

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, February 3, 2022 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1)** In writing, either by completing a [council comment form](#) or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2)** By participation via Zoom. If you wish to provide oral public comment please complete the [council comment form](#) no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council

City Council meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

[Public Comment](#)

CITY MANAGER REPORT

Item 1. [Pacific Ridge Update](#)

NEW BUSINESS

Item 1:

RECOLOGY KING COUNTY COMPREHENSIVE GARBAGE, RECYCLABLE AND COMPOSTABLES COLLECTION AGREEMENT EXTENSION

Motion 1 is to extend the existing Comprehensive Garbage, Recyclables and Compostables Collection Agreement with Recology King County by one year, and authorize the City Manager to sign the contract extension substantially in the form as attached.

Motion 2 is to direct administration to negotiate with Recology King County for a new solid waste collection agreement.

[Recology King County Comprehensive Garbage, Recyclable and Compostables Collection Agreement Extension](#)
[Recology King County Contract Extension](#)

Item 2:

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION-10 minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

February 10, 2022 City Council Regular Meeting

ADJOURNMENT

From: [John Boekholt](#)
To: [CityCouncil](#)
Subject: Vacant City Council Position
Date: Wednesday, February 2, 2022 8:19:04 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Fabulous Des Moines City Council.

Please consider appointing Priscilla Vargas to your recently vacated position. She would represent our City with pride and the kind of leadership we need. Priscilla Vargas is "Good People" and would be a great addition to your team.

Thank you.

From: [Bree Caswell](#)
To: [City Council](#)
Subject: Yoshiko Grace Matsui - strong support for her application to fill the City Council vacancy
Date: Monday, January 31, 2022 10:25:28 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello City Council,

I hope that you will select Yoshiko to fill this vacancy. She is exceptionally well qualified, is passionate about the Des Moines community, and has the experience needed (both as a Seattle municipal employee and Water District Commissioner). Please listen to your constituents - I think you'll find that many of us enthusiastically support Yoshiko.

Thank you for all that you do,

Bree Davidson Caswell

From: notification@civildive.com
To: [City Council](#)
Subject: Contact Information 2022-02-03 04:35 AM(PST) Submission Notification
Date: Thursday, February 3, 2022 4:35:56 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Contact Information 2022-02-03 04:35 AM(PST) was submitted by Guest on 2/3/2022 7:35:50 AM (GMT-08:00) US/Pacific

Name		Value
First Name		Anne
Last Name		Krocker
Address1		27915 10th Ave S
City		Des Moines
State		WA
Zip		98198
Phone		4252607100
Email		annek@36524.com
Subject		Recology Contract Renewal
Comment		Dear Council Members, As you consider the renewal of the contract with Recology, please ask them about their plans to replace or convert their garbage trucks to run on electric energy. In December, new rules were adopted at our Dept of Ecology, regarding the need to get heavy vehicles to run on clean energy: "In an effort to regulate and reduce emissions from medium- and heavy-duty vehicles in Washington, the Washington State Department of Ecology adopted the Advanced Clean Trucks Rule to require truck makers to sell an increasing number of clean, zero-emission vehicles in the state. The department also adopted the Zero Emission Vehicle Program, which directs light-duty vehicle manufacturers to increasingly sell zero emission vehicles in Washington. Starting in 2024, the program will result in zero emission vehicles making up 8% of all light-duty vehicle sales, according to the department."

	Polluting fumes affect all of Des Moines residents and even more around community-based buildings, particularly schools and shopping areas. We all would appreciate your advocacy for our everyday and longterm health. Sincerely, Anne Kroeker
Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?	Yes
wantCopy	True
Email address	annek@36524.com

To view this form submission online, please follow the link below:

review_url

Bonnie Wilkins

From: GAFSaundraM <gafsaundram@gmail.com>
Sent: Thursday, February 3, 2022 11:36 AM
To: _CityCouncil
Subject: The open council seat

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Dear City Council,

I would like you to seat Yoshiko Grace Matsui to the seat; and don't tell me you can't because she wasn't voted in this last election. It didn't stop you from appointing Luisa Bangs after the people had clearly not voted her in so let's do the same thing here, shall we?(unless you want to appear as Hypocrites)... She is far more qualified than ANYONE ELSE NOT VOTED IN... Thank you,

Saundra Mock
206-818-1042
Sent from my iPhone

From: sprogerville@earthlink.net
To: [City Council](#)
Subject: Business Grants and Tuscany break-in
Date: Friday, January 28, 2022 3:37:35 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Des Moines City Council:

I am writing out of concern for the business community in our city.

As you know Covid is still hitting them hard

I also just heard that there was in addition, an attempted break-in at Tuscany Des Moines restaurant this past week.

I am aware that Tuscany specifically is still struggling financially as I am sure other businesses here are too.

Mandarin Restaurant is talking if closing as well, unless they already have. And they have been with us for SO many years.

As a long time Des Moines resident, I am concerned that we may be seeing more well established businesses close in our city.

How can we let that happen?

I understand that Des Moines has received funding already for another round of business grants.

When will those be opening for applications?

Our businesses, including Tuscany, are still struggling.
They have all worked so hard through this Covid season.

Please keep that in mind as you plan for the upcoming business grant application process.

Thank you for all you do for our fine city.

Sincerely,

Betsy Sproger
Des Moines resident
WCC member

Sent from EarthLink Mobile mail

Bonnie Wilkins

From: Liz Taylor <bstace43@gmail.com>
Sent: Thursday, February 3, 2022 1:31 PM
To: _CityCouncil
Subject: Open council seat

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I would like to recommend Yoshiko Grace Matsui for the open council seat. She is more than qualified and would make a great addition to the council! Her experience can only help our community thrive. Thank you!

Liz Taylor

From: notification@cityclive.com
To: [CityCouncil](#)
Subject: Contact Information 2022-02-03 01:54 PM(PST) Submission Notification
Date: Thursday, February 3, 2022 1:54:32 PM

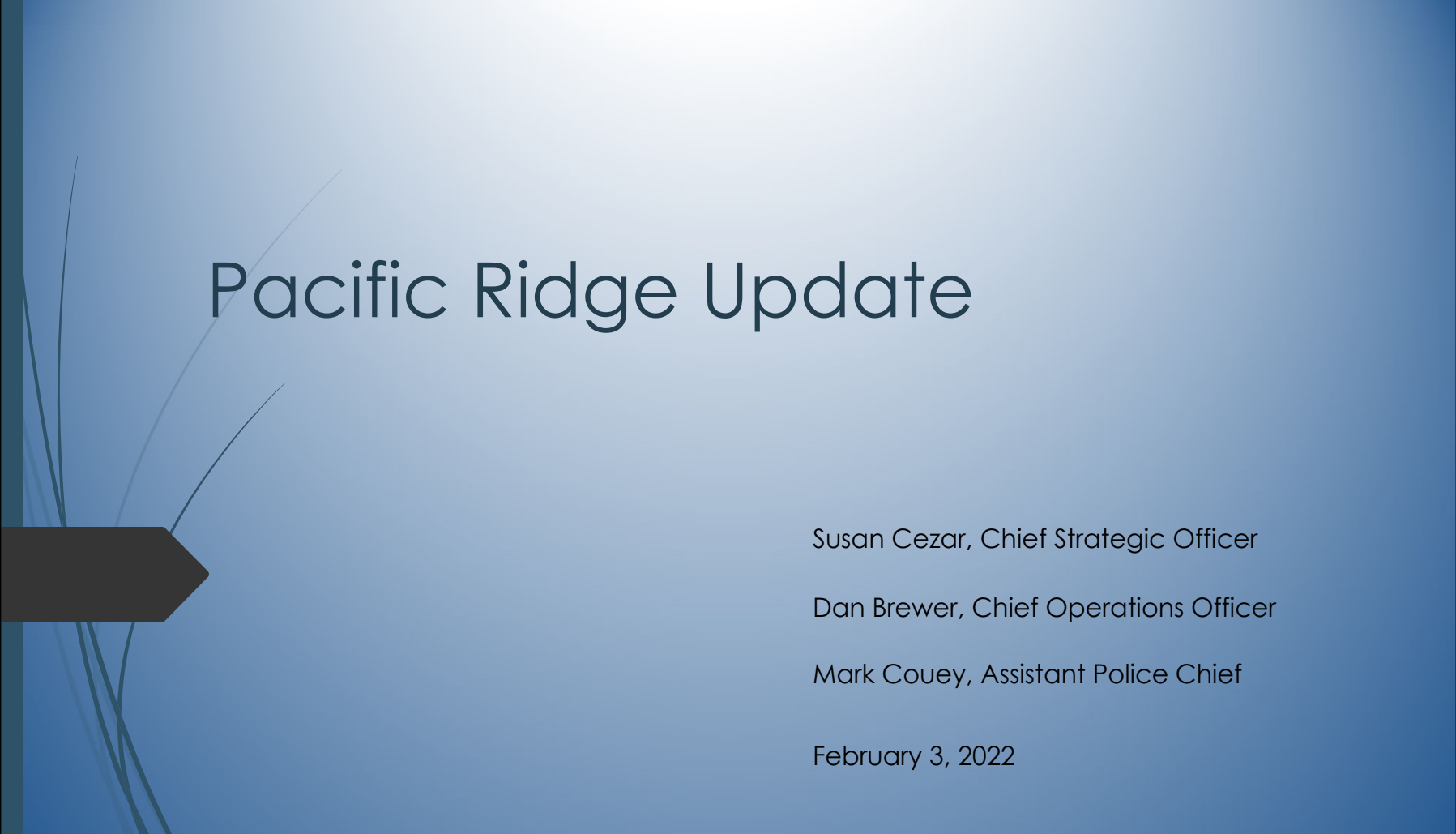
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Contact Information 2022-02-03 01:54 PM(PST) was submitted by Guest on 2/3/2022 4:54:29 PM (GMT-08:00) US/Pacific

Name		Value
First Name		JOTHAN
Last Name		FRAKES
Address1		313 S 219th ST
City		Normandy Park
State		WA
Zip		98198
Phone		2063550230
Email		jothan@jothan.com
Subject		Complaint: Marina Construction Noise and Hours of operation
Comment		Marina construction is operating at higher than WA noise code decibels allow for, and the construction noise is starting before 8am and often running as late as 2am. There was no notice of the construction provided and the citizens are frustrated with the noise levels and sleep disruption from the operation of extended construction shifts.
Do you wish to be contacted by the City Clerk's Office with instructions on how to participate in the City Council Zoom meeting?		Yes
wantCopy		True
Email address		jothan@jothan.com

To view this form submission online, please follow the link below:

review_url



Pacific Ridge Update

Susan Cezar, Chief Strategic Officer

Dan Brewer, Chief Operations Officer

Mark Couey, Assistant Police Chief

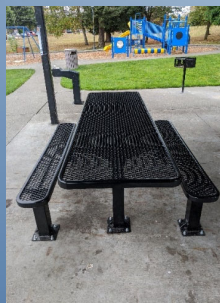
February 3, 2022

Midway Park

- Midway Park – Pacific Ridge heavily utilized open space
- Neighborhood need for additional open space
- Nearby Light Rail Construction
- Programs include National Night Out, free summer meals, movies in the park



Mini-pitch and improvements





Recent improvements

- New mini-pitch funded by RAVE Foundation (Seattle Sounders) in partnership with Seattle Storm
 - accommodates both soccer and basketball
 - incorporates artwork by Midway Elementary students
 - Free balls, on-going programming and clinics by Seattle Sounders and Storm
- New site furniture (City)
- Community garden expansion, Boy Scout Troop 361 garden storage box
- New mural commissioned by the Des Moines Art Commission



Midway Park Expansion

- Expand open space and activity
- Increase sight lines from 28th Ave S into the Park
- Increase park area and usage
- Reduce illicit activity
- Build community
- Serve the existing and new residents (Waterview Crossing – 326 units of affordable housing)

- # All complete!

