procedures for appealing disputes to the City;
9. The Contractor shall provide a monthly record of all customer service requests, complaints and misses, categorized by type of request, complaint or miss;
10. The Contractor shall maintain a customer service operation with average wait time under 20 seconds, a Telephone Service Factor (TSF) of 80% of calls answered within one minute, and abandoned calls under 5% per month;
11. The Contractor's telephone system shall have the capacity to monitor and report the number of incoming calls received during the business day, and during the month; the average holding time for all calls received in a period, and the average holding time for all calls received. This information shall be available to the City on a daily basis and the Contractor shall provide a monthly report showing total calls accepted, average call wait times, number of abandoned calls, and TSF performance; and
12. Routine customer contact and services shall be handled by the Contractor's local customer contact center, unless otherwise agreed by the City. Customer contact overflow and backup services may be provided by other Contractor regional service centers.
13. A dispatch telephone number will be available to customers 24 hours per day, 7 days per week (or when the regular customer service operation is not operating). Staff and telephone equipment shall be sufficient to handle the volume of calls typically handled during these hours.
14. The Contractor's customer service operations will provide on demand translation services for non-English speakers.

**Section 1330. Prepaid Bag Service.**

The Contractor shall provide prepaid bag service to customers who request such service in business districts located in the Collection Area.

The Contractor shall be responsible for printing, and distributing any pre-paid bags, as well as charging and collecting revenue from customers for use of the bags.

The Contractor will provide sales and distribution of pre-paid garbage 15 and 35 gallon grey bags with minimum thickness and logo. Pre-paid recycle bags shall be 35 gallon blue bags, for relevant multifamily and commercial accounts, as specified in the Operations Plan, with minimum thickness and logo.

**Section 1340. Billing to Business Customers.**

Commercial Establishments shall be billed on a monthly basis at the rates set by the City as set forth in SMC 21.40. The Contractor shall be responsible for billing each Commercial Business customer serviced in its Collection Area. The Contractor will have authority to bill Commercial Establishments for services performed, including applicable taxes for which Contractor is acting only as collection agent for the City. The customer billing for Contract services shall not include services outside of the Contract unless approved by the City. The billing format shall be approved by the City prior to use. The Contractor will incorporate City customer service messages as text on bills and/or as an additional insert in the bill on request from the City. Billing procedures and forms of invoices will be established in the Operations Plan, as appropriate. Contractors will provide electronic billing and online customer service options.

**Section 1350. Payment Receipt and Remittance to City.**

1. Application of Funds: The Contractor will be responsible for collecting all payments from its designated Commercial Business customers. Account balances will be divided into four (4) categories, and the payment received by the Contractor from each customer will be applied in the following order:
  - a) Specific billed services to that customer, prior or current, as directed in writing by the customer;
  - b) Balances carried forward by the Contractor or a previous contractor supplying Commercial Collection service to the City from pre-Contract services to that customer, for a period of ninety (90) days from the commencement of services under this Contract;
  - c) Prior Commercial Business services to that customer performed pursuant to this Contract and billed for the City, including any late penalties and interest as determined by the City; and
  - d) Current Commercial Business services to that customer performed pursuant to this Contract and billed for the City.
2. City not responsible for Contractor's debts: The City will not be responsible for collection of debts owed by Commercial Business customers to the Contractor for services performed by Contractor outside the scope of this Contract except for the employment of collection mechanisms as set forth in Section 1360.
3. Remittances to City shall be as follows:
  - a) Payments received by the Contractor from its designated Commercial Business customers as provided in Section 1350 (1) shall be remitted by the Contractor to the City by daily wire transfer, or as agreed by the City, following posting to the customer account by the Contractor;

- b) NSF checks and fees and other non-clearing deposits will be charged back to the City, to the extent they were previously credited to the City; and
- c) Disputed billings will be reconciled by the Contractor's billing department, provided that, at the City's request, a representative of the City will join the Contractor in dealing with the disputed bill and, in that event, the City's determination of billing for City services shall be binding.

4. Treatment of Certain Taxes and Other Excises:

- a) The Parties agree that Contractor will act as billing and collecting agent for the City with regard to the following taxes and any other taxes imposed by law on the Commercial Business customers for which the City has responsibility of remittance to the appropriate taxing authority:
  - i. Household Hazardous Waste Collection Fees, corresponding to the fees currently contained in Seattle Municipal Code § 21.44.060D;
  - ii. Seattle Solid Waste Collection Taxes contained in Seattle Municipal Code, §5.48.055;
  - iii. State Solid Waste Collection Taxes; and
  - iv. Retail Sales Tax levies on container rental charges.
- b) Nothing in this Contract is intended to impose liability as a taxpayer on Contractor for amounts attributable to the taxes described in this subsection, and nothing is intended to circumvent the existing regulatory structure with regard to such taxes. The Parties wish to establish a system under which Contractor will act solely as a billing and collecting agent for the benefit of the City in the collection of such taxes. If the Contractor fails to collect such taxes the customer or the City, as the case may be, and not the Contractor, will bear the ultimate tax liability; and
- c) The Parties agree that if the regulatory structure governing the imposition and liability for such taxes changes, so as to prohibit or otherwise interfere with Contractor acting solely as billing and collecting agent, the Parties will renegotiate the terms of the Contract governing payment and collection of such taxes and, if necessary, make any adjustment to Contractor's compensation as may be necessary.

**Section 1360. Bad Debts.**

All past due amounts that accrue from the services provided by the Contractor under this Contract or past due amounts for Commercial Business service provided during a 90-day period prior to the start of the Contract, either by the Contractor or by any other

contractor supplying Commercial Collection service to the City will be pursued for collection by the Contractor for a ninety (90) day period as follows:

1. If no payment has been received at thirty (30) days from the date of the original invoice, send a second invoice with dunning message and late penalties and interest as determined by the City. If the Contractor fails to bill Commercial customers for late penalties and interest, the City will deduct such late penalties and interest from Contractor payments;
2. If no payment has been received at forty-five (45) days from the date of the original invoice, send a collection letter;
3. If no payment has been received at fifty-five (55) days from the date of the original invoice, call the customer;
4. If no payment has been received at sixty-five (65) days from the date of the original invoice; call the customer and notify the customer that service is being suspended, place the account on suspension and notify the City;
5. If no payment has been received at seventy-five (75) days from the date of the original invoice, send final collection letter or call the customer; and
6. If no payment has been received at ninety (90) days from the date of the original invoice, the account will be closed and the balance, including accrued interest, will be forwarded to the City for collection.

The above timing and notification dates may be modified by the City, at its sole discretion, by written notice to the Contractor.

**Section 1370. Financial Record Keeping and Reporting.**

The Contractor shall maintain complete and accurate books of account and records with respect to the performance of its obligations under this Contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts documented by books and records kept at Contractor's principal place of business. Contractor also agrees to maintain a system of internal accounting controls sufficient to ensure that all transactions are properly authorized, recorded, processed, summarized and reported and that all assets of the Contractor and the City are adequately safeguarded. The Contractor will provide an annual report of an internal or third-party review of the Contractors' current corporate financial controls. The City shall have the right during reasonable business hours to inspect and audit such books, records and internal accounting controls. All books, accounts, and records required to be maintained under this Section shall be preserved intact without alteration during the term of this Contract and for a period of twelve (12) months following the termination of this Contract.

## **PERFORMANCE, COORDINATION AND BEST PRACTICES**

### **Section 1400. Performance Expectations.**

The following expectations are established for services under this Contract:

1. Missed collections (as described/defined in Section 740) to occur less than 1 per 1,000 service stops;
2. Repeat missed collections (as described/defined in Section 740) to occur less than 1 per 10,000 service stops;
3. 95% of missed collection collected within 24 hours (with potential Performance Fees for any delayed collection of misses)
4. 98% of requested container deliveries on-time (with potential Performance Fees for any delayed deliveries)
5. Contractor attempts to maintain 90% of Detachable Containers free of graffiti at any given time.
6. Collection of excess Garbage and/or Compostables reported at an 85% accuracy rate;
7. Commercial customer service calls answered within 20 seconds;
8. Commercial abandoned calls to be under 5% per month;
9. Commercial customer satisfaction rated above 5 (on a scale of 1 – 7) on bi-annual City survey of services; and
10. Other items as mutually agreed.

### **Section 1420. Meetings and Communication.**

The Parties acknowledge that effective and open communications are an important ingredient in good Contract administration and implementation, and Contractor and the City each agree to work in good faith to promote such communications, particularly in the event that significant operational challenges or external events arise during the term of this Agreement. In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the

parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations;

2. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations; and
3. Meetings during the Implementation Phase shall be held at the offices of the City unless otherwise agreed. Meetings held after the Implementation Phase shall be held at a location agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.
4. In the event that a significant operational challenge, including significant traffic events or other external events arise during the term which threatens to impact the delivery of normal services under this Contract, the Parties agree to work in good faith to communicate with each other and to act cooperatively to manage and attempt to resolve such challenges. More specifically, each Party, as set forth in the Operations Plan, shall designate an individual to serve as senior liaison under this Contract, and such individual shall agree to meet and confer in good faith, in an effort to manage or resolve significant operational challenges or external events, when and if they arise.

**Section 1430. Contractor's Office.**

The Contractor shall maintain an office within King County for coordination with City staff. All management and office staff, collection supervisors and foreman shall have phone and email accessibility to City staff. Management personnel and supervisors shall have cell phones and be available during work hours. Any voice mail messages shall be returned by the Contractor's office staff, management and/or supervisors within two hours. Office hours shall be 8am. to 5pm, Monday through Friday.

**Section 1440. Operations Plan.**

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract. This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Procedures for notifying customers of new collection days;

2. Procedures for notifying Commercial Business customers of any billing format changes or procedures;
3. Procedures for transmitting collection and billing information to and from the City to the Contractor;
4. Procedures for transmitting collected revenue from the Contractor to the City;
5. Procedures for City monitoring of Contractor collection activities;
6. Procedures for measuring and applying rewards/penalties for Contractor activities;
7. Process for customer and Contractor appeals to billings, services and/or payments;
8. Protocol and communications for service interruptions due to weather, construction and other factors;
9. Standards for the transfer of electronic information and for data quality control and accuracy;
10. Designation of implementation leads by both City and Contractor;
11. Procedures for orientation of collection staff including route coordination/cooperation with City staff, and;
12. Other items identified by the parties.

The Operations Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

**Section 1450. Sustainable Business Practices.**

Contractors shall use environmentally preferable products to perform City services, including Green Seal, Eco Logo or other certified cleaning products, where applicable, in performance of cleaning work. The Contractor shall use of 100% post-consumer recycled content, chlorine-free paper where possible. Contractors shall double-sided materials prepared for Seattle under this Contract, except when impracticable due to the nature of the product.

**REPORTING AND DATA REQUIREMENTS**

**Section 1500. Route, Fleet and Container Data.**

The Contractor shall supply the following information to the City:



1. Weekly electronic scale file (TFR2), in flat file format specified by the City, for all Contract collection and Contract transfer loads. Contractor shall keep as back-up a paper copy of each weight transaction.
2. Weekly electronic route file (TFR4), in flat file format specified by the City, for all routes serving more than one sector (single-family, multifamily and business) The file shall all account and container detail on all scheduled and extra services.
3. Every-other-week list of container inventory with available and ordered Containers.
4. Monthly list of damaged, missing, and refurbished Street Side and/or Public Place Recycling Containers. Information shall include missing lids and/or liners, and broken or missing cables.
5. Monthly overweight truck list with the date, time, truck number, total truck weight and weight over the legal limit.
6. Monthly list of inbound and outbound transfer loads of Contracted Garbage or Compostables at the Contractors transfer facility.
7. Quarterly electronic listing of fleet inventory, including truck numbers, licensed and permitted gross vehicle weight, number of axles, year, make and model, and other detail as specified.
8. Annual report of fleet impacts under this Contract, including annual fuel use, fuel sources, fleet mileage, and related environmental impacts.

Weekly files, shall be submitted 10 days after each week (covering Monday – Sunday). Monthly files shall be submitted by the 10<sup>th</sup> day of the following month. Quarterly reports shall be submitted by the 15<sup>th</sup> of the following month.

**Section 1510. Residential Service Data.**

The Contractor shall provide an hourly electronic file (Solid Waste Interface file), in a flat file specified by the City, with following residential service records:

1. Records of excess Garbage and Compostables collected from Residential Structures within 24 hours. The records will be prescreened for data entry errors. Included shall be the address, premise number, number of extra units picked-up at each address and pick-up date.
2. Collection exceptions within 2 hours of any Residential Structure collections the Contractor has refused or been unable to make. This input shall include the service address, account number and the reason for the non-collection.

3. Completed services requests (Field Activities) within 2 hours of service completion and within 24 hours of delivery completion.

**Section 1520. Commercial Service Reports and Data.**

The Contractor shall submit the following monthly records to the City, by the 10<sup>th</sup> of the month:

1. Electronic commercial account flat files, as specified by the City. These 'SVC' files provide detailed data on all commercial accounts; detailed data on all services performed; detailed billing data; and detailed invoice data.
2. Accounts receivable summary with current and year-to-date City receivables, cash transferred and aging balances.
3. Call center performance with the number of incoming calls and online requests from Seattle accounts received per day by the Contractor's Commercial Business customer service section; the percent of calls abandoned; the percent answered in under one-minute; and the average holding time for all calls received.
4. Per Section 1320, a record of Commercial Customer service contacts, including requests, complaints and misses.
5. A listing of new accounts created, and prior accounts closed, during the most recent month for Commercial Establishments served under the Contract.
6. Per Section 840, a record of Containers tagged for contamination of Garbage, Recyclables or Compostables at Commercial Establishments.

**Section 1530. Quarterly Performance and Outreach Reports.**

The Contractor shall provide a quarterly report within fifteen (15) working days of the close of the quarter, which shall include:

1. Quarterly Performance Summary of service data, trends and actions taken to improve performance; opportunities to improve City and contractor service partnership; progress in meeting implementation schedules; and any challenges encountered and how they were resolved.
2. Quarterly Outreach Summary Report covering recent education and publicity efforts and their results.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

WASTE MANAGEMENT OF  
WASHINGTON, INC.

By   
Jason Rose  
President

5/14/18  
Date

THE CITY OF SEATTLE

By   
Mami Hara  
General Manager/CEO  
Seattle Public Utilities

5.14.18  
Date

Authorized by City Ordinance 125565

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## Attachment 1 –Unit Payments for Year 1

### Curb Garbage, Recycling and Compostables Cart Collection

Container Size	Scheduled Pickups	Special Pickups
Carts/cans	N/A	\$9.00
Extra bags or cans	N/A	N/A

### Curb and Onsite Special Item Collection

Container Size	Scheduled Pickups	Special Pickups
Motor and cooking oil	\$2.00	N/A
Bulky Item/Electronics	N/A	\$20.00
Extra large bulky (> 50 pounds)	N/A	\$40.00
Small Bulky Items or Electronics (32 gall box or bag)	N/A	\$10.00
Loose items (per 1/4 yard)	N/A	\$3.50

### Onsite Garbage Container Collection

Container Size	Scheduled Pickups	Special or Temporary Pickups	Compacted Scheduled Pickups	Compacted Special Pickups
15g Prepaid bag	\$2.75	N/A	N/A	N/A
32g Prepaid bag	\$3.25	N/A	N/A	N/A
32 gal. commercial	\$3.00	\$9.00	N/A	N/A
64 gal. commercial	\$6.00	\$13.00	N/A	N/A
96 gal. commercial	\$7.00	\$14.00	N/A	N/A
1 CY	\$9.00	\$16.00	\$11.00	\$18.00
1.5 CY	\$9.50	\$17.00	N/A	N/A
2 CY	\$10.00	\$18.00	\$13.00	\$21.00
3 CY	\$12.00	\$20.00	\$16.00	\$24.00
4 CY	\$13.00	\$21.00	\$19.00	\$27.00
5 CY	\$15.00	\$23.00	\$22.00	\$30.00
6 CY	\$17.00	\$25.00	\$25.00	\$33.00
8 CY	\$20.00	\$29.00	N/A	N/A
Extra bags	\$2.00	\$2.00	N/A	N/A
Loose 1/4 yard	\$3.50	\$3.50	N/A	N/A

### Drop Box Garbage Collection

Container Size	Permanent Service	Temporary Service
3-8 CY	\$55.00	\$65.00
10-40 CY	\$75.00	\$85.00

### Onsite Recycling Container Collection

Unit payments are 80% of garbage payments for same size and service.

### Onsite Compostable Cart and Detachable Container Collection

Unit payments are 120% of garbage payments for same size and service.

### Public Litter and Recycle Can Service

Container	Scheduled Pickups	Special Pickups
Non-compacted	\$2.50	\$4.50
Compacted	\$4.50	\$7.00

### Ancillary Services

Container Services	
Cart delivery, pickup or swap	\$11.00
Detachable Container delivery, pickup or swap	\$14.00
Drop Box 3-8 CY delivery, pickup or swap	\$20.00
Drop Box 10-40 CY delivery, pickup or swap	\$30.00
Collection Services	
Compactor disconnect/reconnect cycle	\$17.00
Drop Box return trip (for dry run)	\$35.00
Truck and driver (hourly)	\$100.00
Helper/swamper (hourly)	\$35.00

**Maintenance and Clean-up Services**

Litter can cleaning (per can)	\$5.00
Litter can bolting or cabling (per can)	\$10.00
Pressure washing surfaces (per hour)	\$100.00
Litter pickup (per hour)	\$50.00
Debris pickup (per 1/4 yard)	\$3.50
Bulky items (per pickup)	\$20.00
Extra-large bulky >50 pounds (per pickup)	\$40.00

## Attachment 2 - Prevailing Wages

### ***Wages for Garbage and Compostable Waste Collection***

1. **Hourly Wages:** Effective dates listed below, the prime and subcontractors shall pay all employees on work under this contract not less than the following rate of hourly wages:

a.) <u>Classification</u>	<u>Per Hour</u>
<b>Drivers</b>	
Effective 4/1/21	\$34.84
Effective 10/1/21	\$35.34
Effective 4/1/22	\$36.34
Effective 4/1/23	\$37.59
b.) <u>New Employees</u>	
1 to 1000 hours of employment	70% of above rate
1001 to 2000 hours of employment	80% of above rate
2001 to 3000 hours of employment	90% of above rate
3000+ hours of employment	100% of above rate

“New employees” do not include employees who have collected refuse and/or compostable waste on a City of Seattle contract for 3000 or more hours since October 1, 2007.

c.) Overtime

All time worked over forty (40) hours in any workweek, or eight (8) hours in any workday (for employees on a 5/8 schedule) or ten (10) hours in a day (for employees on a 4/10 schedule) shall be compensated at time and one-half (1 ½).

All time worked over forty (40) hours in any workweek, or eight (8) hours in any workday (for employees on a 5/8 schedule) or ten (10) hours in a day (for employees on a 4/10 schedule) shall be compensated at time and one-half (1-1/2). All time worked over eleven (11) hours (for employees on a 5/8 schedule) or twelve (12) hours (for employees on a 4/10 schedule) in any workday shall be compensated at the rate of double-time (2X)

Employees shall be guaranteed four (4) hours work or pay at the applicable rate when reporting for duty as scheduled on any day outside of their regularly scheduled workweek.

Saturday work following Thanksgiving Day, Christmas Day or New Year’s Day shall be straight time unless Christmas Day or New Year’s Day falls on a Saturday or Sunday.



d) Work Week

Regular employees shall be guaranteed five (5) consecutive days of work (for employees on a 5/8 schedule), or four (4) days of work, with two (2) consecutive days off, (for employees on a 4/10 schedule), and forty (40) hours per week, when work is available.

**2. Health and Retirement Benefits:** For each employee, the following rate of contribution shall be made to either: (1) a trustee or to a third person pursuant to a fund, plan or program; (2) additional wages to each employee, or; (3) additional wages minus any contribution to a trustee or to a third person pursuant to a fund, plan or program.

a) Health Benefits

All new employees who have completed five hundred twenty (520) hours of employment, and who were compensated for eighty (80) hours in the previous month, shall be eligible to have contributions made on their behalf.

Effective April 1, 2019, the Employer agrees to pay **\$1,612.60** per month.

The Employer will pay any increases required to maintain benefits under the Plans identified to a maximum total contribution of eight percent (8%) annually for all benefits.

b) Retirement

Effective May 2, 2010, the Employer shall pay a pension contribution of six dollars and eighty-six (\$6.86) per hour for each member of the bargaining unit for each hour for which compensation is paid, not to exceed one hundred eighty-four (184) hours per month, and two thousand eighty (2080) hours per calendar year. The pension contribution shall increase as follows:

<u>Effective Date</u>	<u>Pension Contribution</u>
October 1, 2021	\$9.81
October 1, 2022	\$10.06
October 1, 2023	\$10.56

**3. Vacation, Holiday and Sick Leave Benefit Days:** For each regular employee, the following shall be provided in either: (1) actual benefit days; (2) additional wages to each employee, or; (3) additional wages minus any actual benefit days:

a) Vacation

Non-probationary employees shall receive paid vacations as follows:

One (1) week after one (1) year.

Two (2) weeks after two (2) years.

Three (3) weeks after eight (8) years.

Four (4) weeks after fifteen (15) years.

Five (5) weeks after twenty (20) years.

The Employer may pro rate vacations for employees with less than one thousand seven hundred fifty (1,750) worked hours during an employment year (i.e., anniversary date to anniversary date). Formula shall be: All employees with one thousand seven hundred fifty (1,750) or more worked hours during an employment year shall be entitled to full vacation benefits. Formula for employees with less than one thousand seven hundred fifty (1,750) worked hours shall be: worked hours, divided by two thousand (2,000), equals percentage earned vacation due employee.

b) Holidays

The following days are holidays:

- January 1<sup>st</sup>— New Year's Day
- Martin Luther King Day
- Washington's Birthday (3<sup>rd</sup> Monday of February)
- Memorial Day (last Monday of May)
- July 4<sup>th</sup>
- Labor Day (first Monday of September)
- Thanksgiving Day
- Christmas Day
- Floating Holiday
- (2) additional floating holidays effective January 1, 2020

All non-probationary employees shall be paid for all holidays. In order to be eligible for holiday pay, the employee must work the last scheduled workday immediately preceding and the first scheduled workday immediately following the holiday, and must also work on the holiday if scheduled.

No work shall be performed on Christmas Day. Further, no work shall be performed on Thanksgiving Day or January 1<sup>st</sup> unless such work is necessary.

All eligible non-probationary employees shall receive eight (8) hours of holiday pay for each of the nine (9) above-listed holidays. In the event an employee working a 4/10 schedule uses a floating holiday the employee shall receive ten (10) hours holiday pay. Work performed on holidays shall be compensated at the straight-time rate, with the exception that all work on Thanksgiving Day and New Year's Day and overtime on other holidays shall be time and one-half (1 1/2).

c) Sick Leave

Employees shall receive a frontloaded sick leave bank of seventy-two (72) hours on January 1 each year. Sick leave is not to be paid for holidays.

Employees shall earn one (1) hour of sick leave for every forty (30) hours worked during the calendar year. Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank. Employees may roll over up to seventy-two (72) hours of sick leave into their safe and sick leave bank.

Employees collecting Workers' Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Workers' Compensation benefits are less than the amount of sick leave otherwise provided, employees shall, in addition to Workers' Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received, by deducting from either the protected or unprotected bank(s), at the employee's option, the hours required to make up the difference, if any, taking into account the tax-free status of Workers' Compensation payments. The daily total of sick leave pay under this Section, and disability payments provided by the Health and Welfare Plan under Article 14, shall not exceed the wage scale in Article 12.

Sick leave accumulations for each employee shall be furnished upon request. Upon retirement, an employee shall be paid one hundred percent (100%) of his/her sick leave accumulation remaining in their bank(s) as of the date of their retirement.

4. **Combined Compliance:** The Contractor shall be deemed to be in compliance with Sections 1, 2, and 3 if its payments to or for the benefit of its employees are at least equal to the total amount derived by adding each of the required wage and benefit components described herein (overpayments in one category may be used as offsets in another category).

### ***Wages for Recycling Collection***

1. **Hourly Wages:** Effective the dates listed below, the prime and subcontractors shall pay all employees on work under this contract not less than the following rate of hourly wages:

<u>a) Classifications</u>	<u>Hourly Rate</u>
<b>Curbside/Residential Recycle Driver</b>	
Effective 6/1/21	\$34.84
Effective 10/1/21	\$35.84
Effective 6/1/22	\$36.34
Effective 6/1/23	\$37.59
Effective 6/1/24	TBD
Effective 6/1/25	TBD

b) New Employees

Any new employee may be hired at a starting rate and shall progress to the appropriate contractual rate at least in accordance with the following:

80% for the first six months of employment.

90% after six (6) months of employment.

100% upon completion of one (1) year of employment.

## Overtime

Extra employees ordered to work shall receive at least four (4) hours pay, unless they voluntarily quit, fail to report for work on time (unless the extra has called in and is not more than fifteen (15) minutes late), or are discharged for cause.

All regular employees ordered to work shall be guaranteed eight (8) (or ten (10)) hours daily and forty (40) hours weekly work or pay, except in emergencies beyond the Employer's control, or where the employee quits, is laid off, fails to report for work, is tardy as set forth in Section 24.02 of this Agreement, or is terminated for just cause. Saturday shall be part of the regular workweek for any week containing a particular holiday, unless regularly scheduled. If called or scheduled to work on Sunday, an employee shall be paid at time and one-half (1½x) the regular hourly rate for all hours worked.