Before



After



New acquisition area

- PRSS Master Plan update – community outreach at Midway Park
 - Concept plan developed
- Seeking additional grant funding to complete design (submitted)
 - Additional community input



Community Concept

MIDWAY PARK PLAY FOR ALL

- 1 GREAT LAWN
- 2 COMMUNITY PLAY AREA W/ MOUNDS AND NATURAL MATERIALS
- 3 EDIBLE GARDEN: FRUIT TREES, HERBS, AND LOW NATIVE FRUITING SHRUBS
- 4 DOG RUN
- 5 BIKE RACKS
- 6 LOOP TRAIL - IMPROVES EXISTING AND CONNECTS TO NEW
- 7 PAVILION W/ ELECTRICITY
- 8 RESTROOM
- 9 DESIGNATED FOOD TRUCK ZONE
- 10 PARKING LOT

% OF PROPOSED IMPERVIOUS SURFACE IN PARCEL EXPANSION = 7%





Crime Prevention through Environmental Design (CPTED)

A multi-disciplinary approach of crime prevention - urban design and management of built and natural environments

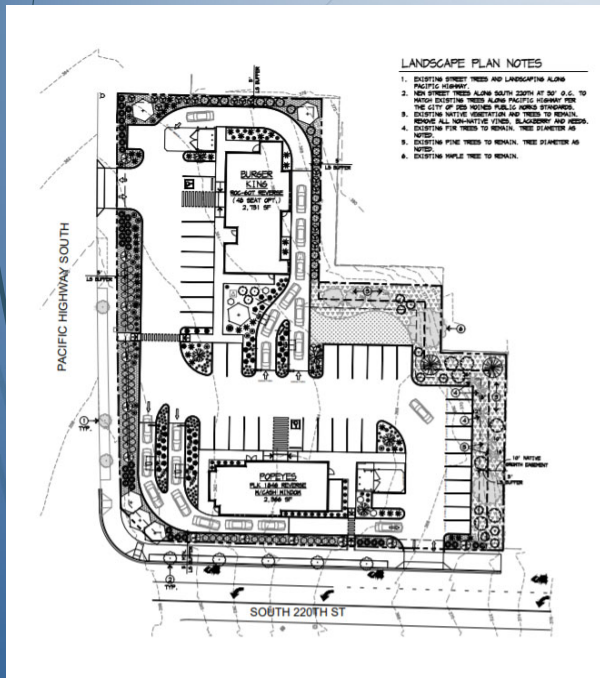
CPTED review during permitting

Expansion of Midway Park consistent with CPTED principles

- Visibility
- Lighting
- Increased activity
- Neighborhood involvement/ownership

New Development – Coming Soon

Popeyes and Burger King



Sound Transit Improvements

- Noise Walls
 - Cumulative impacts for both FWLE and SR 509 fully mitigated
 - Construction complete by May 2022
- Landscaping and Tree Mitigation
 - 2,360 trees will be planted along the guideway replacing the 412 trees removed
 - Almost 21,000 shrubs and ground covers will complete the buffer landscape design



Sound Transit Improvements

■ Street End Improvement Locations

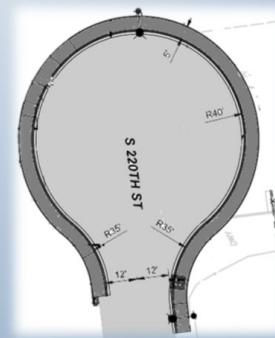
- 31st Ave/S 219th Street
- S 220th Street end
- S 221st Street end

■ In-lieu payments

- S. 224th Street
- 30th Ave S north of KDM

■ Improvements include curb, gutter, sidewalk, landscaping, street lighting, storm drainage, etc.

- Provides pedestrian facilities and connections within Pacific Ridge neighborhood





Sound Transit Improvements

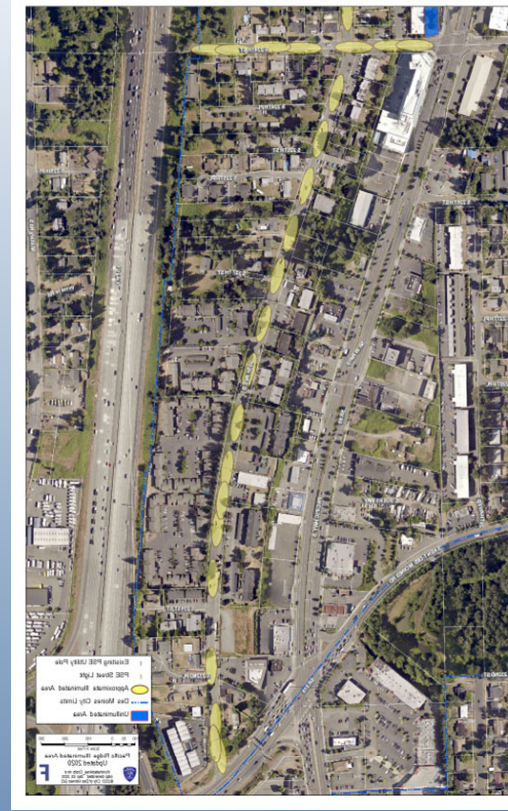
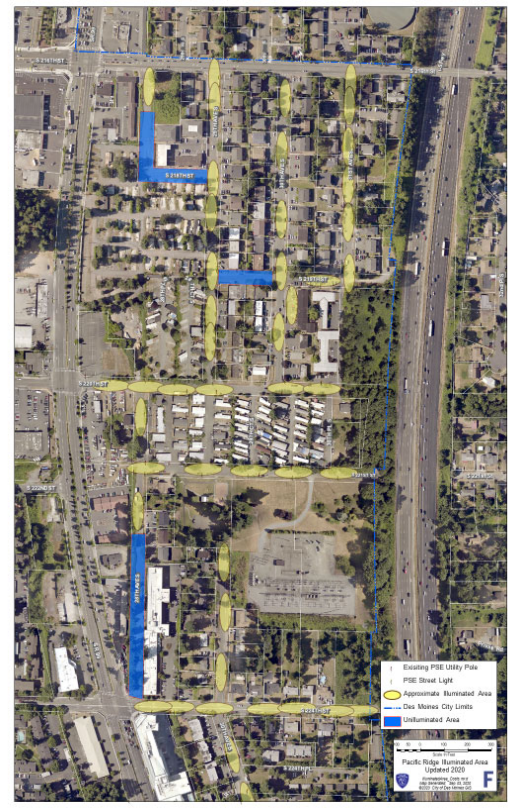
- Street improvements, landscaping, and noise wall will significantly enhance the look and feel of the Pacific Ridge neighborhood
- Landscaping will add an award-worthy urban design aesthetic amenity and significant noise and air quality benefit

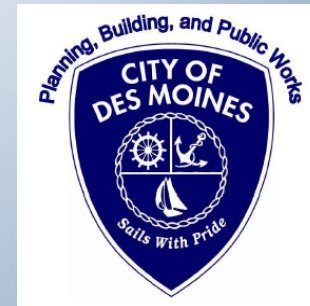


Lighting Improvements

- 2018 & 2019 PSE Completed Phase I & Phase II Pacific Ridge Street Light Improvement Project
 - (8) New luminaires
 - (4) 54 Watt LED street lights to 99 Watt LED Upgrades
 - (5) High Pressure Sodium lights to Schedule 51 LED light conversions
- 2021 Waterview Crossing Development responsible for street light frontage on S 218th Street and 29th Avenue South
 - PSE Design Completed
 - ROW Permit Issued for Installation

Future Lighting Improvements





Pacific Ridge Area Code Enforcement



Recent Pacific Ridge Area Cases





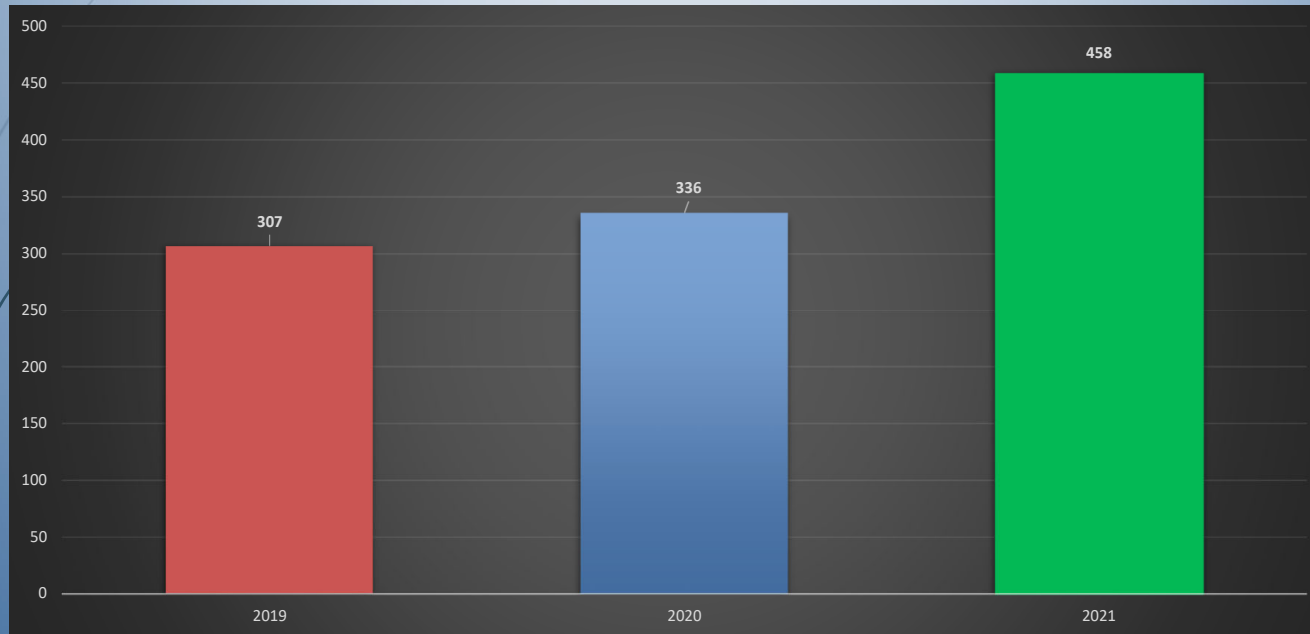
21920 Pacific Hwy S Case Study



- Vacant garage used by homeless set on fire
- Trespass, garbage, overgrown vegetation
- Required demolition of structure & property be secured
- Property sold October 2021
- New owners began cleanup of property
- Future site of Burger King and Popeyes