\*Inclement weather: When the Company does not operate because of inclement weather and there is no work available for employees reporting to work as scheduled, any employee so reporting who has called in to the Company that morning and was instructed by their supervisor to report to work will be paid four (4) hours, or five (5) hours for a 4/10 employee at the straight time rate of pay. Employees may use sick pay, vacation, or floating holiday pay for non-worked hours due to inclement weather.

Five (5) days, Monday through Saturday inclusive, shall constitute a week's work, unless mutually agreed to by the Employer and employee. This would affect new routes due to growth or at the customer's request (all existing routes would remain as Monday through Friday routes, except as provided below). All hours worked in a workweek over forty (40) hours and in excess of eight (8) hours in an employee's work shift shall be paid at time and one-half (1½x). All hours worked in excess of eleven (11) hours in an employee's work shift shall be paid at double-time (2x). Time worked does not include holiday pay, sick pay, or vacation pay.

Notwithstanding Section 6.03, the Employer may establish a workweek that consists of ten (10) hours each day. Employees on such schedule shall normally receive three (3) days off, two (2) of which must be consecutive days off with the understanding that a minimum of one (1) day of the three (3) days will be Sunday or Saturday, unless mutually agreed between the employee and Employer.

All hours worked in excess of ten (10) hours in an employee's work shift or in excess of forty (40) hours in a workweek shall constitute overtime and be paid at the rate of time and one-half (1½x) the employee's regular rate of pay. All hours worked in excess of twelve (12) hours in an employee's work shift shall be paid at double-time (2x). Any 4/10 employee reporting to work and not put to work will receive five (5) hours of pay.

Payment for holiday pay for normal scheduled days under Article 6, Death in Immediate Family under Article 13 and Sick Leave under Article 14 shall be for ten (10) hour days. If the holiday falls on a day the employee is not normally scheduled, there shall be eight

(8) hours paid. This workweek shall be offered to qualified employees by seniority. If an insufficient number of employees volunteer for this workweek, employees, subject to qualifications, shall be scheduled by inverse seniority.

No employee shall be required to work in excess of two (2) hours beyond their scheduled shift (i.e. the completion of the employee's route or Floater assignment) per day, except that the Employer's need for operational flexibility which may require working in excess of two (2) hours per day on occasion is understood and accepted, or unless the Employer and the affected employee(s) mutually agree in writing to work more than two (2) hours per day on a regular basis.

c) Work Week

Five (5) days, Monday through Saturday inclusive, shall constitute a week's work, unless mutually agreed to by the Employer and the employee.

Saturday shall be part of the regular workweek for any week containing a particular holiday, unless regularly scheduled. If called or scheduled to work on Sunday, an employee shall be paid one and one-half (1 ½) times the regular hourly rate for all hours worked.

**2. Health and Retirement Benefits:** For each employee, the following rate of contribution shall be made to either: (1) a trustee or to a third person pursuant to a fund, plan or program; (2) additional wages to each employee, or; (3) additional wages minus any contribution to a trustee or to a third person pursuant to a fund, plan or program.

a) Health Benefits

The Employer agrees to pay for each regular employee who received compensation for eighty (80) hours or more in the previous month and each probationary employee who completed five hundred twenty (520) hours of service in the previous six (6) months and received compensation for eighty (80) hours or more in the previous month the following:

Effective 6/1/2021                      **\$1,356.00**

If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the Life of the Agreement, the Employer shall pay such increases.

Dental

Effective 6/1/2021                      **\$122.70/mo**

Vision

Effective 6/1/2021                      **\$17.30/mo**

b) Retirement

The maximum monthly contribution rate shall not exceed one hundred eighty-four (184) straight-time hours or two thousand eighty (2080) straight-time hours annually:

<u>Effective Date</u>	<u>Total Contribution Rate</u>
Effective 6/1/21	\$9.56
Effective 10/1/21	\$9.81
Effective 10/1/22	\$10.06
Effective 10/1/23	\$10.56
Effective 10/1/24	TBD
Effective 10/1/25	TBD

**3. Vacation, Holiday and Sick Leave Benefit Days:** For each regular employee, the following shall be provided in either: (1) actual benefit days; (2) additional wages to each employee, or; (3) additional wages minus any actual benefit days.

a) Vacation

All regular employees, after one (1) years' service with the Employer, shall receive the following vacation benefit at their straight time rate in effect at their anniversary date of employment:

One (1) Year of Employment	One (1) Week Vacation
Two (2) Years of Employment	Two (2) Weeks Vacation
Eight (8) Years of Employment	Three (3) Weeks Vacation
Fifteen (15) Years of Employment	Four (4) Weeks Vacation
Twenty (20) Years of Employment	Five (5) Weeks Vacation

Regular employees, who work less than seventeen hundred and fifty (1750) hours during the year shall have their vacation benefit prorated on the basis that seventeen hundred and fifty (1750) hours is a complete year of service (January 1 – December 31).

b) Holidays

The following days shall be considered holidays:

New Year's Day (January 1<sup>st</sup>)  
Martin Luther King Jr.'s Birthday  
Presidents' Day (3<sup>rd</sup> Monday of February)  
Memorial Day (last Monday of May)  
Fourth of July  
Labor Day (first Monday of September)

Thanksgiving Day  
Christmas (December 25)  
3 Floating Holidays (two effective at ratification, 3 - effective 1/1/2022)

All regular employees (in accordance with Section 15.01) scheduled to work an eight (8) hour day shall receive eight (8) hours of pay or ten (10) hours of holiday pay if regularly scheduled to work a ten (10) hour schedule at the employee's straight-time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees must work on the last regular working day immediately preceding the holiday, on the first regular working day following the holiday and on the day of holiday if scheduled, and unless the employee so works, they shall receive no pay for such holiday unless such absence on the regular working days before, after and on said holidays is due to the express permission of the Employer or if application is prohibited by applicable law. Employees otherwise entitled to holiday pay but who are absent due to layoff on either the last regular working day immediately preceding the holiday or on the first regular working day following the holiday shall receive holiday pay provided such employee shall have worked one (1) or more days during the calendar week in which the holiday falls.

Employees who are called in to work on a holiday will be guaranteed eight (8) hours of pay if on a five (5) day eight (8) hour shift and ten (10) hours of pay in on a four (4) day ten (10) hour shift.

c) Sick Leave

Employees shall receive a frontloaded sick leave bank of fifty-five (55) hours on January 1 each year (seventy-two (72) hours for Seattle). Employees hired after January 1 shall receive five (5) hours per month (~~six~~ (6) hours for Seattle) for each month remaining in the year at the time of hire. Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day.

Employees shall earn one (1) hour of sick leave for every forty (40) hours worked (one (1) hour for every thirty (30) hours worked in Seattle) during the calendar year (January 1 - December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank.

Effective at the end of business December 31<sup>st</sup> of each calendar year, employees may roll over up to forty (40) hours (seventy-two (72) hours for Seattle) of safe and sick leave into their safe and sick leave bank. Additional hours in excess of forty (40) (seventy-two (72)) hours for Seattle, shall be rolled into the employees' unprotected bank and shall be available for future use. Employees that use safe and sick leave for legitimate reasons may not receive an occurrence for the time that is designated as safe and sick time.

An employee that uses sick leave under the Safe and Sick leave Act must notify their manager of their intent. If the employee does not have a full day's worth of time the employee will be expected to use the remainder of the time from their overall unprotected sick leave bank.

Unused sick leave shall accumulate in an unprotected bank. The bank shall be available for future use and will not be paid for holidays.

Sick leave shall be deducted from the bank in increments consistent with the Employer's payroll system and practices. Benefits for days off must be for scheduled workdays.

Sick leave benefits shall apply only to bona fide cases of sickness and accidents, or any other reason defined by applicable law. An employee who is collecting Workers' Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, provided, however, if such Workers' Compensation temporary disability benefits are less than the amount of the sick benefits provided herein for such period, such employee shall receive sick benefits in addition to such Workers' Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits they would have otherwise received as provided herein.

- d) The Employer shall have the right to insist on a statement from the employee for absences exceeding three (3) days.
- e) Sick leave accumulations for each employee shall be furnished upon request. Upon retirement, an employee shall be paid one hundred percent (100%) of their sick leave accumulation remaining in the bank as of the date of retirement.
- f) The Employer may assign employees who are injured on-the-job and eligible for workers' compensation benefits "light duty" work within their physical limitations as approved by their physician.
- g) Employees on State L&I leave shall make arrangements to contact the Employer at least twice a week, unless otherwise mutually agreed.
- h) New employees may begin using Washington State sick time on the ninetieth (90th) day of employment.

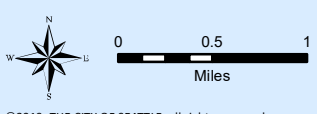


- 4. Combined Compliance** – The Contractor shall be deemed to be in compliance with Sections 1, 2, and 3 if its payments to or for the benefit of its employees are at least equal to the total amount derived by adding each of the required wage and benefit components described herein (overpayments in one category may be used as offsets in another category).

## **Attachment 3 – Collection Map**

*Map of Collection Area inserted after Contract negotiation and signing.*

# Solid Waste Service Zones - by Contractor



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Produced by Seattle IT GIS Products & Services.  
No warranties of any sort, including accuracy, fitness or merchantability, accompany this product.  
Coord. System: State Plane, NAD83-91, WA North Zone  
T:\cartoArcMap\2019\SWU\MXD\SolidWasteServiceDays.mxd  
October 28, 2019

## **Attachment 4 – Operations Plan**

*Operations Plan developed jointly by Contractor and City after Contract signing.*

# **2019-2029 Operations Plan**

## **Solid Waste Collection Contracts**

***City of Seattle***  
***Recology of King County, Inc.***  
***Waste Management of Washington, Inc.***

**Version 3: April 30, 2021**

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A – Collection Exceptions

B – Reporting Table

## **INTRODUCTION**

This is the joint Operations Plan between Seattle Public Utilities, Recology of King County, and Waste Management of Washington, Inc., for the *2019-2029 Solid Waste Collection Contracts*.

The Operations Plan is organized by section headings and sub-headings that closely mirror that of the Contracts. Sections of the Contracts that do not require additional planning through the Operations Plan are purposefully excluded from this document.

SPU and the Contractors shall meet annually to review the Operations Plan.



# 1 COLLECTION SERVICES

## Communications between Contractors and SPU Solid Waste Compliance

- If the Inspector or RM are out of the office an out-of-office message will indicate who is covering for that person.
- Route Managers and the SPU Inspectors are expected to respond within one business day of receipt of the message.
- If a driver breaks or takes a cart, they should note a Code 16 and the Contractor should schedule the replacement container for delivery the next day.

## 1.1 Garbage Collection

### 1.1.1 Solid Waste Service Levels

Collection routes shall include:

- Garbage service levels
- Number and size of containers
- Day and frequency of collection
- Special instruction provided by the city (notes)
- Any ancillary services
- Collection Exceptions (see **Attachment A**)
- Pick up location and Also-Known-As (AKA) addresses should be the same in Contractor and SPU databases
- All service points should be listed, including No Service
- Single family carts can be stored within unlatched gates within 8 feet of the alley. They cannot be stored in a locked enclosure.

### 1.1.2 Recyclables or Compostables in Residential Garbage

Refer to **Attachment A - Collection Exceptions**.

## 1.2 Compostables Collection

### 1.2.1 Single-family Compostables Services

Collection routes shall include:

- Food and yard waste service levels
- Number and size of containers
- Day and frequency of collection
- Any ancillary services
- Collection Exceptions (see Attachment A)
- Pick up location and Also-Known-As (AKA) addresses should be the same in Contractor and SPU databases
- All service points should be listed, including No Service
- Single family carts can be stored within unlatched gates within 8 feet of the alley. They cannot be stored in a locked enclosure.

### 1.2.2 Multifamily Compostables Services

Three types of Food and Yard Waste services are available for apartment buildings.

#### **Curbside Food and Yard Waste Service**

- Collections will occur at curb or alley.
- Collections will occur on neighborhood's residential FW/YW collection day.
- Customer may have multiple FW/YW services.
- Contractor will provide and line carts at accounts that have a liner rate code.

#### **On-site Food and Yard Waste Service**

- Collections will occur at location agreed upon by the customer and Contractor, within 50' of the truck as required by Section 23.54.040. F1 of the Land Use Code.
- Collections will occur on the day agreed upon by the customer and Contractors.
- Inspection team will alert the Contractor when the onsite service is added or removed.
- Number and size of containers will be agreed upon by the customer and City.
- Contractor will line each cart with a compostable bag as specified by the Liner Item code.
- Customer will contact City for problem resolution.
- SPU will bill customers the on-site rate for each service.

#### **Non-contract compost services**

Multifamily buildings may also subscribe to food & yard waste services provided by non-contract hauler.

### 1.2.3 Commercial Compostables Services

Commercial compostables carts shall *not* be lined. Any commercial compostables cart with a yellow "Liner Required" sticker or grease pen identification must be removed by the Contractors.