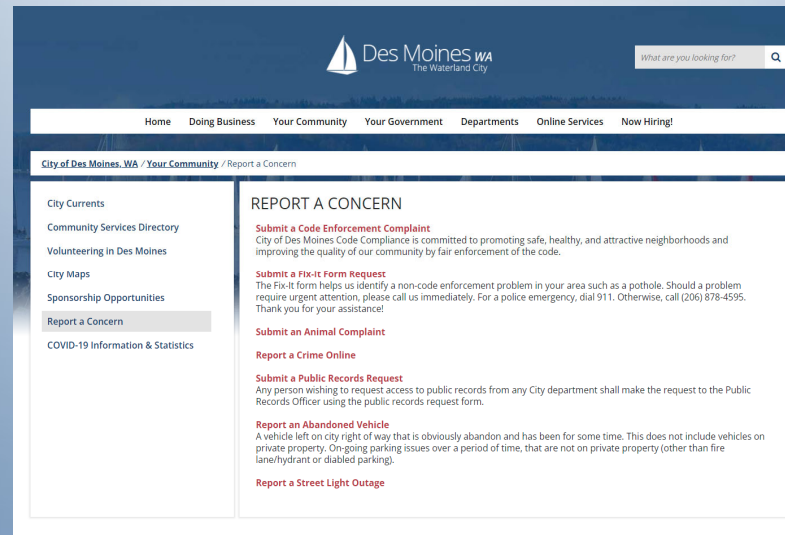
Total Code Enforcement Cases





Please Remember!

www.desmoineswa.gov/reports



Kory Batterman
codeenforcement@desmoineswa.gov
206-870-7617

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Recology King County Comprehensive Garbage,
Recyclables and Compostables Collection
Agreement Extension

FOR AGENDA OF: February 3, 2022

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: January 27, 2022

ATTACHMENTS:

1. November 1, 2011 Contract
2. January 24, 2012 Contract Addendum
3. October 14, 2019 Contract Addendum
4. October 14, 2021 Contract Addendum

CLEARANCES:

- [X] Community Development Susan M. Cey
[] Marina _____
[] Parks, Recreation & Senior Services _____
[X] Public Works Michael Rojas

CHIEF OPERATIONS OFFICER: David J. [Signature]

- [X] Legal/s/ MH
[] Finance _____
[] Courts _____
[] Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: Michael [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to extend the existing Comprehensive Garbage, Recyclables and Compostables Collection Agreement with Recology King County and enter into contract negotiation with Recology King County for a new solid waste collection agreement.

Suggested Motions:

Motion 1: "I move to extend the existing Comprehensive Garbage, Recyclables and Compostables Collection Agreement with Recology King County by one year, and authorize the City Manager to sign the contract extension substantially in the form as attached."

Motion 2: “I move to direct administration to negotiate with Recology King County for a new solid waste collection agreement.”

Background

The existing contract with Recology King County, the Comprehensive Garbage, Recyclables and Compostables Collection Agreement, was effective on November 1, 2011 (Attachments 1-4). Per the contract terms, the City exercised the two two-year extension options provided. The second of these extensions expires on October 31, 2022.

Recology King County has been an engaged and collaborative partner over the ten years of the contract. Key activities from the contract term to date include:

- Monthly reports and meetings with key staff
- City facilities and events collections, outreach at farmers’ market and City events, participation in parades, neighborhood reward program
- Coordination with Public Works on snow removal routes and solid waste collection during inclement weather
- Curbside collection of hard-to-recycle items
- Annual outreach to commercial and multi-family customers to optimize collections and provide recycling education
- Residential curbside garbage collection events coordinated with the City’s recycling events
- Volunteer activities supporting the Des Moines Community.

It is now time to negotiate a new Comprehensive Garbage, Recyclables and Compostables Collection Agreement. Under ideal conditions, this process would require 24 months: 12 months of time for outreach and contract negotiations, and 12 months of time once the new contract is executed for start up (ordering new equipment, training, etc). The current contract expires in 9 months, which does not provide enough time.

A one year extension of the existing contract would allow for an expedited timeframe to prepare and negotiate a new contract that will address current trends, changes to recycling markets and County disposal fee structure, as well as performance tools appropriate for the City. Upon approval of the contract, lead time will be needed for the contractor to order new equipment and to provide notice to the community.

Discussion

The City has contracted with Epicenter Services, LLC to assist with draft contract development and negotiations to finalize the contract for City Council Approval.

The existing fleet of trucks serving Des Moines that were part of the original contract implementation are aging and would require more extensive maintenance and supplementation to last beyond a one year contract extension. The number of customers has also increased, necessitating additional service needs.

Recology has agreed to offer the City a one year, no cost, extension of the existing contract, provided that the City negotiate directly with them on the new contract. City administration

supports and recommends this option. With this option, the current contract would be expire on October 31, 2023.

Recology has also agreed to offer the City a two year extension of the existing contract, with a rate increase of 11% to occur on January 1, 2023, provided that the City negotiate directly with them on the new contract. The rate increase would be needed to cover the additional costs of the second year of the two year extension. Also note that this increase would be in addition to any inflation and tipping fee escalations that would be occurring on that date which are provided for in the current contract. A new negotiated contract could supersede the extended contract and make this provision unnecessary, but the full two-year additional extension would be available in case the time is needed. A two year extension would allow for additional time for discussion and negotiation of the draft contract, as well as a comprehensive rate analysis using the results of other recently procured contracts. Although City administration would prefer a two year contract extension, this option is not recommended.

Alternatives

The City must have more time to negotiate a new contract. The City Council has two options:

1. Approve the one year, no cost contract extension, and negotiate with Recology. Staff recommends this option.
2. Approve the two year contract extension, with an 11% rate increase to occur on January 1, 2023.

Under either alternative, the City will immediately begin negotiations with Reology on a new contract. Under option 1, the City and Recology would have about 4-6 weeks to conclude negotiations. Under option 2, the City and Recology would have about 6 months to conclude negotiations. Those timeframe are necessary so that should good faith negotiations prove unsuccessful in either scenario and the City is unable to reach agreement with Recology King County on a new contract, a Request for Proposals could be issued.

Financial Impact

Under the recommended motion to extend the existing contract by one year, collection rates would remain the same through the end of the extension on October 31, 2023.

Under the two year alternative, rates would increase by 11% on January 1, 2023 through October 31, 2024, and no other financial impacts other than the existing annual adjustments for inflation are foreseen.

Recommendation/Conclusion

Staff recommends that Council approve the suggested motion.

Concurrence

The Community Development, Public Works and Legal Departments concur.

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Attachment #1

**COMPREHENSIVE GARBAGE, RECYCLABLES AND
COMPOSTABLES COLLECTION AGREEMENT**

**City of Des Moines
and
CleanScapes, Inc.**

November 1, 2011 – October 31, 2018

COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

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Attachment A: Service Area Map

Attachment B: Contractor Initial Rates

Attachment C: Rate Modification Example

This solid waste collection contract is entered into by and between the City of Des Moines, a municipal corporation of the State of Washington ("City"), and CleanScapes, Inc., a Washington corporation ("Contractor") to provide for collection of Garbage, Compostables, and Recyclables from Single-Family Residences, Multi-Family Complexes and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

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

RECITALS

WHEREAS, the City has completed a competitive process to secure this new solid waste collection contract; and

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

WHEREAS, the City desires to enter into this contract with the Contractor for the Garbage, Recyclables and Compostables collection services;

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

DEFINITIONS

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

City: The word "City" means the City of Des Moines, King County, Washington. As used in the Contract, it includes the official of the City holding the office of the City Manager or her/his designated representative, such as the City's Director of Planning, Building and Public Works.

City Service Area: The initial City Service Area shall be the corporate limits of the City as of the execution date of this Contract.

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

Commercial Recyclables: The term "Commercial Recyclables" means aluminum cans and foil; corrugated cardboard; glass containers; recyclable plastic containers that have contained non-

hazardous products, Mixed Paper; newspaper; polycoated cartons; tin cans; and such other materials that the City and Contractor determine to be recyclable

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

Compostables Cart: The term “Compostables Cart” means a Contractor-provided 35-, 64- or 96-gallon wheeled cart provided to Compostables collection Customers for the purpose of containing and collecting Compostables.

Container: The word “Container” means any Micro-Can, Mini-Can, Cart, Detachable Container or Drop-Box Container owned and provided by the Contractor.

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

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

Customer means all users of solid waste services, including property owners, managers and tenants.

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

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

Extra Unit: The term “Extra Unit” means excess material which does not fit in the Customer's primary Container. In the case of Can/Cart services, An Extra Unit shall be 32-gallons in volume, and may be contained in either a bundle, compostable bag, plastic bag or Garbage Can depending on commodity. In the case of Containers one cubic yard or more in capacity, an Extra Unit is one cubic yard.

Food Scraps: The term “Food Scraps” mean all Compostable pre- and post-consumer organic wastes placed in a Compostables Cart, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or biodegradable products specifically accepted by the Contractor's selected composting site. Food Scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes

or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

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

Garbage Can: The term “Garbage Can” means a City-approved Container that is a water-tight galvanized sheet-metal or sturdy plastic Container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect proof.

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

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

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

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

Micro-Can: The term “Micro-Can” means a water-tight plastic Container not exceeding ten gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

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

Mixed-Use Building: The term “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

Multi-Family Complex: The term “Multi-Family Complex” means a multiple-unit Residence with two or more attached or unattached dwellings billed collectively for collection service.

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

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

Recycling: The word “Recycling” means pertaining to the preparation, collection, process and marketing of Recyclables.

Recycling Cart: The term “Recycling Cart” means a Contractor-provided 35-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-Separated Recyclables.

Recycling Container: The term “Recycling Container” means a Contractor-provided Container suitable for on-site collection, storage and placement of Source-Separated Recyclables at Multi-Family Complexes and Commercial Customer locations.