Small businesses with continual Extras shall be required to move to non-contract compostables services. Businesses may **not** subscribe to both non-contract and contract compostables services.

#### **On-site Service**

Businesses may subscribe to on-site commercial compostables service. Collections will occur on the day agreed upon by the Contractor and customer and be serviced at a location within 50' of the truck.

#### **Curbside**

Customers may subscribe to the City's contracted curbside Food & Yard Waste service. Collections will occur at the curb or alley. Customer may have up to two carts.

- Cart(s) must be unlocked on service day.
- Cart(s) must be within 8 feet of a curb or alley by 7am on service day.
- If cart is located within an enclosure, the cart must be unlocked and located within 8 feet of curb or alley for collection.
- The enclosure can be locked with the standard lock used by the contractor.

## 1.3 Recycling Collection

Collection routes shall include:

- Recycling service levels
- Number and size of containers
- Day and frequency of collection
- Any ancillary services
- Collection Exceptions (See Appendix A)
- Pick up location and Also-Known-As (AKA) addresses should be the same in Contractor and SPU databases
- All service points should be listed, including No Service
- Single Family carts can be stored within unlatched gates within 8 feet of the alley. They cannot be stored in a locked enclosure.

### 1.3.1 Multifamily Recycling Services

In addition to all service levels available prior to the start of the 2019-2029 contracts, Multifamily customers may select *compacted recycle (in various sizes)*, or *6yd* or *8yd uncompacted* recycling services.

### 1.3.2 Small Business Contract Recycling

Small business customers may subscribe to free, every-other-week service, up to two carts.

- Cart(s) must be unlocked on service day.
- Cart(s) must be within 8 feet of a curb or alley by 7am on service day.
- If a cart is located within an enclosure, the cart must be unlocked and located within 8 feet of curb or alley for collection.
- Businesses may **not** subscribe to both non-contract and contract recycle services.

Small businesses with continual Extras shall be required to move to non-contract recycle services.

Customers may move to bag service in the CAP areas, equivalent to the subscribed, free Small Business Service cart capacity.

## 1.4 Single-family and Multifamily Bulky Items

### 1.4.1 Bulky and Special Items

Effective 4/1/19, new special items for residential curbside collection include **batteries (alkaline and rechargeable), CFL bulbs, and Styrofoam.**

Effective 2/15/2021, new special items include small, empty propane canisters (under 1lb) and a new option of a small mixed box of special items (excluding foam and oils).

<u>Item</u>	<u>Conditions</u>	<u>Customer Fee</u>
Used cooking and motor oil	Up to two 1-gallon containers	No charge
Styrofoam blocks	Up to two 32-gallon bags	No charge
Compact fluorescent bulbs (CFLs) and household batteries	Not to exceed two 1-gallon bags	\$5
Small propane canisters	Up to two 1-gallon bags or up to four empty canisters under 1 pound each.	\$5
Electronics, small appliances, and other special items	One box 2 x 2 x 2 feet in size and under 60 pounds, containing electronics, small appliances, CFLs, batteries, and canisters.	\$20

- SPU will send requests for bulky/special item collections to the Contractor via a Bulky item field activity.
- Bulky item types will be identified within the Field Activity (FA).
- Collections will occur on customer’s garbage collection day, within six (6) business days of notification, or in the case of items not required to call ahead (motor and cooking oil), on the customer’s regularly scheduled recycle collection day.
- Contractor will not collect bulky or special items on collection day if the request was made by the customer AND transmitted to Contractor on that collection day. Collection will happen on the following collection day (6 days later).
- If customer requests on a weekday, before last feed at 6pm, the contractor will schedule pick up for next day. If customer requests on Saturday or Sunday for a Monday collection, collection will take place the following Monday.
- The item(s) to be collected and their location will be noted in the body of the service order.
- Bulky items will be set out and collected on private property.
- The set-out location must be flat and accessible to the collection truck.
- For the mixed special items box items may be set out as a single collection (for example a monitor, CPU, and peripherals, or a combination of items, such as one bag of CFLs or batteries, and up to four propane canisters. Each set out may not exceed two feet by two feet by two feet (2ft x 2ft x 2ft) in size or 60 pounds in weight. Items set out should be protected from inclement weather. Over-size or improperly prepared items can either be collected or tagged with an “Oops Tag” and left by drivers.
- Small quantities (1-2 additional items) of extra electronics or small recyclable items can be collected on the same FA, without additional charge, at the discretion of the driver.
- For Styrofoam, single-family customers may set out up to 2, 32g bags per garbage collection day; multifamily customers may set out two per garbage dumpster or cart.
- For large bulky items, appliances and furniture cannot exceed 300 pounds or 8 feet in length or 4 feet in diameter. Over-size or over-weight will be left by drivers and the FA cancelled with notes.

- If items are missed, the Call Center will note the specific missed special or bulky item on the appropriate service in the FA to be collected within 24 hours. The Contact Center should repeat the location instructions.
- If the item is Not Out, the FA will be cancelled with a Remark - 01 or 29.
- Contractor will pick up the item, and if the amount is different than provided in the ticket, Contractor will note the differences on the ticket and the Contractor will close it with an updated amount and description of what was added or subtracted from the original description. This will be in the Remarks section of the FA closure.

#### **1.4.2 Used Motor Oil Collection**

- Single-family customers can place up to 2 gallons of used motor or cooking oil out on recycle collection days in clear or opaque plastic one 1-gallon containers.
- Multifamily customers are allowed up to two (2) gallons per recycle cart or dumpster.
- Drivers will leave an “Oops Tag” and leave any container that does not visually appear to be used motor or cooking oil, or that is improperly sealed. Driver will create a Collection Exception.
- Drivers will transport containers to the designated unloading area at Republic Services’ 3<sup>rd</sup> Avenue S. & S. Lander Street transfer station.

### **1.5 Backyard Can Service Option**

#### **1.5.1 Backyard Service**

- Special emphasis will be placed on servicing backyard collection customers so that carts are returned to the **exact** place they were put out for collection.
- Backyard collections will be made on the same day of the week as neighboring curb/alley collections **and** as a regular part of a route’s normal collection schedule.
- On the rare occasions when a customer prefers to use a privately-owned Container, this will be allowed unless the Contractor determines the can to be unsafe for drivers to collect.
- If the driver identifies an existing unsafe can location, they will notify the RM for review.
- If RM agrees, driver can status the collection exception as Code 14.
- If a backyard customer is missed repeatedly, the City may require the Contractor to provide a photograph of the location site to the driver.

#### **1.5.2 New Backyard Customers**

- Garbage, Food and Yard Waste, and Recycling collections for new backyard customers will commence within five (5) business days, or on the first regular collection day after notification by the City, whichever is later.
- A concise description of the collection point for all backyard customers shall be included in the location notes on the service point.

If the driver identifies an unsafe can location driver can status the collection exception as Code 14.

### **1.6 Application of Ancillary Fees**

Ancillary fees are applied per solid waste code and rates change annually. Reference:

<https://www.seattle.gov/utilities/your-services/accounts-and-payments/rates/collection-and-disposal/garbage-rates/commercial-garbage-rates>

## 2 SCHEDULING COLLECTION, MISSES & SPECIAL PICKUPS

### 2.1 Collection Rules

- Collections occur at the curb or alley whenever feasible. Other locations will be agreed upon by the Contractor and SPU.
- Each service point will have a characteristic and an item type that describes the service at that location. A No Service item type represents Vacancy or Construction, or No Servicing Being Billed.
- Utilize Collection Exception codes for all can issues (i.e. overweight container, can blocked, dangerous situation, etc.)

Under normal circumstances, all field activities are completed and closed within 24 hours of the field action.

### 2.2 Missed and Make-up Collections

Rules for Missed or Make-up Collections:

- Misses and Paid Specials are expected to be scheduled and completed.
- Complete on the same day requests for collections sent by 10am or by the second download.
- Collect by 5pm the next day requests for collection sent by the City after 10am.
- Collect any litter spilled during collection or due to a missed collection.
- A Miss on a Miss Field Activity is collected the Next Day.
- For Seattle Housing Authority: recycle misses cannot be reported through the SPU customer portal. SHA staff email miss reports from customers to the SPU Contact Center.

Misses and paid specials sent for a premise with the No Service item type should not be collected. The Miss FA should be cancelled and sent back to the creator of the FA.

Driver should not charge extras for a Miss collected as a Paid Special.

If a Full Block Miss (FBM) is received, Contractor returns to collect the addresses noted in the FBM.

- Use code #36 to cancel the Miss for the following reasons:
  - Miss sent for the wrong commodity
  - Container is empty when the driver returned to collect
  - Container not out when the driver returned to collect

#### Rules for Changing a Miss to a Paid Special

Contractors may change service orders sent as misses to paid specials only in cases where:

- A timely CE code entry was made which indicates why the Container was not originally serviced (Close Note - Picked Up, on CE, Changed to Paid Special).
- The City transmitted a miss outside of the contractual timeframes (Close Note – Picked Up – Late Call – Changed to Paid Special).
- The miss was reported for a week when customer was not scheduled to be serviced (Close Note – Other Problem).
- The miss was sent for the wrong service type (Close Note – Miss Sent for Wrong Service Type, Collected as Paid Special).
- If a miss on an regular service day is coded with a Collection Exception, and the SPU Utility Account Reps incorrectly submit a Miss on behalf of the customer (instead of a Paid Special), and the Recovery driver tries to collect it and the underlying Collection Exception is still in effect (i.e. contamination) driver cancels the pickup and Contractor cancels with an *FA remark 34*.
  - SPU excludes Code 34s from the Missed report and Contractor is paid for a Paid Special.

### **Weekend Receipt of Field Activities**

FAs received by Contractors over the weekend will be completed within the contractual time frame (5 days) starting Monday.

## **2.3 Paid Specials**

- Comments on the paid special service order will indicate where the container(s) to be collected is located. Examples of non-curb/alley collection include emptying containers for backyard customers or vacant or construction accounts.
- Paid special collections will occur Mondays through Saturdays within 24 hours after notification from the City.
- Illegal Dumping Special collections will be processed in contractual time frames.
- Paid special collections may include project-specific additional collections, including beginning and end of the local university school year collections. In these situations, the SPU Inspector will meet with the Contractor’s supervisors to plan and coordinate collection.

## **2.4 Time of Collection**

### **2.4.1 Incomplete Route Communication**

The Contractor will inform the designated Call Center Supervisor and Inspection Supervisor, **at the time the route was left incomplete**, of all routes and/or portions of routes not completed the previous day and will define all areas not collected.

The Contractor is authorized to perform collection services after 5:00pm during, or immediately after, disruptions due to weather in order to finish the collection routes. In these instances, the above notification is not necessary.

Contractors must abide by Noise Zoning provided by Seattle Department of Construction & Inspections.

## 2.4.2 Construction Public Blocks – detachable containers

Carts are not considered blocked if accessible within 8’ of the curb.

### Construction crew allows access:

- Driver should attempt to contact the construction crew to request access.
- Construction crew allows access.
- Driver collects.

### Construction crew does not allow access:

- Driver marks Blocked Public (Code 5), notes construction contact/company name if available, calls route manager or dispatch, notes the issue on first attempt, and leaves a Construction Blocking card if a construction worker or vehicle is onsite.
- Driver continues route.
- RM attempts to contact construction Project Manager (PM).
- RM lets Driver know if container access is available.
- Driver returns to site a second time to attempt to collect.
- If still not successful, Driver notes first and second attempt.
- If the Customer calls to report missed service, a Paid Special will be requested.

For continuous construction blocks the Route Manager and SPU Inspector will work with the owner/manager and Construction PM to ensure access is set up for the duration of the project. Notes will be updated in CCB if needed.

## 2.5 Service Disruptions Due to Weather

Key contacts during adverse weather:

- General Managers for the Contractors will notify the SPU Contract Manager prior to 6:00 am with any plans to cancel services that day.
- SPU Contract Manager will coordinate communications regarding cancelled or incomplete service.
- SPU Contract Manager will notify SPU Media Liaison, Customer Contact Center Supervisors, and Inspection Supervisors.

Normal collection procedures for Residential services missed due to adverse weather:

- **Partial-day cancellation** – If collectors are not able to complete their routes, services will be completed by end of the following day.
- **Full-day cancellation** – If all collections are cancelled for a full day (e.g. Wednesday), then all services (G, R & FW/YW) will be collected the following day (Thurs). All services for the remainder of the week (Thurs & Fri) will be delayed one day (Fri & Sat).
- **Two-day cancellation** – If collections are cancelled for a second consecutive day (e.g. Wed & Thurs), then services the second day (Thurs) will be collected the following day (Fri) and services for the remainder of the week (Fri) will be delayed one day (Sat). *Service from the first day (Wed) will be collected on the next regular collection (the next Wed).*



- **Special recycling pick-up** – If collections are delayed a week, then SPU may request that Contractors provide special recycling pickup on the following week for missed customers (instead of waiting two weeks).
- Garbage pick-up will be prioritized to avoid missing two consecutive weeks of service.