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

Residential Recyclables: The term “Residential Recyclables” means aluminum cans and foil; corrugated cardboard; glass Containers; Mixed Paper; motor oil, newspaper; recyclable plastic Containers that have contained non-hazardous products; polycoated or aseptic cartons; scrap electronics, Scrap Metals and tin cans.

Scrap Metals: The term “Scrap Metals” means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece. Scrap metal shall include small appliances such as microwave ovens and toasters provided that the appliances meet size and weight requirements.

Single-Family Residence: The term “Single-Family Residence” means all houses that are billed for collection service individually and located on a Public Street or Private Road.

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

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

Yard Debris: The term "Yard Debris" means leaves, grass and clippings of woody, as well as fleshy, plants. Unflocked, undecorated holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two feet by two feet by four feet (2'x2'x4') in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials.

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

COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT

This agreement (hereafter, "Contract") is made and entered into this 13th day of May 2011, by and between the City of Des Moines, a municipal corporation (hereafter, "City"), and CleanScapes, Inc., a Washington corporation (hereafter, "Contractor").

1. TERM OF CONTRACT

The term of this Contract is seven years, starting November 1, 2011, and expiring October 31, 2018. The City may, at its sole option, extend the agreement for up to two (2) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

2. SCOPE OF WORK

2.1 General Collection System Requirements

The Contractor shall collect, transfer and dispose of Garbage, Recyclables and Compostables according to the terms and conditions of this agreement; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein. The Contractor shall indemnify the City for any City damages caused by violation of this Section. To the extent identifiable, Customers shall remain responsible for any Hazardous Waste or Special Waste inadvertently collected and identified by Contractor. The Contractor's March 2011 proposal is hereby incorporated by reference. Any changes to equipment, materials, or practices shall be equivalent to or better than those proposed. In the event of a conflict between the Contractor's proposal and this Contract, the Contract shall prevail.

2.1.1 City Service Area

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

2.1.2 Annexation

If additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and

Containers, may take time to procure, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor. This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor will service any future annexation areas shall be seven (7) years, notwithstanding the term set forth in Section 1 of this Agreement.

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

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

2.1.3 Unimproved Public Streets and Private Roads

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

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-Family

Customers is impractical due to distance or unsafe conditions, the Contractor shall work with the Customer to negotiate the nearest safe and mutually convenient pick up location.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective Customers. Contractor may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

2.1.4 Hours/Days of Operation

All regular collections from Customers shall be made on Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. The City may authorize an extension of hours or days to accommodate specific Customers or sections of routes. Saturday collection is allowed to the extent consistent with special bulky waste collections, make-up collections, and holiday and inclement weather schedules. City code noise restrictions, as amended from time to time, shall be applicable to collection services provided under this contract.

2.1.5 Employee Conduct

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

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

Removal shall be addressed by the Contractor immediately, and related documentation shall be provided to the City.

2.1.6 Disabled Persons Service

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

2.1.7 Holiday Schedules

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

When the day of regular collection is a King County Transfer Station holiday, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor shall not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections shall be made one day early only with the consent of the Commercial Customer.

2.1.8 Inclement Weather and Other Service Disruptions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans and outcomes for each day that severe inclement weather is experienced as soon as practical that same business day.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 5:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (i.e., Tuesday

Customers), an additional collection will be made on the next possible business day that same week, (i.e. not waiting for the regularly scheduled collection day for the missed area.) If multiple days are missed due to inclement weather in multiple weeks, collections shall be made on the next regularly scheduled collection day. In the event of successive service disruptions impacting entire neighborhoods, the Contractor shall provide temporary Residential Garbage collection sites using driver-staffed Drop Box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

The inclement weather/disruption in service requirements in the preceding paragraph may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

All holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the Des Moines Highline Times and Seattle Times newspapers and KING AM, KIRO, and KOMO radio stations) notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services to inform Customers at the route level about service changes, provided that Customers shall be provided the option of opting out of automated calls.

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 4.1.

2.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Containers, repeated refusal to position Garbage, Recycling and Compostables Carts properly, repeated suspect claims of timely set-out followed by demands

for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible

2.1.10 Missed Collections

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

The failure of the Contractor to collect Garbage, Recyclables or Compostables that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer on the same day if notified by 12:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain an electronic database of all missed pick-ups (whether reported by telephone call or e-mail) and Contractor shall routinely note and provide corrective action to those Customers who experience repeated missed pick-ups. Such records shall be made available for inspection upon request by the City and shall be included with monthly reports unless otherwise directed by the City.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 12:00 p.m. on Friday), the Contractor shall collect the materials that day and shall be subject to performance fees. If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge the Customer an additional fee for this service (a "return trip fee" at the rate specified in Attachment B), provided the Contractor notifies the Customer of this charge in advance.

2.1.11 Same Day Collection

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

2.1.12 Requirement to Recycle and Compost

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

The Contractor shall process Recyclables in such a manner as to meet market specifications and to minimize out-throws and prohibitives in baled material. Out-throws shall be less than 8%, prohibitives less than 1%-2% by weight of outgoing materials. The Contractor shall remove 90% or more of the inbound contaminants for disposal.

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

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

2.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Garbage, Recyclables and Compostables shall be collected from each Single-Family Residence.

The Contractor may change the day of collection by giving notice at least twenty-one (21) days prior to the effective date of the proposed change and must obtain advance written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, and such approval shall not be unreasonably withheld.

2.1.14 Equipment Age/Condition

During the first year of this Contract, until October 31, 2012, the Contractor may use vehicles up to ten (10) years old with up to 200,000 accumulated miles of use. Starting November 1, 2012, the Contractor shall use vehicles that meet model year 2010 or later model year emissions standards. Back-up vehicles used fewer than thirty (30) operating days per calendar year shall not be subject to the age and emission standards that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

All vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week and shall be repainted as necessary.

All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Compostables leachate) or oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. All liquid spills will be immediately cleaned to the City's and Customer's satisfaction. Unremediated spills and failure to repair vehicle leaks shall be subject to performance fees as provided in Section 4.1.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle which clearly indicate the vehicle inventory number. The Customer service telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations and the telephone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo and Customer service telephone number and website address. Special promotional messages may be permitted, upon the City's prior written approval. In addition, any vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example K-1, K-2, etc., limited to a two digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas.

2.1.15 Container Requirements and Ownership

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 4.1.

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

2.1.15.1 Micro-Cans and Garbage Cans

Customers shall use a Contractor-owned Micro-Can or Garbage Cart for small Container Garbage collection service.

Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary Container.

If a Customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers, wear and tear excepted.

2.1.15.2 Garbage, Recyclables and Compostables Carts

The Contractor shall provide Micro-Cans and 20-, 35-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 35-, 64- or 96-gallon Recyclables Carts; and 35, 64- and 96-gallon Compostables Carts. All Carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed instructional label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. Failure to do so will result in performance fees as provided in Section 4.1. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All Carts must have materials preparation instructions and telephone and website contact information that visually depicts allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid.

All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition to allow material storage, handling, and collection; contain no jagged edges or holes; be equipped with functional wheels or rollers for movement; be equipped with functional lid; and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement. The carts shall be labeled with instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Container causing the Container to melt or burn).

Contractor personnel shall note any damaged hinges, holes, poorly functioning wheels and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling and Compostables) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made

within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than three (3) business days after notice from the Customer or City. Replacement Carts may be new or used and reconditioned, and all Carts shall be clean and appear presentable when delivered. Unusable carts shall be retrieved by Contractor, cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues and upon City-approval, the Contractor may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.15.3 Detachable and Drop-Box Containers

The Contractor shall furnish, deliver, and properly locate 1-, 1.5-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-Box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) days of the request.

Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor. Containers shall not be placed by Contractor, or kept for use by Customer, in any City Public Street. Any Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Container located in City Public Right of Way is in violation of this section, and shall immediately be removed upon request by the City.

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every service; have four (4) wheels for Containers 2-cubic yards and under; be in good condition for Garbage, Recyclables or Compostables storage and handling; and, have no leaks, jagged edges or holes. Drop-Box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated

by a functional winch system that is maintained in good repair. Each type of Detachable Container (i.e. Recyclables, Compostables or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.15.6, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being initially supplied, or returned after repair or reconditioning, to any Customer. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

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

In the event that a particular Customer repeatedly damages a Container due to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval.

2.1.15.4 Recycling Carts

The Contractor shall provide Recycling Carts to Customers within the City Service Area, including new Residences and annexation areas, as well as replacement Carts to existing Customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions that visually

depict allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid, along with telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

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

In the event that a Customer intentionally damages or misuses their Recycling Cart, the Contractor may discontinue recycling service to that Customer, on the City's prior approval and/or may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.15.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts and Compostables Carts purchased or obtained by the Contractor in performance of this contract, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Upon written notice, the City may elect to assign this ownership option to a third party.

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

2.1.15.6 Container Colors and Labeling

New and replacement Contractor-provided Recycling Carts shall be blue, Compostables Carts shall be green, and Garbage Carts shall be grey or black, to be decided by the City.

Detachable Containers used for Garbage shall be green and all Detachable Containers used for Recyclables shall be blue starting June 1, 2012. The color requirements apply to both Cart bodies and lids.

The City may direct changes to cart colors at any time prior to the Contractor ordering initial or replacement carts provided the new direction from the City does not require replacement of existing inventories and the cost per unit does not increase to the Contractor. Specific Container colors shall be approved by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with up-to-date instructional information and contact information prior to delivery, including both a customer service phone number and a website address. All label designs shall be approved by the City prior to ordering by the Contractor. The location of the label on the Containers shall be subject to the City's prior approval. Labels shall be replaced by the Contractor at no additional charge when faded, damaged, out-of-date, or upon City or Customer request.

2.1.15.7 Container Weights

Micro-Cans shall not exceed twenty 20 pounds, 20-gallon Garbage Carts shall not exceed forty 40 pounds and Garbage Cans shall not exceed sixty (60) pounds in weight. Cart weights shall not exceed sixty (60) pounds for the 35-gallon size, one hundred-twenty (120) pounds for the 64-gallon size and one hundred-eighty (180) pounds for the 96-gallon size. No specific weight restrictions are provided for Detachable Containers, however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weights.

2.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers and tippers on all collection vehicles shall be operated so as to prevent any blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at Contractor's expense. Prior to any collection vehicle leaving a collection route and/or operating

on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and contain any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for performance fees, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of Contractor vehicle fluids or leachate. The Contractor shall notify the City via e-mail within two hours of any major spill or any spill that leaves a noticeable stain on City Roads or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures. Such training shall be provided to all vehicle drivers at least annually.