Service Recovery for Multiweek Interruptions:

SPU may:

- Offer free tipping for residents at both SPU transfer stations.
- Deploy 4 or more drop boxes as an additional customer convenience, staffed by the City with opportunity for Contractors to participate, at locations distant from the transfer stations, convenient to areas with interrupted services, and equitably distributed throughout the city.

Final site confirmation depends on neighborhood storm impacts and safe access to sites.

However, target sites, including SPU stations, include:

- o Northeast – Drop box at Meadowbrook Community Center (Lake City)
- o Northwest - Drop box at SPU North Operations Center (Haller Lake)
- o Central/North – SPU North Transfer Station (Fremont)
- o Central/South – SPU South Transfer Station (South Park)
- o Southeast – Drop box at Atlantic Street Boat Ramp (Rainier Beach)
- o Southwest – Drop box at West Seattle Stadium (Delridge)

## 2.6 Service Disruptions – Non-Weather

### 2.6.1 Time of Day

The Contractor shall obtain permission from SPU for any collections outside of standard hours. This request will include the reason for late collection, the type of collection (Garbage, Food/Yard Waste and/or Recycling), projected completion time, and the boundaries of area(s) to be collected late.

The Contractor will inform the Inspection Supervisor or Manager, **at the time the route was left incomplete**, of all routes and/or portions of routes not completed the previous day and will define all areas not collected.

### 2.6.2 Alley Conditions

If driver notes unsafe alley conditions, they should use the standard coding process: Code 14. SPU will assess the alley and record alley conditions with photos and notes. SPU will then meet with the appropriate Route Manager to discuss the conditions and any alternate staging or collection locations.

## 3 MANNER OF COLLECTION

### 3.1 Collection Exceptions

Please refer to the processes detailed in **Attachment A, Collection Exceptions**.

## **3.2 Extras Collection**

### **3.2.1 Dumpsters**

#### **Extra bags or small items**

- If the lid is closed but tipped open more than 12", charge extra.
- If the lid is not closed (the lid is flipped open) and bags inside the dumpster are over the rim of the dumpster 12" or more, charge extra.
- If the lid is closed and a bag or small item is sitting on top of the dumpster (not bulky or electronic) and driver must touch the item to collect, driver will charge extra (12" rule does not apply).
- Anytime the driver must collect something that is not inside the container to collect the container, and it is collectible as garbage, charge extra. If bags or small items are next to the dumpster (not a bulky or electronic), driver must collect and charge extra.
- If the driver must touch the extra to collect the dumpster, charge as an extra.
- Driver should always charge based on a visual of extras, not what the driver thinks could fit in the dumpster (example: half the dumpster is overflowing 12+ inches, but the other side is only half full - driver will charge for the appropriate extra).

#### **Bulky items that interfere with dumpster collection**

- If it is considered a bulky item and is blocking access and the driver can safely move the bulky to collect the dumpster, collect. Do not collect or charge for the bulky item as extra. Tag it and note CE #11 Extreme Scatter with a description.
- If the bulky item is on top of the container with lids closed and the driver can safely move the item off the container, do so and do not charge the bulky item as an extra. Tag and leave it and note CE #11 Extreme Scatter and a description.
- If the bulky item cannot be safely moved in the two above instances, driver should tag and leave dumpster and bulky item. Tag it, Status it as Code 14 Dangerous Situation, add a description.
- If the driver finds a bulky item next to the dumpster that is not blocking access, driver should collect the dumpster. Driver does not collect the bulky. Status the bulky as Code #11 Extreme Scatter and include a description.

#### **Other examples**

If the extra is not safe to put in the truck and driver is able to move item off to the side, collect dumpster but do not charge for the extra. Note CE. Driver may have to call in if there are multiple exceptions.

Extras are charged by 32g bag equivalents:

- $\frac{1}{4}$  yard = 1 unit
- $\frac{1}{2}$  yard = 3 units
- $\frac{3}{4}$  yard = 4 units
- 1 yard = 6 units

Contractors will pick up spillage related to customer set outs, such as loose materials from or near bags and carts or within three (3) feet of collection areas, and charge.

#### **Compactor Extras**

Extra dumpsters with compacted materials should be charged per the following:

Dumpster Count	Compactor Size (Yds)	Carts per yard size	Bags per cart	Bags per yard	Compaction rate	Number of compacted extras units
1	1	2	3	6	3	18
1	2	4	3	12	3	36
1	3	6	3	18	3	54
1	4	8	3	24	3	72
2	1	2	3	12	3	36
2	2	4	3	24	3	72
2	3	6	3	36	3	108
2	4	8	3	48	3	144
3	1	2	3	18	3	54
3	2	4	3	36	3	108
3	3	6	3	54	3	162
3	4	8	3	72	3	216

### 3.2.2 Carts

#### Lid up

- Driver to charge if lid is lifted over 6”.
- Driver to charge if lid is missing or flipped open and if bags or small items are over the rim of the cart 6”.
- Can lid is up more than 6” due to the presence of one broom handle or similar item – collect and do NOT charge.

#### Extra bags or small items

- Bundles, bags, or cans of garbage or small items (not electronics) outside of the Contractor supplied container. Driver collects and charges extra.
- Plastic bags set out at the collection site to be charged as extra garbage.
  - Customers are not allowed to use plastic bags for YW or Recycle. Only black bags will be charged as extras.
  - Any black bag set outside of any container, including on top of the container, will be charged as extra garbage, regardless of material contained inside.
  - White or clear for recycle is acceptable for now, but if the white or clear bag is observed to be contaminated, the driver should tag, and after the 3<sup>rd</sup> tag, leave the bag.
  - If a driver observes yard waste in a clear or white bag, driver will tag and leave.
- Extras are charged for each extra unit. A unit is a bag or bundle or small item not to exceed a 32g can size and or 60lbs.

#### Unknown or Not Extra

- If drivers can't identify who the extra belongs to, do not charge (tag with Sorry Tag).
- Full or partially full cans wet paint are not able to be picked up and are not considered an Extra. They should be tagged and left. Driver will have to write in: Wet paint is not allowed in garbage.
  - Empty or hardened paint cans can be placed in the garbage or set to as an extra. Each item to pick up would be an Extra.

### Extra Recycling

- Customers are allowed extras equivalent up to 1, 96g cart (roughly 4'x4'x4" dimensions).
- Driver will collect all extra materials that meet the collection standards, tag customer, and note CE 15. Cardboard boxes should be broken down and in sections that are 4'x4' or smaller.
- Inspector will call customer after first, second, and third Code 15.
- SPU will provide guidance at least annually to customers on the Website, in the Customer Portal, via social media, and in print collateral.

### Containers set out are different or volume than service level

- **If** customer has a different cart set out for service than they are paying for, the driver must status it as a Code 12 – Wrong Size Can -and *not* charge for extras. SPU will work to fix the issue with the customer within four weeks.
- **Fewer carts set out** than pay for: If they pay for 3 but they are not all out, it's a partial NCO.
- **More carts** out than pay for: If customer pays for 2 and 3 are set out, the driver will status it as a Code 13 - Account Research.

### Extra Yard Waste

- Charge each extra bag, bundle, or can set out in addition to the current service level (96, 32, or 13g).
- Customer is using 3 bags or a private can in lieu of a 96g cart: the 3 bags are an alternative to the cart. SPU will work with customer to move to all to company carts, but until service changes are made:
  - Driver notes Not Using Company Can.
  - The 3 bags are only when the customer is not setting out a cart but is paying for the service.
  - SPU contacts customer and based on the discussion, we will encourage them to get the cart or we will put notes on the account about the 3 alternative bags.
    - If customer sets out more than 3 units in craft bags or private cans and has 96g rate: driver to charge extra over 3 units.
- If a bundle of yard waste is more than 4 feet in length or 2 feet in diameter, don't collect, don't charge extra, leave "OOPS" tag and CE Code #09 with written description.
- If yard waste sticks out of cart dangerously or in a manner that is uncollectible, don't collect, don't charge extra, leave "OOPS" tag and CE Code #14 with written description.
- If yard waste sticks out of a private can in such a manner that the overall length is greater than 4 feet, and is therefore uncollectible, don't collect, don't charge extra, leave "OOPS" tag and CE Code #09 with written description.
- If yard waste is not bundled, do not collect.
- Do not collect private carts if they contain food waste. Tag and CE as Code #15 and indicate *food in private cart*.
- Overfilled YW Cart - do not charge extra. Only charge extra for extra can, bags, or bundle.
- Do not charge extra for overweight cans. Do not collect, Tag, and status with the Overweight Collection Exception.

### November and Holiday Yard Waste Extras

#### November Yard Waste

SPU provides free extra yard waste collection from November 1-30. Extra yard waste (no food) must be in paper bags (up to 60 pounds) or placed in an extra container. SPU directs customers to set out no more than

10 bags per week. Drivers may collect more than 10 bags or leave and tag bags more than 10 if the number of extra bags is an operational burden.

Free extra yard waste collection only applies to SPU customers who pay for regular food and yard waste collection. Where a no-service SP is on the account, drivers should tag, Code 09 - Other (No Service, Setting Out), and leave bags.

### **Holiday Yard Waste**

From December 26 to January 31, holiday trees, wreaths, and related greens can be composted for free at the curb. Residents are instructed to place them next to their yard waste cart on collection day.

- Flocked greens and plastic trees or wreaths will be charged as extra garbage.
- Trees must be cut into lengths 4-feet or shorter.
- Drivers will not note holiday greens extras during this time.

Two trees may be placed next to each Multifamily food and yard waste cart at no extra charge each collection day. Each additional tree will be picked up as extra yard waste (fees apply).

Drivers may use Exception Code – Other – to identify holiday greens collection.

### **Styrofoam**

- Loose Styrofoam blocks or sheets found next to or on top of the garbage container are to be collected and charged as extra.
- If Styrofoam is found in the garbage container with lid down or not overflowing 6", collect and do not charge.
- Garbage driver will not collect Styrofoam if set out in a clear plastic bag (assume customer has called in a special item pick-up for recycle).
  - Waste Management process: Print the Styrofoam FAs and give to MSW drivers. If no FA, then charge extra. If FA, leave for sub-contractor (Container Management Group).
  - Recology process: The FA is received and moved to the next solid waste collection day for customer. The FA is then routed to a delivery route, where it is printed on their route sheet. The driver or dispatch closes these FAs when completed. If no FA is received and the customer has Styrofoam out for collection those are considered extras for the trash driver to collect.

### **3.3 Residential Extras Monitoring**

On an ongoing basis, SPU Inspection Staff will monitor single-family customers for extra Garbage and Food & Yard Waste. On a weekly basis, Inspectors will record all extra Garbage and Food and Yard Waste at 1800 proximal addresses which have anything set out for collection (WM 900, RCS900).

On an on-going basis, the Inspection Staff will monitor multifamily Detachable Container (dumpster) customers for extra Garbage. On a weekly basis, Inspectors will record all extra Garbage at 40 Recology and 30 Waste Management customers.

Over the course of every six (6) month period, monitoring will be spread evenly over each collection day to reflect a random sample of all customers in each contractor Area. At the end of each 6-month period SPU will provide the extra monitoring coverage maps to the Contractors.

Inspectors will photograph each incident of an extra with a timestamp and GPS location and record the address, date and the number of Extras observed.

A SWI&C team member will review all entries and photographs. SPU will consider changes to the weekly summary to include Extras charges for these customers from the Contractors.

A designated SPU employee will provide each Contractor with a weekly report of all Extras and accompanying photographs.

- The report will be in the form of an Excel spreadsheet, e-mailed to a designated Contractor representative by the end of the business day on the Wednesday following the applicable week's monitoring.
- The photographs will be included in the email.

### **3.3.1 Extras Monitoring Reporting**

The SWCI team will provide summary and detailed results from the adjusted inspector survey weekly on Wednesdays, and via email by the 17th day of the month. These monthly data will be compiled every six (6) months to determine Contractor bonuses or penalties. The monthly and six-month reports are reviewed by SWCI team and the Contractor for final percentages.

### **3.3.2 Extras Dispute Process**

Each time an extra charge is disputed SPU will send a notification to the Contractor.

- First Extras dispute FA - inform Contractor that a dispute has occurred.
- Second Extras dispute FA – informs Contractor of a second dispute, and Contractor is required to take photos of future Extras for 6 months.
- Third Extras dispute is an FA to the SWIC team. The team will research the account, request the photo from the Contractor, and visit the site.

The following types of disputes by the Contractor regarding extra Garbage and Food and Yard Waste monitoring will be considered on an individual basis by the SPU Supervisor or Senior Inspectors:

- The address was listed on the EL for being uncollectible.
- There is no picture.
- There is a discrepancy over the estimated six inches (6") or twelve inches (12").
- The date on the picture is incorrect.
- Conclusive evidence is provided that the picture is of the wrong address.
- The Extra was reported on a non-collection day.

Contractor disputes of any entry on the Weekly Report will be communicated electronically to the appropriate SWCI team member within ten (10) business days of receipt of that report. SWCI team member will reply with an answer or further follow up needed within 5 business days. If there is no response within 5 days, SPU will cancel the recorded Extra failure.

### **3.3.3 Extras Recording Training**

SPU Inspection staff will conduct a yearly training session for Contractor Supervisors, Route Managers, and drivers prior to implementation of new Extra guidelines to ensure uniformity in the estimation of excess

Garbage and Food and Yard Waste. Additional training sessions will be conducted at the request of the collection Contractors.

### 3.4 Contamination Monitoring of Garbage, Recycling, and Food Waste

See Attachment A – Collection Exceptions

#### 3.4.1 Process for Single Family and Multifamily Food & Yard Waste and Recycle Contamination

Contractor Response	SPU Response
First Contamination: Tag and Code 17	None
2 <sup>nd</sup> instance: <ul style="list-style-type: none"> <li>• Tag and Code 17</li> <li>• mark “2nd Notice” on the back side of the Oops Tag.</li> </ul>	SPU mails a Contamination Letter after two or more instances.  Targeted zip codes will receive a follow up call after letters are mailed.
3 <sup>rd</sup> instance: <ul style="list-style-type: none"> <li>• Tag and Code 17 &amp; Code 15.</li> <li>• Driver marks “3<sup>rd</sup> Notice” on the back side of the Oops Tag.</li> </ul>	Upon receipt of Code 15, a Contamination Inspection will be created.
4 <sup>th</sup> instance: <ul style="list-style-type: none"> <li>• Tag and Code 17</li> <li>• Driver marks “4<sup>th</sup> Notice” on the back side of the Oops Tag.</li> </ul>	Upon receipt of Code 15, a Contamination Inspection will be created.
5 <sup>th</sup> instance: driver leaves cart.	Contact Center dispatches an FA for the inspector.

#### 3.4.2 Process for Single Family & Multifamily Garbage Contamination

- The driver will always collect garbage containers that are contaminated with Food/Yard Waste and/or Recycle.
- The SPU Inspections team conducts regular inspections of multifamily garbage containers and contacts customers to resolve.

### 3.5 Spillage

#### Scatter Identified Upon Arrival

- In cases where scattered Garbage or other materials are observed before collection, the driver will enter this information on the Exception List using the specific Scatter code. If the driver encounters scatter within 3’ of the site, unless hazardous as identified by the Contract, driver will make every effort to clean it.
- Driver can status the account as scatter if there are two or more instances.
- If scatter is extreme (equal to or greater than 1/4 yard or 45 gallons), driver codes it per the Exception List and proceeds on route.

### **Driver Spillage**

- The Driver will clean up any spillage caused by collection activities.
- For unbagged customer garbage, driver will use OOPS tag, check *bag all garbage*, and note Scatter.
- SPU will do inspection upon third reported instance (Scatter, Scatter, then Code 15 or Code 11 - Extreme Scatter).
- If the City notifies the Contractor of materials scattered or spilled during collection, the Contractor will clean up the area affected within three (3) business hours of notification of the incident.

### **Truck Spillage**

- If driver becomes aware of any spill, including glass, hydraulic, transmission, or other fluids s/he will stop the truck and contact the Route Manager. Contractor will clean spills.
- Per Seattle Municipal Code, if oil or hydraulic fluids are leaking, the driver should not continue on the route. The driver will make every effort to properly clean up the fluid spill immediately and await assistance.
- If the City notifies the Contractor of any spillage which creates an environmental or personal hazardous condition the Contractor shall stop the truck and immediately begin cleanup.

## **3.6 Damage to customer property**

If the driver does damage to customer property, they should contact their Route Manager to address the issue. Route Manager should contact SPU Area Inspector to inform them of the damage. Driver is responsible for damage done to a customer's private property. If the driver feels that it is not a safe location or there is potential for damage, they should code it as a Code 14 and contact their Route Manager.

If customer contacts SPU, SPU will send a Damage Claim form to the customer and SPU will introduce customer to the Contractor to process the Damage Claim.

SPU manages damage claim letters for Contractors and provides them to the Contractors for use. If updates are needed, please inform the Inspection Team Manager and Contracts staff.

## **4 PUBLIC LITTER AND CLEANING**

### **4.1 Public Litter and Recycling Can Collection**

The Contractor will:

- empty each Container specified by the City of all contents, reinsert the liner and replace the lid or close the door;
- collect any litter spilled during collection or due to a missed collection;
- complete on the same day requests for collections sent by 10am or by the second download;
- collect by 5pm the next day requests for collection sent by the City after 10am;
- utilize exception codes for all can issues (i.e. overweight container, can blocked, dangerous situation, etc.)
- contact the SPU Program Manager in the event collections will be missed due to extenuating circumstances.



- provide training and education to collection drivers about can collection and maintenance protocol described above to ensure consistency in litter and recycling can services at least annually, or as requested by SPU.

The Contractor will *not* service private litter cans, litter bags, or recycling containers not designated by the City.

The City will:

- report overflowing cans to the Contractors by service order, with reference to the Container address;
- attempt to mitigate ongoing can issues.

The City reserves the right to use other resources at its disposal to respond to service Containers missed by the Contractor.

## **4.2 Public Litter and Recycling Can Maintenance**

The Contractor will:

- pick up and/or deliver public Cans as requested by the City.
- process requests for Can cleaning, either on-site or as a take-away. Requests for cleaning, swapping, or removal will be sent to the Contractor by service order and will be scheduled for completion within five (5) business days upon receipt of the work order.
- thoroughly clean cans inside and out at least once each year, or as directed by the City. This annual cleaning shall include replacing the liner, lids, cables, and labels as needed.
- update information about service changes on the driver's route sheet within five (5) business days.

The City will:

- provide one-week notification of any changes to service frequency or locations. This includes adding or removing sites as necessary to meet the goals of the program.
- communicate service changes by service order. Work orders will include the Container's address.
- communicate via email additional information that cannot be communicated by service order.

The City has the option of having the Contractors provide repair service or additional cleaning of Containers. The City will pay the Contractor's hourly shop rate. Replacement cans, lids, and rigid liners will be shipped directly to the Contractor's yard. The City will provide the Contractor with a supply of cans, lids, and rigid liners. The Contractor will replace lids and liners as needed and per locations indicated on service orders. Can cleaning service will be provided by the Contractor, or its sub-Contractor, on a regular basis, as coordinated between the Contractor and SPU Program Manager.

The City will be responsible for the labeling, maintenance, repainting, cleaning, and repair of all litter cans and public place Recycling Containers except for Containers damaged by the Contractor. The City will investigate and create a service order, if needed, for the Contractor to remove or replace damaged Containers within five (5) business days. The City will investigate and resolve any misuse of Containers and report resolution to the Contractor.

## 5 FLEETS AND DESTINATIONS

### 5.1 Vehicles Used in Collection

All trucks are dedicated vehicles for City contract services. Use of alternative vehicles for contract services require approval from the City.

#### 5.1.1 Truck Identification

SPU South Transfer Station staff will provide RFID tags for Contractor trucks to enter the stations.

- Contractors will submit requests for individual tags one week in advance via email to a station crew chief and cc SPU Contracts staff.
- The station crew chief will email the tag information and truck description using the Trucks Form to SPU AR Group, and cc Contracts staff.
- SPU will maintain a supply of extra tags, but large requests for tags must be received from Contractors no fewer than 8 weeks in advance to allow ample time for ordering and shipping.

### 5.2 Truck Access to Stations

To be added in Version 4.

### 5.3 Waste Sampling

The City expects to conduct the following waste compositions studies:

- Week of Jan 25, 2021: Residential garbage and recycling
- April 2021: Recycling – sector TBD
- June 2021 to June 2022: Commercial Garbage
- June 2021 – June 2022: Residential and Commercial Organics

Contractors will provide route information and confirm communication protocol to develop initial sampling plans prior to each waste study. Route information includes the routes for each day of the week, corresponding tip location, number of trips, and typical number of trucks. On-call routes include the expected number of roll-offs delivered by day of the week.

The City will send Contractors a yearly schedule of the sampling days and reminders one-week prior to each sampling event. A few days prior to each sampling, the City will inform the Contractors which trucks are scheduled to be sampled at each transfer/disposal facility. The Contractor will review the scheduled trucks and communicate any updates, such as routes that have been canceled or updated truck numbers.

Unless there is an unusual circumstance, the sampling occurs at the normal receiving facilities for each load. As trucks enter the tipping area, a member of the sampling crew will approach drivers of the trucks which have been selected for sampling and instruct them to proceed to the stalls in the facilities set aside for sampling. Typically, the loader grabs a sample as the truck is tipping its load into the pit. The driver may be asked to wait until the loader is ready.

## 6 CONTAINERS

### 6.1 Container Colors

All Contract containers will comply with the following color-coding scheme to benefit customers and contractors:

<b>Garbage:</b>	Carts will be black Dumpsters will be grey; color mutually agreed upon
<b>Recycle:</b>	Blue (carts and dumpsters); color mutually agreed upon
<b>Food &amp; Yard:</b>	Green (carts only); color mutually agreed upon

#### 20g insert/35g garbage cart

Contractors will affix the SPU-approved sticker on the cart, above the inventory number or on the lid of the cart, reading “20-gallon Service” to indicate to drivers and customers that the cart holds up to 20-gallons of material.

### 6.2 Container Delivery

#### 6.2.1 Cart Delivery

##### *Swaps*

Recycle cart swaps will take place on the next service day *after contractor receives the request* (within 2 weeks).

Garbage and food & yard waste cart swaps will take place on the next service day *after contractor receives the request* (within 6 days).

If customer requests a swap by 6pm (final feed) and their service is the next day, i.e. customer requests on Tuesday for a Wednesday service day, delivery should be done Wednesday.

*If ‘Missed’ due to issues other than inventory and NCO:*

- Contractor cancels the original FA
- SPU sends the Expedited FA
- Contractor delivers the cart the next day
- Complete FA

If there is *low inventory* of carts:

- Leave in Pending Status
- Note the expected service date on the FA.
- Note low inventory in the notes

- Send a weekly list of missed FAs to SPU SWI&C Team for customer communication. When inventory is available, deliver cart.
- Complete the FA

Contact Center will not put in Expedited FA when Low Inventory is noted.

If container is *Not Out* for swap. Driver marks Not Out and contractor Cancels the FA with a Remark 1 or 29.

### **6.2.2 Dumpster Delivery**

The Contractor will store steel Containers at a Contractor controlled facility. All Containers will be delivered within five (5) business days of request. The Contractor will be responsible for ordering all necessary Containers for Contract services, as well as ensure that there is an adequate Container supply to meet all contract requirements.

All Containers delivered shall be appropriately labeled with SPU-approved decals of the right size and commodity.

New apartment and condo Garbage customers will receive collection day information from the City. New commercial Garbage customers will receive a brochure with materials preparation guidelines and collection day information from the Contractor.

### **6.2.3 Cart delivery in SHA-serviced Garden Communities**

Seattle Housing Authority (SHA) service provider Impact Property Services (IPS) will submit requests for new or replacement recycle carts via email to the SPU Contact Center. The email is SPU\_SHA@seattle.gov. Carts will be delivered within 5 business days.

## **6.3 Can and Cart Inventory**

The Contractor shall maintain a Can/Cart/Detachable container inventory of 6 weeks of anticipated deliveries, except in the case of uncontrollable disasters. The Contractor shall supply on an every-other-week basis an inventory listing of all available containers. If container inventory is low, the Contractor shall include a plan for providing containers to customers until taking delivery of new inventory.

Contractors are not required to loan containers to each other in the case of low or zero inventory.

The Contractors will identify carts by the following convention:

1. Cart volume – numeric identifier plus “G” for “gallon” (i.e **35G**)
2. Two-digit year of manufacture (i.e **19**)
3. Serial # as assigned by the manufacturer

Full example: **35G19 XXXXXX** (numeric digits may vary by manufacturer)

## **6.4 Detachable Container Inventory**

The Contractors will identify dumpsters by the following four-part naming convention:

1. Contractor initials/short name: WM or RC
2. Seattle Public Utilities: SPU

3. Dumpster size and commodity, for example: 2G = 2 cubic yard garbage
4. Year manufactured, for example: 19 for 2019

**Complete example: RCSPU2G19**

## **6.5 Tag & Sticker Inventory**

The Contractor shall maintain an inventory of 6 (six) weeks' supply of stickers and "OOPS" tags. The Contractor shall include counts in the every-other-week container inventory. If sticker or tag inventory is low, the Contractor shall include an estimated arrival date of new stickers or tags and the quantity on order.