All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.1.17 Pilot Programs

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

Contractor-initiated pilot programs shall require prior written notification and approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers;

however, savings accrued may be subject to negotiations prior to City-wide implementation at the City's request.

Contractor-initiated surveys are allowed of businesses and/or Residences to gather information about generic service preferences or to access pilot program options or outcomes, provided that all related data and analysis is shared with the City.

2.1.18 Disruption Due to Construction

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

2.1.19 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks, enclosures, compactor equipment, and other similar structures or areas shall also be available for existing Customers when adjusting Garbage, Recyclables and Compostables services. Contractor planning assistance shall be provided within two working days of the Contractor receiving a written request for assistance.

2.1.20 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities and utilities whether located on public or private property, including street Curbs. If such improvements, facilities, utilities or Curbs are damaged and such damage is primarily attributable to the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the

City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to and become the responsibility of the Contractor.

2.1.21 Company Name

The Contractor shall not use a firm name containing any words implying municipal ownership without prior written permission from the City.

2.1.22 Transition and Implementation of Contract

The Contractor's proposal section C6. Transition and Implementation Plan is incorporated by reference for this section.

The Contractor shall set up an initial implementation meeting with the City to review and modify the plan, set expectations, and schedule weekly implementation meetings. At this time, the City and Contractor shall set up a time to meet with the current contractor (Allied) in order to coordinate:

1. The data transition plan; and
2. The systematic removal of existing contractor-owned equipment and the delivery of new Containers to ensure the Customers always have access to a Garbage, Recycling and/or Compostables Container of the appropriate size.

The Contractor shall review the received Commercial and Multifamily data with Customers to confirm collection service levels and frequency, collection locations, and access issues. During the reviews, the Contractor shall introduce the benefits of waste reduction to the customer and inform them of the new embedded recycle program.

The Contractor shall work with the City to explain the expanded commingled recycling collection system and Garbage collection service placement requirements, container sizes and rates. All container decals, cart imprints and materials provided by the Contractor to Customers shall be reviewed and approved in advance by the City. The Contractor shall, at its expense, provide the following:

- (1) By August 1, 2011, the Contractor shall provide a live website dedicated to Des Moines collection services.
- (2) By September 1, 2011, the Contractor shall provide a dedicated phone line and Customer Service Representative.

- (3) By September 9, 2011, the Contractor shall mail to all Residential Customers a postcard notifying them of the delivery of new Carts, the key services of the Contract, resources for obtaining additional information, and instructions for the period of time prior to the implementation of new services.
- (4) By October 7, 2011, the Contractor shall mail to all Commercial/Multifamily Customers a brochure notifying them of the delivery of new Containers, the key services of the contract, resources for obtaining additional information, and instructions for the period of time prior to implementation of new services.
- (5) By October 28, 2010 the Contractor will deliver with the new Carts a User Guide in a plastic bag taped to the Cart that includes information on Container placement, available service levels and rates, Recyclables and Compostables preparation and collection requirements, restrictions on disposal, bulky waste recycling and disposal opportunities, day of collection and other pertinent information
- (6) Starting October 3, 2011 and continuing through October 28, 2011, the Contractor shall deliver Garbage Carts, Recycling Carts and Compostables Carts to subscribing Single-family customers. The Contractor shall deliver the same-size Garbage cart for each service as currently provided to each customer.
- (7) Starting October 1, 2011 and continuing through October 31, 2011, the Contractor shall deliver Carts, Detachable Containers and Drop-box Containers to Multifamily and Commercial Customers.
- (8) Additional staffing shall be provided for Contractor customer service lines to accommodate Customer questions, Residential service level shifting requests, and Commercial Customer Container orders during the transition period.

All dates will be reviewed with the City during the weekly implementation meetings. Dates may be modified with permission of the City as long as the start of the contract is not impacted and the Customers are never without Containers.

2.1.23 Ongoing Coordination with City and Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request as well as on a quarterly schedule to discuss and resolve operational and Contract issues. The City may, at its option, conduct periodic performance reviews of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items. The City's scope of review under this provision is intended to focus on analysis of the Contractor's performance and Contract compliance.

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall analyze and correct in good faith any deficiencies found in its performance under this Contract, including broader implementation of corrections that extend beyond the limited data or scope of a performance review to bring Contractor into more complete Contract compliance.

The Contractor's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall implement and sustain actions that correct deficiencies. Failure to complete correction of deficiencies as outlined in the plan and/or failure to initiate good faith corrective actions within thirty (30) days shall constitute a failure to perform subject to performance fees as defined in 4.1.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, the Contractor shall report its own findings from internal monthly performance measures for collection, customer service and maintenance functions. The City shall determine which of the Contractor internal performance management measures are relevant to addressing any particular deficiencies and the Contractor shall continue to report those measures until notified in writing by the City.

2.1.24 Disposal Restrictions and Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 4.1.

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of hazardous materials inadvertently collected by Contractor.

Garbage collected by the Contractor may be processed to recover Recyclables, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

2.1.25 Biodiesel

The Contractor shall use 20% sustainable-rated biodiesel fuel in its diesel vehicles used in the performance of this Contract. The percentage requirement may be met either by using a 20% blend fuel in all diesel vehicles during March-October and 5% during November-February, or using a higher percentage in specific vehicles to achieve the same result.

The Contractor may request permission from the City to temporarily or permanently discontinue biodiesel use if the Contractor is unable to reasonably obtain biodiesel or has continued unresolvable operating problems directly related to the use of biodiesel. The City shall consider the request, provide its own investigations and provide a response to the Contractor within thirty (30) days of receiving the Contractor's request.

The Contractor shall maintain all vehicles used in Des Moines in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

Upon request, the Contractor shall provide documentation and/or provide access for verification that its fleet meets the requirements of this section.

2.1.26 Violation of Ordinance

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the Containerization, collection, removal and disposal of Garbage, Recyclables and Compostables.

2.2 Collection Services

2.2.1 Single-Family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-Family Residence Customers in and adjacent to Micro-Cans, Garbage Cans/plastic bags (for Extra Units) and/or Contractor-owned Garbage Carts. The Contractor shall offer carry-out service to disabled Customers at no charge (per Section 2.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. If a Customer is either eligible for, or subscribes to, carry-out service, carry-out service shall be provided for all three collection streams (Garbage, Recyclables, and/or Compostables) without duplicate surcharges.

2.2.1.2 Collection Containers

The Customer's primary Container must be a Micro-Can or Garbage Cart. Plastic bags may only be used for Extra Units, not as the Customer's primary Container. Micro-Can and Cart rental fees shall be embedded in the respective rate charged for the level of service and not separately charged or itemized.

Micro-Cans and Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request.

2.2.1.3 Specific Collection Requirements

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

- (1) One 10-gallon Micro-Can
- (2) One 20-gallon Garbage Cart;
- (3) One 35-gallon Garbage Cart;
- (4) One 64-gallon Garbage Cart; and
- (5) One 96-gallon Garbage Cart.

On request, the Contractor shall also offer Customers monthly collection of one 35-gallon Garbage Cart with no putrescible wastes, at a rate equal to the weekly Micro-Can service level. Customers subscribing at this service level will continue to receive regularly scheduled Curbside recycling service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. An Extra Unit charge may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Customer agrees in advance to pay for the Extra Unit rate, otherwise, the Container shall be left at the Curb with Customer notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Unit fees. All Extra Units from Customers with a history of disputed charges shall be documented with a date and time stamped photograph. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. Customers shall place Containers on or abutting Public Streets or Private Roads. The Contractor may tag inappropriately placed Containers and may discontinue service in the event of persistent inappropriate Container placement. The Contractor's crews shall make collections in

an orderly and quiet manner, and shall return Containers, in an upright position, with lids closed and attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

The Contractor shall provide a "clean-up day" twice a year, one in Spring and once in Fall, for all Single-Family Residential Garbage Customers. On each of those days, the Contractor shall collect up to 96 gallons of excess Garbage from each Customer at no additional charge. Materials shall be recycled to the extent possible

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Garbage collection to every-other-week. In the event that the City implements this reduced collection frequency, the Single-Family Garbage rates in Attachment B shall be reduced by \$2.26/month, subject to the rate modification provisions of Section 3.3.

2.2.2 Single-Family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

Aluminum Cans:	All clean aluminum cans, pie "tins", and foil that are placed in the Recycling Cart.
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Corrugated Cardboard:	All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer's Recycling Cart.
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	Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
Fats, Oils, Grease (FOG):	Up to three gallons of used cooking oil and kitchen grease that is free from contaminants and placed in clear screw-top plastic containers, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Fluorescent Tubes and CFLs	Unbroken fluorescent tubes wrapped in paper and unbroken CFLs bulbs sealed in a Ziploc bag and placed on top of the Customer's Recycling Cart.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Incandescent light bulbs, ceramics and window glass are excluded.
Household Batteries:	Button, alkaline, and rechargeable batteries sealed in small Ziploc baggies and placed on top of the Customer's Recycling Cart.
Mixed Paper:	All Mixed Paper
Motor Oil:	Up to three gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Newspaper:	All newspaper and advertising supplements that are delivered.
Coated paper:	All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic container placed in the Recycling Cart.
Plastic Bags:	All clean dry plastic bags, (shopping, newspaper, and dry-cleaning bags) bagged together and placed in the Recycling Cart.

Plastic Containers:	All plastic bottles, cups, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.
Other Plastic:	Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; Polycarbonate water bottles such as Nalgene; Polystyrene such as grocery meat trays, plastic buckets such as 5g paint pails emptied of paint; clean Plant pots, CD cases with paper booklet removed; and household plastic items such as laundry baskets, large plastic containers, plastic furniture, and plastic toys.
Polycoated Cartons and Boxes:	All plastic coated cartons and boxes that are flattened.
PVC pipe:	All thicknesses of white PVC pipe, no longer than length of Recycling Cart.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber and/or other contaminants; and meets the size requirements defined for Scrap Metals.
Tin Cans:	All food and beverage tin cans with labels removed.
Garbage Cans:	The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining adequate inventories of, and distributing and maintaining Recycling

Carts. The default Recycling Cart size shall be 96-gallons for new Customers, provided that the Contractor shall offer and provide 32/35- or 96-gallon Recycling Carts on request to those Customers requiring either less or additional capacity than provided by the standard 64-gallon Recycling Cart. Recycling Carts shall include a recycling/program brochure when distributed.

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

2.2.2.3 Specific Collection Requirements

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

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

The Contractor shall collect properly packaged used motor oil from Single-Family Residential Customers. The Contractor may refuse to collect used motor oil from any Customer for any one of the following reasons: 1) the oil was not packaged in a clear, leak proof, plastic jug or bottle, securely sealed with a screw-cap; 2) the packaged oil contained substances other than used motor oil; 3) the packaged oil leaks in any way 4) the Container is not properly labeled with the Customer's name and address; or 5) there is spillage at the Customer location which is not caused by the Contractor's employees. Should the Contractor reject used motor oil for any of these reasons, a tag outlining the reason for rejection shall be left with the oil.