## **6.6 Detachable & Drop Box Container Standards**

### **6.6.1 Graffiti**

- SPU Inspectors will identify 10-20 public-facing target blocks for graffiti removal each quarter and will provide the blocks no later than two calendar weeks prior to the start of the quarter.
- Contractors will identify all Contract dumpsters on the blocks and remove graffiti for no fewer than 100 of the dumpsters per quarter.
- Contractors will provide a quarterly progress report by the 15<sup>th</sup> of the month demonstrating that all containers were cleaned.
- Open-market dumpsters are excluded.
- For containers slated to be cleaned that are also reported via FAs, Contractors will report the FA number of the quarterly graffiti report.

### **6.6.2 Maintenance practices for detachable containers**

Contractors will report broken or missing lids, broken lock bars, and other replacement needs via a Code 16. When possible, drivers will replace wheels at the time of service. Code 16 replacements shall be completed within Contractual timeframe.

## **6.7 Missing Addresses on Containers**

The City may randomly monitor Residential Garbage, Recycling, and Food and Yard Waste containers to ensure that all Containers are properly addressed. The City will email a list of non-addressed or improperly addressed containers, along with photographs, to Contractors as needed.

Contractor Operations will schedule addressing within five (5) business days, except in the instance of recycle carts with every-other-week service, preferably on the customer's next scheduled service day since the Container would already be placed out for pickup.

Drivers will have a supply of marking pens in their trucks. If an address can be easily written on the Container at the time, the driver will re-address. No reporting or further action is required.

If the driver cannot determine the address to which the container belongs, the addressing request will be directed to Contractor Operations for action. If Operations cannot determine the address, Contractor will contact the SPU Inspections Supervisor to request assistance.

## **6.8 Container Locks**

### **6.8.1 Multifamily Service Locks**

#### **Dumpsters**

- Customers can order locks for their dumpsters. Customers order the MF lock service through SPU Contact Center. The contractor then receives the lock request.
- The standard lock and key is used per contractor.
- If requested, a MF building can request a Combo lock.
- Drivers are required to unlock and relock at the time of collection.
- If the customer uses their own locks, they will mail 4 keys to the contractor.
- If lock is present but damaged, the customer can request a replacement lock for a fee.
- If lock is reported missing by the customer after a collection, the contractor is responsible for replacing the lock with a contractor supplied lock.

#### **Carts**

For multifamily carts, if customer requests cables and locks, and Inspector agrees with the request, contractor will deliver cables and locks. The inspector will notify the contractor of the new lock service for routing purposes. Driver will unlock cart.

#### **Secure Buildings**

SPU Inspectors will coordinate the communication of lock or FOB exchanges between the contractor and the customer. Inspectors will email the building and the RM and provide the customer with the mailing address of the contractor yard. If the customer does not want to mail the keys or FOBs, the RM will coordinate a pickup.

### **6.8.2 Single Family Service Locks**

Locks will not be permitted for curbside services except under the following conditions:

- The SPU Inspector determines there is a business necessity to reduce dumping or contamination and creates an FA.
- Customers must unlock carts prior to service.

## **7 CUSTOMER OUTREACH, SERVICES, AND RETAIL BILLING**

### **7.1 Plan Reviews for Proposed Buildings**

SPU reviews architectural plans for proposed buildings to ensure compliance with safety standards and land use and solid waste code for solid waste storage, access, and collection. SPU will provide plans to the Contractors for review and SPU and Contractor will agree on the service plans prior to SPU granting approval to the applicant. Contractors have 7 calendar days to review and respond to SPU with questions or approval. To facilitate approvals, SPU and Contractors will have weekly phone calls to review solid waste plans for proposed buildings.

## 7.2 Customer Service for Businesses

### 7.2.1 Disputes

At the City’s request, a representative will join the city in meeting with an aggrieved customer to resolve a complaint about spillage, a refusal to serve, a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding. SPU and Contractors implement Washington UTC standards for applying credits or back-billing to Customer accounts in situations where customers have underpaid or overpaid for services rendered, limited to a maximum of three (3) years.

### 7.2.2 Prepaid Bag Service/Clear Alley Program (CAP)

The CAP program was designed for buildings that do not have private storage – usually older building stock. CAP services are a combination of bag and cart services. Bag service is frequent so that bags are regularly removed from the ground.

#### Services

Commodity	Service Type	Frequency	Volume
Garbage	Garbage bag service	3x/day	As many as needed
Recycle: plastic, aluminum, paper	Recycle bag service	2x/day	As many as needed
Glass	Cart service	As needed based on volumes	Up to 2 carts
Cardboard	Flattened and bundled by the carts. No charge.	2x/day	As much as set out
Food Waste	Cart service	As needed based on volumes	Up to 2 carts

#### Locations

The CAP program exists in 5 areas of the City within Business Improvement Areas (BIAs).

1. Columbia City – Waste Management
2. International District – Waste Management
3. Pioneer Square – Waste Management
4. Downtown Core – Recology
5. East Pike-East Pine Corridor – Recology
6. Harrison Street corridor - Recology

#### Location Boundaries

- Full CAP services (pre-paid bags) can only be offered in commercial zones.
- Any customer can request CAP services.
- Where the proposed services are not located in a commercial zone, the bag pickup frequency will be limited to residential-zoned area times, 7-10pm, and typically be twice per day.
- If the location is outside of a CAP area, as approved by the Contractor, the customer receives 1 pickup per day due to the challenge of servicing a customer outside a standard CAP area.

#### Service Set Out Locations

Carts and bags are placed in the alley or in front of each business on the sidewalk adjacent to the curb.

#### Illegal Dumping in CAP

- Garbage drivers will pick up illegal dumping of any kind within 3’ of all Contractor CAP set-out areas (cart, prepaid bag, or dumpster).

- If illegal dumping or scatter are extreme (>1/4 yard), or greater than 3' from the set-out area, driver will not pick up illegal dumping. Contractor will report it to the City.
- Illegally dumped items, bagged items (both torn and intact bags), and illegally dumped bulky items located throughout the alley should be picked up and charged.
- CAP set-out areas can be located throughout the alley.
- Drivers will clean up broken bags and related debris with a shovel. Drivers are not required to pick up small litter or sweep the area.
- The driver will pick up all flattened and bundled cardboard, any cardboard in boxes, or boxes lying on top of each other.

### **Free Cardboard Pickup**

Free cardboard service is provided if the customer has either bag service - recycle or garbage.

### **Bag Purchases**

Bags are sold via the online website managed by each Contractor.

### **Sizes and Design of Bags**

**Garbage:** 15 and 35-gallon garbage bags will be grey, minimum 2.75 mil minimum thickness and will include a black garbage can image and black text. Printed text will include "garbage" and "basura".

**Recycle:** 15 and 35-gallon recycle bags shall be clear. Waste Management recycle bags will use green text and a yellow drawstring and say "reciclaje" and "recycle" and include the chasing-arrows logo.

Recology recycle bags will use blue text and blue drawstrings and say "recycle" and "reciclaje" and include the chasing arrows logo.

**Bag Design Communication:** In collaboration with SPU, Contractors will design and mail a postcard to existing pre-paid bag customers to notify them of the new 2019 recycle bag colors and design.

### **Multifamily CAP Service Status**

- Garbage bag service:
  - MF customers will be Commercial customers and serviced by the Contractor
- Recycle bag service:
  - MF customers will be Commercial customers and serviced by Contractor.
  - MF customers will receive the amount of recycle bags equal to the garbage bag order.
- Food Waste service:
  - MF customers will be SPU customers for Food Waste.

### **CCB Service Points for Clear Alley Program**

SPU will create Clear Alley Program Service Points (SPs) for all CAP areas. These SPs will allow for improved communication between SPU and the Contractors about the following:

- Special pickup requests
- Miss notifications
- Illegal dumping requests



- Performance fees

#### **CAP Pilot Cardboard-Only Dumpster**

- SPU will allow up to 10 Recycle-Only dumpsters for cardboard to site permanently in the CAP areas.
- The dumpster will have screen mesh design and be 1 cubic yard in size.
- Dumpsters will be blue and labeled with *Flattened Cardboard Only* decals.

## **8 PERFORMANCE COORDINATION AND BEST PRACTICES**

### **8.1 Application of Performance Fees**

SPU will make the determination as to whether the situation contractually warrants the application of performance fees.

Notice of the application of performance fees is electronically transmitted to the Contractor via a designated Customer Response Staff member. This notification shall include:

- The address, account number and, when applicable, where the acts or omissions occurred.
- A description of the said acts or omissions and the dollar amount of the performance fees being applied. This notification comprises a request to remedy the problem being addressed.
- The Inspector will follow up with subsequent inspections when appropriate and continue to apply the appropriate performance fees, as necessary, until situation is resolved.
- The Inspector will monitor the situation, as required, for future collections.
- The application of performance fees will take place within 10 business days.
- Only one performance fee shall be charged per infraction. If performance issues continue for the same infraction, the city would apply #9 (escalated PF) rather than two PFs. This application of fees does not apply to repeated full-block misses or full-route misses.
- Container Order Performance Fees
  - If a cart delivery is not performed within the contractual time frame (5 business days or on the next collection day), performance fee is \$50 a day for plastic and \$100 a day for metal.
  - If the customer reports non-delivery to SPU we will notify the Contractor with an Expedited request.
    - The FA will be a Contractor failure or City failure Expedited.
    - Must be within 30 days of the original request.
  - If the customer report exceeds 30 days a new 1<sup>st</sup> request must be sent, or a City error Expedited FA will be sent. SPU will not apply a Contractor error Expedited.
  - SPU will apply Performance Fees for original or Expedited orders no more than 10 business days from the day of customer notification of failed delivery.

### **8.2 Appealing Performance Fees**

- All appeals of performance fees must be directed, in writing, to the SPU Inspection Supervisor within 10 business days of being assessed.

- The Supervisor will review and respond to the Contractor’s appeal within 10 business days of receipt from the Contractor. If SPU does not respond, Contractor may cancel the performance fee using a code 36.
- Before making a recommendation, the authorizing Inspection Supervisor will research the facts, take into consideration all relevant, additional information provided by the Contractor and review the decision to assess the fee with the appropriate area Inspector.
- In cases where the Contractor’s appeal has been denied by the Inspection Supervisor, the Contractor may appeal, in writing, to the SPU Contract Manager.
- Performance fees will be reversed only in situations where fees were inappropriately applied, proper notifications were not transmitted to the Contractor, or where extenuating circumstances warrant reversal.
- The Solid Waste Contracts Manager does have the authority to reverse the fees after review with internal stakeholders including the SPU Director of the Customer Programs and Contract Management Division, the initiating Inspector, and the Inspection Supervisor.
- If the Contractor’s appeal to the Solid Waste Contracts Manager is denied, the Contractor has the right to file a claim with the City Law Department. When the Solid Waste Contracts Manager is informed of the final disposition of the claim, a copy of the notification is sent to the Inspection Supervisor.

### **8.3 Reconciliation of Performance Fees**

The monthly performance fee summary will be provided to Contractors by the **20<sup>th</sup> of each month**. SPU will make a good faith attempt to notify contractors via email prior to the 20<sup>th</sup> if the summary will be late.

## **9 ROUTE AND COMMERCIAL ACCOUNT DATA**

(See **Attachment B – Reporting Table**)

### **9.1 Route and Scale Data**

Contractors will submit weekly ‘TFR2’ scale files for *all* contract loads, including all Residential and commercial trips to City and contracted facilities with Garbage, Recycling and Compostables. Contractors will submit weekly ‘TFR4’ route files for all routes with commercial services and all routes with mixed commercial and apartment services.

### **9.2 Commercial Account Data**

Contractors will submit monthly ‘SVC’ service files for all commercial (business) and apartment/condo services by the 10<sup>th</sup> of the month. File and reporting specifications are provided in the *SPU Commercial Solid Waste Contract Data Transfer Specifications* and in supporting *Data Transfer Expectations*.

## 10 REPORTING AND DATA REQUIREMENTS

### 10.1 Contractor Reporting

See **Attachment B** for Contractor reporting requirements and status of Contractor compliance with requirements.

### 10.2 Monthly Contractor Invoice

Contractors will submit a monthly invoice workbook by the 10<sup>th</sup> of each month or the Monday following, including:

- Service payment summary
- Detail for services not included in the residential or commercial data sets
- Performance payment summary and detail

### 10.3 City Payment Authorization and Payment Report

#### Monthly City Payment Authorization

City will provide a monthly invoice payment authorization with all adjustments and related detail.

#### Annual City Payment Report

SPU will provide a report to Contractors by March 15<sup>th</sup> including:

- Year-end service and index data relevant to annual fixed payment adjustments.
- Revised monthly fixed payments.
- Planned revisions to operations or services.

### 10.4 Additional City-Provided Reports

Report Name	Due Date
Monthly Residential Miss Incentive	End of the following month
Monthly Transfer Station Measures	60 days after end of period
Commercial Customer Service Incentive	20 <sup>th</sup> of month
Performance Fee Summary	20 <sup>th</sup> of month

## 11 DRIVER TRAINING

### 11.1 SPU-Provided Training

SPU will provide semi-annual training for drivers, and quarterly training for driver supervisors unless otherwise agreed upon by the Contractor and SPU. Training topics may include but are not limited to: use of

“OOPS” and other customer notification tags, decal application on containers, Extras, bulky items and electronics collection and contamination.