The City and Contractor shall cooperate on monitoring the quality of Recyclables set out for collection. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Recyclables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Garbage rates in Attachment B shall be increased by \$1.22/month, subject to the rate modification provisions of Section 3.3.

2.2.3 Compostables Collection

2.2.3.1 Subject Materials

Compostables shall be collected each collection cycle from all subscribing Single-Family Residences.

Compostables containing obvious amounts of Recyclables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Compostables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee.

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

2.2.3.2 Containers

A 96-gallon Compostables Cart shall be provided to all subscribers. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6. The default Compostables Cart size shall be 96-gallons, with 32/35- and 64-gallon sizes available upon request.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Garbage Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the Container's contents as Yard Debris.

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request. Redelivery fees shall be charged only to those Residential Customers that cancel and then restart Compostables Cart collection service within seven months of cancellation. In order for this fee to be applicable, Contractor must notify each Customer at the time they request service cancellation. The Contractor may charge a ten dollar (\$10.00) Compostables Cart cleaning and deodorizing fee, per occurrence, for each Compostables Cart cleaned and redelivered to existing Compostables collection subscribers upon their request.

2.2.3.3 Specific Collection Requirements

Compostable materials shall be collected every-other-week on the same scheduled service day as Garbage collection. Compostables in excess of 192 total gallons may be charged as Compostables Extra Units in 32 gallon increments in accordance with Attachment B, except during the two collection cycles immediately following a storm event, when

storm debris shall be accepted with regular quantities of Compostables without extra charge.

Unflocked, undecorated, natural holiday trees (Christmas Trees) will be collected at no additional cost on the first full week of scheduled Compostable materials collection each year from all Single-Family and Multifamily Residences in the City if prepared as 2x2x4 feet sections or bundles.

The Contractor shall collect on Public Streets and Private Roads, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Compostables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Compostables rate in Attachment B shall be increased by \$1.53/month, subject to the rate modification provisions of Section 3.3.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall embed every-other-weekly Single-Family Residence Compostables collection in Garbage rates and delivery Compostables Carts to all non-subscribing Customers. In the event that the City implements this option, the Single-Family Garbage rates in Attachment B shall be increased by \$5.25/month, subject to the rate modification provisions of Section 3.3. This option shall be exercised by the City no later than November 1, 2013 to allow the Contractor sufficient time to amortize the cost of the required additional Carts.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

On-call Bulky Waste collection shall be offered, and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible. The Contractor shall maintain a separate log

listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis.

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.5 Multi-Family Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family Complex and Commercial Customers in acceptable Containers as designated in Section 2.2.5.2.

2.2.5.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Multi-Family Complex and Commercial Customers shall be offered a full range of Containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) cubic-yard non-compacted Detachable Containers, and compacted or non-compacted Drop-Box Containers. The Contractor may also lease or sell compacted Drop-Box Containers and Drop-Box and Detachable Container Compactors to Customers outside of this Contract at rates negotiated between the Customer and the Contractor.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units and documentation of service irregularities such as damaged or blocked Containers. All Extra Units and service irregularities shall be documented with a date and time stamped photograph.

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

Contractor-owned Containers shall be delivered by the Contractor to requesting Multi-Family Complex and Commercial Customers within three (3) days of the Customer's initial request. Customers shall properly care for Containers on the Customer's property, shall use reasonable efforts to protect such Containers from graffiti or negligent misuse, and shall not use such Containers for other than their intended purpose.

2.2.5.3 Specific Collection Requirements

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

The Contractor shall provide locks for Containers upon request, remove and replace Container from enclosures and position (roll-out) Containers for collection at no additional charge.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service.

2.2.6 Multi-Family Complex Recyclables Collection

2.2.6.1 Subject Materials

The Contractor shall provide adequate Container capacity and collect all Recyclables from Multi-Family Complexes that are prepared in a manner similar to that described for Single-Family Residence Recyclables in Section 2.2.2.1., with the exception of used motor oil. This embedded Recyclables collection shall occur at no extra charge from base Garbage collection. The Contractor shall tag contaminated Containers, but will not collect the contaminated load as Garbage and not charge the resident or property manager a fee for contamination unless notification and correction procedures as specified by the City are completed.

2.2.6.2 Containers

The Contractor shall use Detachable Containers for recycling collection at Multi-Family sites wherever practicable and shall use Recycling Carts only at duplexes, tri-plexes, four-plexes and other sites where site constraints limit the use of Detachable Containers. Upon notice, Contractor shall equip Detachable Containers with special slotted recycling lids approved by the City.

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Detachable Containers and Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. The City may require that combination or common-keyed locks and multiple keys be provided by Contractor at no extra charge to limit contamination of Recycling Carts or Recycling Detachable Containers.

Recycling Carts and Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multi-Family Complex Recycling Carts shall be relabeled periodically in accordance with Section 2.1.15.6.

2.2.6.3 Specific Collection Requirements

Multi-Family Complex recycling collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.4 for Multi-Family Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. After emptying Containers shall be replaced in the same location as found. Multi-Family Complex Recycling Customers shall not be charged lock, gate or roll-out fees.

The Contractor shall provide locks for Containers upon request, remove and replace Container from enclosures and position (roll-out) Containers for collection at no additional charge.

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

2.2.6.4 Multi-Family Recycling Outreach and Incentives

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

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

2.2.7 Commercial Recycling Collection

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

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

2.2.7.1 Subject Materials

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge subject to the limitations in Sections 2.2.7 and 2.2.7.3.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1. In the event of contaminated materials, the driver shall notify the Contractor, and the Contractor shall contact the Customer with specific instructions for Customer to prepare the rejected materials for collection service or authorization to collect the material as Garbage for the regular Garbage collection fee. Contractor shall notify the City immediately, through use of dispatch or route management staff, if repeated contamination occurs in Recyclables set out by any Commercial or Multi-Family Customer.

2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts and Recycling Detachable Containers shall be distinguished from Compostables or Garbage Container colors per Section 2.1.15.6 and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the Cart or Container.

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

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be offered weekly during the hours and days specified in Section 2.2.5.3. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

The Contractor shall provide locks for Containers upon request, remove and replace Container from enclosures and position (roll-out) Containers for collection at no additional charge.

When providing weekly Commercial Recyclables collection to a particular Customer, the Contractor shall not be required to provide Recycling Container capacity greater than 150 percent of that Customer's weekly Garbage collection volume. For example, a Customer with a weekly four (4) cubic yard Garbage container would be provided up to six (6) cubic yards of weekly Recyclables Container capacity. Any additional recycling may be fee-based as negotiated between the Customer and Contractor.

Commercial Recyclables collection Containers and service may be ordered by the Commercial Customer, the City, or the City's contracted technical assistance consultant, provided that the Contractor shall not be required to provide Commercial Recyclables collection to an unwilling party.

2.2.8 Multi-Family Complex and Commercial Customer Compostables Collection

2.2.8.1 Subject Materials

The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis. If additional capacity is required, the Customer may arrange for that service privately, either through the Contractor or another party. The provision of fee-based Commercial Compostables collection in Detachable Containers by the Contractor shall comply with the service and billing standards of this Contract, even through rates are not regulated by this Contract.

Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected. The Contractor will contact Customers with specific instructions for Customer to make the rejected materials suitable for collection service.

2.2.8.2 Containers

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

Compostables Carts and Detachable Containers shall be delivered by the Contractor to new Multi-Family Complexes or Commercial Customers within three (3) days of the City's request, following the City's provision of technical assistance to the Customer to set up the program.

2.2.8.3 Specific Collection Requirements

Compostables shall be collected weekly from Multi-Family Complex and Commercial Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Carts shall be lined by the Contractor upon initial delivery as well as after each collection cycle. The liners shall be approved by the Contractor's composting facility and shall be provided at no additional cost to the Customer. The Contractor shall also provide free cleaning of containers for each customer at least once per year.

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

Commercial and Multi-Family Customers using Compostables Collection service and the Contractor shall comply with Seattle-King County regulations for Commercial Food Scraps collection.

2.2.9 Drop-Box Container Garbage Collection

2.2.9.1 Subject Materials

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

2.2.9.2 Containers

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

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.9.3 Specific Collection Requirements

Single-Family Residence, Multi-Family Complex and Commercial Customer Drop-Box Container collection must occur during the hours and days specified in 2.2.5.3.. Collection of Drop-Box Containers in Single-Family Residence and Multi-Family Complex areas and multi-use buildings containing Multi-Family Complexes shall be limited to the same hours as Single-Family Residence collection.

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

Mileage fees shall be assessed only when Customer-directed disposal/recycling sites are more than ten (10) road miles by the shortest route from a particular Customer's location, and then only on the additional mileage above twenty (20) miles round-trip. The Contractor shall obtain prior permission from the Customer to use disposal/recycling sites which would result in additional mileage charges.

2.2.10 Temporary Container Customers

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-Boxes to Single-Family Residence, Multi-Family Complex and Commercial Customers on an on-call basis. Temporary service shall include all Customers requesting Container service of less than ninety (90) days duration, including existing Customers on permanent service who temporary request an extra Container for less than ninety (90) days. The charges for temporary Detachable Container service listed in Attachment B shall include delivery, collection and disposal. Disposal charges for temporary Drop-Box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Rental charges shall be itemized and charged separately, at the rates listed in Attachment B. The Contractor may charge a deposit to be paid in advance of service equal to the average disposal fee for the size of temporary Container ordered if the creditworthiness of the individual Customer is in doubt.

2.2.11 Municipal Services

In the event that the City is restricted from accepting the services described in this section at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates and the Contractor shall pay the City \$88,033.92 per year, as adjusted by the provisions of Section 3.3.1, in exchange for no longer providing these services at no additional cost.

2.2.11.1 Street Litter and Recycling

The Contractor shall provide weekly Garbage and Recyclables collection for street litter or recyclables receptacles (including the provision of plastic bags to line the receptacles) within the City.

2.2.11.2 City Facilities and Parks

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

FACILITY	ADDRESS
Des Moines City Hall Campus	21650 11th Avenue South
Police Service Center	21900 11 th Avenue South
Police – South Station	27041 Pacific Hwy S #C8
Public Works Service Center	2255 South 223 rd Street
Marina North Lot	22307 Dock Avenue South
Redondo Boat Launch	Redondo Beh. Dr. S./Redondo Way S.
Activity Center	2045 South 216 th Street
Field House Park	1000 South 220 th Street
Beach Park	22030 Cliff Avenue South
Steven J. Underwood Park	21800 20 th Avenue South
Wooten Park	28202 9 th Avenue South
Zenith Park	S. 240 th St./16 th Ave. S.
Sonju Park	24728 16 th Avenue South

At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract. In the event that the number of facilities increases by more than 10% above those listed above, the Contractor's rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

The Contractor shall provide litter container collection at City parks a minimum of five (5) days per week for all City parks, with up to three parks designated by the City provided collection seven (7) days per week. The City may reduce the collection frequency at some or all parks during the November through February.