## **12 Bad Debt & Billing Adjustment Policies for Commercial Customers**

### **12.1 Bad Debt**

#### **Past Due Accounts**

- Account is past due if payment is not received within 30 days from the date of the original invoice.
- 1% interest will be charged on delinquent balances. All interest and late charges are due without waivers.
- Payment received is applied to the designated invoice. Past due balances resulting from late fees or interest can result in account suspension.
- All past due amounts that accrue from the services provided by the Contractor under this Contract will be pursued for the collection by the Contractor prior to forwarding to the City.
- The Contractor may choose not to attempt to collect on past due amounts less than \$5. This bad debt may not be forwarded to the City.
- Prepaid bag sales are subject to same requirements as other services.
- If Contractor chooses not to attempt collection on small balances, then contractor will remit payment to City for the small balances not attempted. The Contractor will attempt to collect all past due amounts that are \$5 or more according to the schedule below.

#### **Past Due Balances**

Note: All dates below are from the date of the original invoice.

##### **30-44 Days**

- Send second invoice with dunning message
- Start interest assessment of 1% per month on delinquent balances

##### **45-60 Days**

- Send collection letter

##### **55-65 Days**

- Call Customer

##### **65-75 Days**

- Call Customer
- Suspend account; stop service and billing
- Notify City of suspension

##### **75-90 Days**

- Send final collection letter or call customer
- Pick up container and charge pick up fee
- Send final bill to customer

##### **90-94 Days**

- Close account
- Forward account to SPU AR. (Service may not be resumed without AR approval after this is done)

### **12.2 Billing Adjustment**

Commercial garbage, recycle, and food & yard waste billing adjustment policies will closely align with Seattle Public Utilities policies.

- Under SPU Director’s Rule [FIN-160](#) billing adjustments are limited to a maximum of three years which run three years back from the date the billing discrepancy is discovered by the customer (or contractor, whichever is earliest).
- Standard processing time for billing adjustments is 30 business days upon discovery of the discrepancy.
- Variances under \$10 can either be back billed to the customer or paid by the contractor. Variances over \$10 should be back billed to the customer.
- Variances will be reflected in the SVC report.

### ***Appendices***

## Seattle Solid Waste Collection Contracts - 2019-2029

ATTACHMENT A - COLLECTION EXCEPTIONS					
Code	Description	Required Actions	Tags Cart?	Item Collected?	Customer Fees?
SC01	Not Out	Status	NO	NO	NO
SC02	Extra	Yes	NO	YES	If required
SC03	Scatter	Tag and Status	YES	YES	NO
SC04	Blocked-Private Property	Tag and Status; requires description of blocking item, if vehicle, license plate.	YES	NO	NO
SC05*	Blocked-Public Property	Tag and Status; call Ops Cntr, Dispatch (to call Parking Enforcement); return same day or next day; fulfill all collections scheduled for the week, per section 760.	YES	NO	NO
SC06	Overweight	Tag, Do Not Collect, Status	YES	NO	NO
SC07	Locked	Status; with description of what's locked.	NO	NO	NO
SC08	Oversize Private Can-Yard Waste	Tag, Do Not Collect, Status	YES	NO	NO
SC09	Other Issues	Status; Requires description	POSSIBLY	POSSIBLY	NO
SC10	Not within 8 feet of curb or alley	Status	YES	NO	NO
SC11	Extreme Scatter	Tag and Status, requires description; Do not Collect	YES	NO	NO
SC12	Wrong Size City Container	Tag, Status and Collect; note size found on-site	YES	YES	If required
SC13	Not Using City Can	Collect, Tag, Status first instance; Second instance: Leave, Tag, Status	YES	YES then NO	NO
SC14	Dangerous Situation	Status; Requires description	NO	If able	NO
SC15	Notify Inspector to Check	Status; Requires description of issue needing inspection	NO	YES	NO
SC16	Work Order - Replace Damaged Container	Internal - driver tags the container to be replaced next colln day.	YES	YES	NO
SC17*	Contaminated Recycle; FW/YW	1st/2nd - Tag & Status Code 17; Requires description; 3rd Code 15 with description. 4th, Code 15; Do Not Collect	YES	YES, YES, YES, NO	If required
SC18	Alley Trim Request	Status; Requires description	NO	YES	NO
SC19	Account Research Request	Status; Requires description of billing issue	NO	YES	NO
SC20	Empty	Status	NO	NO	NO
SC21	Used Motor/Cooking Oil Collected 1	Status and collect	NO	YES	NO
SC22	Used Motor/Cooking Oil Collected 2	Status and collect up to 2 gallons; leave any extras & tag	NO	YES	NO
SC25	FYW/Recycle in City Garbage Cart	If 10%>, Tag, Status and Collect	YES	YES	NO
SC26	Icy Road	Status	NO	NO	NO

## ATTACHMENT A - COLLECTION EXCEPTIONS

Code	Description	Required Actions	Tags Cart?	Item Collected?	Customer Fees?
SC29	Not Out - Backyard/Onsite	Status	NO	NO	NO
SC30	Partial Collection	Status; Requires description	NO	YES	NO
SC31	Backyard Setting at Curb	Tag, Status and Collect	YES	YES	NO
SC36	Cancel Miss	Unprocessed FA- SPU cancelation request	NO	NO	NO
SD25	FYW/Recycle in Garbage Dumpster	If 10%>, Tag, Status and Collect	NO	YES	NO
SG02	Extra Garbage	Status with Number of Units collected	NO	YES	YES
SR02	Extra Recycle	Status with Number of Units collected	NO	YES	YES
SY02	Extra Yard Waste	Status with Number of Units collected	NO	YES	YES
<b>Public Litter Can CEs</b>					
SP03	Scatter (PP)	Status	NO	YES	NO
SP04	Blocked Private (PP)	Status; requires description of blocking item; if vehicle, note license plate.	NO	NO	NO
SP05	Blocked - Public Property (PP)	Status; call Dispatch; return same day or next day.	NO	NO	NO
SP06	Overweight (PP)	Status	NO	YES	NO
SP11	Extreme Scatter	Status, requires description; call Dispatch	NO	NO	NO
SP17	Contaminated Recycle (PP)	Status	NO	YES	NO
<b>SPU may request that drivers photograph issues to assist in resolution.</b>					
<b>SC05 Detail:</b> Status as Blocked Public. Driver calls Dispatch/Ops Control with description of what is blocking and or vehicle description and license plate; return same day or next day to service customer. If still blocked and if possible, update status after 2nd pass.					
<b>SC14 and SC 15 Detail:</b> If Contractor has a concern about the collection location for any commodity, note 14 (not safe) or 15. If requested, an SPU inspector will meet route manager at the site to resolve.					
<b>SC16:</b> If driver breaks or takes a cart, driver will note Code 16 and contractor should schedule replacement cart for the next day.					
<b>Types of Blocks:</b>					
<b>Blocked by parked vehicle (legal or illegally parked): Status as Public Blocked.</b> Tag blocking car with No Parking Tag. Call Dispatch/Ops Control and request to call parking enforcement. Do a return trip same day or next day.					
<b>Blocked by Construction during working hours: Status as Public Blocked.</b> Tag blocking vehicle with construction card. Ask Construction Crew to let you in. If crew is unable to assist because they are not onsite or responsive, call Dispatch/Ops Control and then do a return trip same day or next day.					
<b>Blocked by Construction before or after working hours: Status as Public Blocked.</b> Tag blocking vehicle with construction card. Call Dispatch/Ops Control to call construction company. Do a return trip same day or next day.					

## Attachment B - Contractor Reporting Requirements

Contract Section	Contract Description	Recology Report Name	Waste Management Report Name
<b>Section 1500: Route, Fleet and Container Data</b>			
1500.1	Weekly listing of the previous week's weight receipts, in an electronic flat file format specified by the City, for all materials collected.	TFR2 file by the 10th business day after the week.	TFR2 file by the 10th business day after the week.
1500.2	Monthly electronic flat file with detail on the types and sizes of detachable containers, commercial services and excess materials collected by each truck trip.	TFR4 file by the 10th business day after the week.	TFR4 file by the 10th business day after the week.
1500.3	Every-other-week list of container inventory with available and ordered Containers.	Excel file inventory with date.	Excel file inventory with date.
1500.4	<del>Monthly list of damaged, missing, and refurbished Street Side and/or Public Place Recycling Containers. Information shall include missing lids and/or liners and broken or missing cables.</del>	Per Operations Plan text, report as issues are encountered. Use appropriate Exception Code rather than monthly reporting.	Per Operations Plan text, report as issues are encountered. Use appropriate Exception Code rather than monthly reporting.
1500.5	Monthly overweight truck list with the date, time, truck number, total truck weight and weight over the legal limit.	Overweight Trips	Overweight Trips
1500.6	Monthly list of inbound and outbound transfer loads of Contracted Garbage or Compostables at the Contractors transfer facility.	N/A	SVC Report
1500.7	Quarterly electronic listing of fleet inventory, including truck numbers, licensed and permitted gross vehicle weight, number of axles, year, make and model, and other detail as specified.	Fleet Inventory	Fleet Inventory
1500.8	Annual report of fleet impacts under this Contract, including annual fuel use, fuel sources, fleet mileage, and related environmental impacts.	Fleet Impacts	Fleet Impacts
<b>Section 1510: Residential Service Data</b>			
1510.1	Records of excess Garbage and Compostables collected from Residential Structures within 24 hours. The records will be prescreened for data entry errors. Included shall be the address, premise number, number of extra units picked-up at each address and pick-up date	Hourly via SW Interface	Hourly via SW Interface
1510.2	Collection exceptions within 2 hours of any Residential Structure collections the Contractor has refused or been unable to make. This input shall include the service address, account number and the reason for the non-collection	Hourly via SW Interface	Hourly via SW Interface



Contract Section	Contract Description	Recology Report Name	Waste Management Report Name
1510.3	Completed services requests (Field Activities) within 2 hours of service completion and within 24 hours of delivery completion.	Hourly via SW Interface	Hourly via SW Interface
<b>Section 1520: Commercial Service Reports and Data</b>			
1520.1	<b>Monthly</b> , by 10 <sup>th</sup> of month, electronic commercial account flat files, as specified by the City. These 'SVC' files provide detailed data on all commercial accounts; detailed data on all services performed; detailed billing data; and detailed invoice data.	SVC flat files	SVC flat files
1520.2	<b>Monthly</b> by 10 <sup>th</sup> of month, accounts receivable summary with current and year-to-date City receivables, cash transferred and aging balances.	Monthly Finance AR Report	Aging Report & Receivables: SVC1A File  Cash Payments Transferred: AR Reconciliation  (Both in Monthly SVC Report)
1520.3	<b>Monthly</b> by 10 <sup>th</sup> of month, Call center performance with the number of incoming calls and online requests from Seattle accounts received per day by the Contractor's Commercial Business customer service section; the percent of calls abandoned; the percent answered in under one-minute; and the average holding time for all calls received.	Call Center Data	Customer Service Data (in Enspire)
1520.4	<b>Monthly</b> by 10 <sup>th</sup> of month, a record of Commercial Customer service contacts, including requests, complaints and misses.	SPU Customer Notes	Seattle Commercial Complaints (in Enspire)
1520.5	<b>Monthly</b> by 10 <sup>th</sup> of month, a listing of new accounts created, and prior accounts closed, during the most recent month for Commercial Establishments served under the Contract.	Account Changes	Account Changes (in Enspire)
1520.6	<b>Monthly</b> by 10 <sup>th</sup> of month a record of Containers tagged for contamination of Garbage, Recyclables or Compostables at Commercial Establishments.	Commercial and Roll-off Contamination	Commercial and Roll-off Contamination (in Enspire)
<b>Section 1530: Quarterly Performance and Outreach Reports</b>			
1530.1	<b>Quarterly</b> Performance Summary of service data, trends and actions taken to improve performance; opportunities to improve City and	SPU provides	SPU provides

Contract Section	Contract Description	Recology Report Name	Waste Management Report Name
	contractor service partnership; progress in meeting implementation schedules; and any challenges encountered and how they were resolved.		
1530.2	<b>Quarterly</b> Outreach Summary Report covering recent education and publicity efforts and their results.	Quarterly Outreach Report	Quarterly Outreach Report
<b>Other Reports</b>			
<b>Contract Page 61</b>	The Contractor is responsible for proactively removing graffiti from its Detachable Containers and Drop Boxes. The Contractor shall attempt to maintain Containers such that approximately 90% of Contractors' Detachable Containers are graffiti-free at any given time. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the City within five (5) business days of notification. The Contractor shall supply Container paint to any customer who requests it for graffiti removal.	Quarterly Graffiti Removal	Quarterly Graffiti Removal
<b>Operations Only</b>	SPU will provide an annual customer count by January 1.		