On occasion, the City will pay the Contractor in accordance with charges listed in Attachment B for services that involve a third party, when such third party accumulates Garbage as part of performing services for the City. For example, the City would pay Contractor for the disposal of roof replacement debris removed from a City facility. Regular Garbage generated on an ongoing basis at all City facilities will otherwise be collected by the Contractor without charge to the City.

2.2.12 City-Sponsored Community Events

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

- Fireworks over Des Moines
- Waterland Parade

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

2.2.13 Other Solid Waste Collection Services

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

2.2.14 Mandatory Collection

In the event that the City extends mandatory collection requirements to all Single-family Customers, the Contractor shall reduce its Single-family Garbage collection rates by \$0.54 per household per month. This amount shall be modified by the Contract escalator provided for in Section 3.3.1 until the time this option is implemented. Upon notification by the City, the Contractor shall work with the City to develop a mandatory collection implementation plan which shall address transitional and enforcement issues in advance of the implementation date.

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City, and shall ensure that the Contractor handles Garbage in accordance with the City's interlocal agreements governing solid waste management.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.
- Collecting, processing and marketing Recyclables and Compostables collected by the Contractor in the City Service Area.
- Providing cart and Container assembly, maintenance, painting, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Customer accounts and providing appropriate Customer support.
- Billing, receiving, posting Customer payments and deposits, and adding educational information to bills, if requested by the City.
- Procuring all equipment and bearing all start-up, operating maintenance, and transition costs for collection and processing or disposal of Garbage, Recyclables and Compostables, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to

collect materials, maintain and distribute equipment and related customer service functions.

- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970)/WISHA (Washington Industrial Safety and Health Act of 1973) standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.4, and providing proof of this insurance to the City annually.
- Providing a valid Contractor's performance and payment bond in accordance with Section 6.5, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and surety before assigning or pledging money, or assigning, subcontracting or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to Customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining Containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.

- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. Exception shall be made for termination for cause or voluntary termination, in which case the Contractor shall notify the City within twenty-four (24) hours of the termination.

2.3.1.2 City's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.
- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and rate changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used in the City by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.

- Holding periodic operations meetings with the Contractor, as necessary.

2.3.2 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-Box Containers and special collections, correlating service levels to current invoices, all Customer billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

2.3.2.1 Office Location

The Contractor shall maintain a principal office in King or Pierce County within twenty (20) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code and phone number, specifically for use during this contract as the Contractor's primary customer service line. On the termination of this Contract for any reason, the Contractor shall relinquish its rights for use of this phone number to the City or its assignee, effective the day of termination. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and recognized holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

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

2.3.2.2 Customer Service Requirements

2.3.2.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient staff to answer and handle complaints

and service requests from multiple incoming telephone calls simultaneously. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City based on agreed-upon performance measures in Section 2.2.3.2.3, the Contractor shall increase staffing levels to meet contract performance criteria

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

2.3.2.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted

in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

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

The Contractor shall provide sufficient field service/sales staff and route manager personnel to accurately set-up accounts and visit Customers at their service location as needed – for example during roll-out of service changes that impact multiple accounts, or during establishment of new Recycling or Compostables collection service changes. The Contractor's field service/sales staff shall be able to describe to Customers any related service procedures and Container or equipment needs, and be able to calculate any related rate impacts that would arise from implementing service change options. The Contractor's field service/sales staff shall also be responsible for completion of outreach and tracking specified in Section 2.3.5, including related required annual reporting.

2.3.2.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A summary of these discrete performance measures will be provided as part of required monthly reporting. A Customer shall be able to talk directly with a customer service representative when calling the Contractor's Customer service telephone number during office hours. An automated voice mail service or phone

answering system may be used when the office is closed.

2.3.2.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall be subject to performance fees.

2.3.2.2.5 Internet Website

The Contractor shall provide a Customer-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor, and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered the next business day after receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. Website content and design shall be submitted for City approval a minimum of three (3) days prior to planned roll-out of website changes, and website content and design shall continue to be subject to the City's approval throughout the term of this Contract. The Contractor shall update the website monthly, and

more often if necessary, and provide links to the City's website. The website shall include contact information translated into Spanish. The Contractor's website shall minimize "pop-up" windows, and not include adware, spyware or third party tracking "cookies."

2.3.2.2.6 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be able to accurately describe all collection services available to City Customers, including the various services available to Single-Family Residence, Multi-Family Complex and Commercial Customers. For new Customers, customer service representatives shall explain all Garbage, Recyclables, Compostables and Food Scrap collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of all Recyclables, Compostables and Food Scrap preparation specifications. Policy questions resolvable by the City shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have real-time electronic access to customer service data and history to provide efficient and high-quality customer services.

2.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-Family Residence Customers shall be billed at least quarterly, and Multi-Family Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The bill's due date shall be no sooner than fifteen (15) business days after the date the bill is mailed. The Contractor may make account adjustments for over- or under-charges, provided that under-charges may

only be charged for services provided within ninety (90) days of the bill date.

Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and NSF ("bounced") check charges, as well as the actual third party costs of bad debt collection. Late fees shall not exceed one percent (1%) per month and NSF charges shall not exceed twenty dollars (\$20.00) per NSF check or actual bank charges, whichever is greater.

Single-Family Residential Customers may temporarily suspend service due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual services received.

All Single-Family Residence Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Subscription Compostables services shall be itemized separately. All Multi-Family Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately, except as directed at the City's sole discretion. Commercial Customer and Multi-Family Complex Compostables services shall be itemized and charged separately. No surcharges (such as environmental or fuel surcharges) shall be added to invoices for Garbage, Recyclables or Compostables collection, including Commercial Recycling collection, unless specifically authorized in writing by the City.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Compostables collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor and report Customer subscription levels, record Extra Unit Garbage and Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than two years.

- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines/space for customer service messages on Customer bills.
- Including Contractor phone numbers for customer service on Customer bills.
- Contractor will provide a discount to Single Family Customers that choose to use a paperless invoicing and bill paying process. The Contractor will notify the Customer of their invoice and accept payment either through a credit card payment feature of the Contractor's website or through the Customer's online banking services. The Customer discount shall be no less than the appropriate current single ounce first class rate as set by the US Postal Service.
- All Customers in any grouping targeted for receipt of printed educational or outreach materials shall be included in Contractor's mass-mailings of such materials regardless of Customer's billing method status (such as web-based invoicing) or Customer's mail receipt method (such as use of a Post Office Box rather than standard curbside mail service).

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

Upon five (5) business days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels and current account status. City requests for information pertaining to five or fewer accounts shall be provided within one business day.

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Compostables and recycling facility certified weight slips, and Customer charges and payments.

2.3.4 Reporting

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

2.3.4.1 Weekly Reports

On a weekly basis, by the end of the day each Monday, the Contractor shall provide the City with a list of Customer-initiated service stops logged the previous week. The Contractor shall provide the Customer name, address, service level, phone number and the date of the service stop. The City shall use this information to enforce its mandatory collection requirements.

2.3.4.2 Monthly Reports

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

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's notes or comments.
- (2) A tabulation of the number of single family, commercial and multi-family accounts by service level/Container size and service frequency.
- (3) A compilation of program participation statistics including: a summary of multi-family and commercial

participation in recycling programs, set-out statistics for Residential Garbage, Compostables and Recyclables collection services, and log of bulky items.

- (4) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- (5) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.
- (6) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- (7) A list of dates, Customer names and addresses for whom a free special recycling collection has been made (Section 2.2.2.3).
- (8) A description of any vehicle accidents infractions, or insurance claims against Contractor.
- (9) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services; and
- (10) Call Center performance as outlined in Section 2.3.2.2.

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

2.3.4.3 Annual Reports

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

- (1) A consolidated summary and tabulation of the monthly reports, described above.
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
- (3) A discussion of promotion and education efforts and accomplishments.
- (4) An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
- (5) A list of multi-family and commercial recycling sites pursuant to Section 2.3.5.

2.3.4.4 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 RCW and shall be subject to the provisions of Section 6.8 below.

2.3.5 Promotion and Education

The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing on-going recycling promotion, at the direction of the City. The Contractor shall also incorporate general waste reduction, minimization and reuse elements in to its promotion and education program.

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

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection schedule calendar applicable to each recipient's routes and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information. Contractor's materials shall be TTY accessible and Contractor shall provide alternative language formats upon request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City and Contractor shall work cooperatively for timely inclusion of such materials.

2.3.6 Field Monitoring

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

2.3.7 Transition to Next Contractor

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

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

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor, or the Contractor's surety, shall pay the City one hundred thousand dollars (\$100,000.00) for the material breach of this contract provision. Payment shall be made within twenty (20) business days of the end of this contract.

3. COMPENSATION

3.1 Compensation to the Contractor

3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-Family Residence, Multi-Family Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that service. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Source-Separated Recyclables other than Commercial Recyclables above the limit of the included embedded Commercial Recyclables program as defined in Section 2.2.7.3. The City administrative fee shall not be itemized separately on Customer invoices.

3.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations and may discontinue service to non-paying Customers provided that such Customers are provided with ten (10) days prior written notice that service will be discontinued for nonpayment. The Contractor may charge a one-time twenty dollar (\$20.00) cart redelivery fee to Customers who want to restart service who have previously had their service terminated for nonpayment and had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g. Garbage, Recyclables and Compostables).

3.2 Compensation to the City

The Contractor shall pay to the City a one-time contract signing fee of Forty Thousand dollars (\$40,000.) to cover City staff and consultant costs of procuring this Contract.

The Contractor shall also pay to the City a thirteen percent (13%) city fee, based on gross receipts received during the prior month on or before the fifth day of each month during the term of this Contract, starting on November 1, 2011. The Contractor shall remit the city fee received on all payments received under this Contract, including Customer payments received after the termination date of this Contract. Itemized taxes such as the City's utility tax, the King County hazardous waste fee and State Refuse tax are excluded from the definition of gross receipts.

The rates included in Attachment B, as modified during the term of this Contract, include the city fee and Customers shall not be separately charged an itemized city fee.

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

The administrative fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new administrative fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the administrative fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.8% in 2010), as may be adjusted from time to time by the State of Washington.

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

3.3 Compensation Adjustments

3.3.1 Annual Rate Adjustment

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease every year by an inflation adjustment factor based on three indices. The three indices and their weights are:

1. the consumer price index (CPI) for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Area, Series ID No. CWURA423SAO, or successor indices, which will have a weight of 42%,
2. the Northwest Pipeline Corp., Canadian Border (SUMAS) monthly index as published by Platts Inside FERC'S Gas Market Report or successor index, which will have a weight of 8% and,
3. the Employment Cost Index (ECI) for Private Industry, in current dollars, not seasonally adjusted, December 2005=100, for service providing industries, Series ID No. CIU201S0000000001 (B,H), which will have a weight of 50%.

The first inflation adjustment shall occur on January 1, 2012. The inflation adjustment factor, for the calendar year beginning January 2013, and for each subsequent calendar year, will be calculated by taking the weighted average, based on the weights above, of the percentage difference between the three indices' values according to the following methodology:

CPI – The trailing twelve month average CPI (measured from July to June) of each year versus the base period's trailing twelve month average value.

Fuel – The trailing twelve month average spot price of each year (July-June) per MMBtu versus the base period's twelve month trailing average spot price.

ECI – The trailing four quarter average value as of the second quarter (Q2) of each year versus the trailing four quarter average value as of the second quarter (Q2) in the base period.

The initial base period is 2011.

The non-disposal component of all rates in Attachment B shall be multiplied by this calculated inflation adjustment factor and added to the current non-disposal component of all rates in order to determine the new adjusted rate. Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

The Contractor's calculations shall be provided to the City no later than September 1st prior to the Adjustment Date and the City shall have thirty (30) days to confirm the Contractor's rate modification calculations. On City approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on January 1st of the next year, and Customers shall be notified in November, at least forty-five (45) days prior to the date adjusted rates become effective. Should ratepayers not receive timely notification due to missed deadlines, rate calculation errors by the Contractor, or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

3.3.2 Disposal Fee Adjustments

Disposal Fee adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified in Attachment B of this Contract.

Specific examples of rate modifications due to Inflation Index and disposal fee changes are provided in Attachment C.

3.3.3 Changes in Disposal/Processing Sites and Tipping Fees

The Contractor assumes all risk for the processing and marketing of Recyclables and Compostables. If the Contractor is required by the City to use processing sites or markets other than those being used at the initiation of this Contract, the Contractor may submit a detailed proposal for a rate adjustment to reflect any additional costs or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

If the County's Bow Lake and Algona Transfer Stations become unavailable for more than one week and the Contractor is required to haul Garbage to an alternative County disposal location in excess of ten (10) miles from the intersection of Kent-Des Moines Road and 16th, the Contractor shall be allowed a temporary surcharge on Customer bills equivalent to \$2.50 per mile per truck trip above the ten (10) mile limit. The eligible distance shall be based on measuring the road distance between the referenced intersection and the transfer section, minus ten (10) miles. The result shall be multiplied by \$2.50 and shall be the compensation for each truck load of Garbage delivered to the alternative site by the Contractor. The Contractor's allocation of the surcharge to each service level shall be reviewed and approved by the City prior to implementation.

3.3.4 Other Modifications

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

If new City, King County, Washington State or Federal taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in this Section 3.3.

3.4 Change in Law

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

4. FAILURE TO PERFORM, REMEDIES, TERMINATION

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

4.1 Performance Fees

The Contractor may be subject to performance fees for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. 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 are as follows:

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in Section 2.1.4, except as expressly permitted by the City.	Two Hundred Fifty Dollars (\$250) per truck route (each truck on each route is a separate incident).

Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, use of profanity, creation of excessive noise, collection of Commercial Containers in Residential areas outside hours specified herein for Residential areas, crossing or driving over planted areas, observed reckless driving, or similar violations.	Twenty-Five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus Five Hundred Dollars (\$500) per incident.
Failure to maintain placards on service vehicles as required by Section 2.1.14	Two Hundred Fifty Dollars (\$250) per vehicle, per day.
Curable Leakage from Contractor vehicles or vehicle contents, observed by the City, its agents or photographed by Customers.	Two Hundred Fifty Dollars (\$250) per vehicle, per day, plus clean up costs.
Failure to collect missed materials within one (1) business day after notification.	One Hundred Dollars (\$100) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day on Single-Family Residence routes and no maximum for Multi-Family Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One Hundred Fifty Dollars (\$150) per block segment if collection is performed the following day; Five Hundred Dollars (\$500) if not collected by the following day.
Collection as Garbage or disposal as Garbage of Source-Separated Recyclables or Compostables in clearly identified Containers, bags or boxes.	One Hundred Dollars (\$100) per incident, up to a maximum of One Thousand Dollars (\$1,000) per truck, per day.
Collection of Garbage containing visible quantities of Yard Debris.	Twenty-Five Dollars (\$25) per incident.

Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-Five Dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Customers within three (3) business days.	Fifty Dollars (\$50) per Container per day.
Failure to deliver carts, Detachable Containers, or Drop-Box Containers within three (3) business days of request to Multi-Family Complex or Commercial Customers.	Fifty Dollars (\$50) per Container per day.
Failure to deliver Garbage, Recycling or Compostables Carts within seven (7) days of request to Single-Family Residence Customers.	Fifteen Dollars (\$15) per Container per day.
Delivery or use of incorrectly labeled or colored Container	Twenty-five Dollars (\$25) per Container per day.
Substantial misrepresentation by Contractor in records or reporting.	Five Thousand Dollars (\$5,000) per incident.
Failure to provide required reports on time.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to maintain clean and sanitary Containers, vehicles, and facilities.	Fifty Dollars (\$50) per incident, up to maximum of One Thousand Dollars (\$1,000) per inspection.
Landfilling or incineration of Recyclables or Compostables in violation of Section 2.1.11 without the express written permission of the City.	One Thousand Dollars (\$1,000) per vehicle, per incident.
Failure to meet recycling processing performance requirements of Section 2.1.11.	One Thousand Dollars (\$1,000) per month, for any occurrence during that month.
Failure to meet customer service ring and on-hold time performance customer service requirements.	Two Hundred Fifty Dollars (\$250) per incident.

Failure to include instructional/promotional materials when Garbage, Recycling and/or Compostables Carts are delivered.	Fifty Dollars (\$50) per incident.
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The parties acknowledge the difficulty in anticipating actual damages to remedy the damage. The parties further agree that the performance fees listed in this Section represent a reasonable estimate of the loss likely to result from the remedy for the damage.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract and, except for those listed breaches set forth above, the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Performance fees, if assessed during a given month, shall be invoiced by the City to the Contractor. Performance fees may be levied only if documented in an incident report presented by the City to the Contractor. Performance fees shall only be assessed after the Contractor has been given the opportunity, but has failed to rectify the deficiencies of which it has been notified. The Contractor shall pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract.

Any performance fees imposed under this Section may be appealed by the Contractor to the City. The Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated. The decision of the City shall be final.

4.2 Contract Default

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

- (1) The Contractor fails to commence the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on November 1, 2011 or for a period of more than five (5) consecutive days at any time during the term of this Contract.
- (2) The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, state or other regulatory body in order to collect materials under this Contract.

- (3) The Contractor's noncompliance creates a hazard to public health or safety.
- (4) The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to performance fees in excess of ten thousand dollars (\$10,000.00) during any consecutive twelve (12) month period.
- (5) The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

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

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days notice, may declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on its performance bond.

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

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

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

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

4.3 Availability of Collection Vehicles

All vehicles, Facilities, equipment and property used by the Contractor shall be listed in an inventory supplied to the City and updated annually ("Contractor's Inventory"). Unless an approved replacement or substitute is provided, all vehicles, Facilities, equipment and property identified in the Contractor's Inventory for use in the performance of this Contract shall be available for the City's use in the case of default in collecting Solid Waste, Recyclables and Compostables in the City for the duration of this Contract; when provided, this Section applies to any replacement or substitute. Rent for the City's use of Contractor's Inventory shall be negotiated between the parties based upon the historical cost of the inventory less any accumulated depreciation. Disputes shall be resolved in accordance with this Contract.

5. NOTICES

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

To City: City Manager
 City of Des Moines
 21630 11th Avenue S, Suite D
 Des Moines, WA 98198

To Contractor: CleanScapes, Inc.
 5939 4th Ave S
 Seattle, WA 98108

6. GENERAL TERMS

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables and construction/demolition materials placed in Contractor-owned Containers and set out in the regular collection locations within the City Service Area. When asked by the Contractor, the City shall make a good faith effort to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

The Contractor may independently enforce its rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations and other activities as City staff time allows.

This contract provision will not apply to: Garbage, Recyclables or Compostables self-hauled by the generator; Source-Separated Recyclables hauled by common or private carriers (including drop-off recycling sites) from Commercial premises that contain at least ninety percent (90%) recyclable materials; construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; Garbage, Recyclables or Compostables handled by retailers or maintenance services who provide ancillary services unrelated to Curb collection services (e.g. carpet installers, furniture delivery/pick-up, site clean-up services which include loading/sweeping, etc.); Compostables generated and hauled by private landscaping services; or Compostables hauled by common or private carriers from Commercial premises that contain at least ninety percent (90%) Compostable materials.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Compostables once these materials are placed in Contractor-owned Containers and the Contractor shall have no responsibility for these materials prior to the time they are placed in Contractor-owned Containers. The Contractor shall retain revenues it gains from the sale of Recyclables, construction/demolition materials or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Compostables shall be the financial responsibility of the Contractor.

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

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in Washington State reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and

deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

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

The Contractor shall allow the City to interview any person and to review any evidence in the Contractor's possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the contract; (2) the City is entitled to a reduction in rates under the contract; or (3) the Contractor is in compliance with the contract.

6.3 Contractor to Make Examinations

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

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for contract default in accordance with Section 4.2.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.4.1 Minimum Scope of Insurance

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractor's Pollution Liability Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.
- (5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractor's Pollution Liability The Pollution Legal Liability insurance shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims-made basis.

6.4.3 Deductibles and Self-Insured Retentions

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

6.4.4 Other Insurance Provisions

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

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

- (3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4.5 Acceptability of Insurers

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

6.4.6 Verification of Coverage

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

6.4.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.4.8 ACORD Form

The policy shall be endorsed to provide the following revised language at the bottom of the ACORD Form:

Replace: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall endeavor to mail thirty (30) days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

With the following: "Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall mail thirty (30) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Des Moines, by certified mail."

6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of five hundred thousand dollars (\$500,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration. Failure to make bond payments and to keep the bond current shall be cause for contract default in accordance with Section 4.2.

6.6 Indemnification

6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor's exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and

participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

6.6.3 Industrial Insurance Immunity Waiver

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

6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this contract.

6.8 Confidentiality of Information

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

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor at the notice address set forth in Section 5 herein and shall give the Contractor ten (10) working days from the date of the mailing of such notice to obtain an injunction prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this Contract without securing the written approval of the surety on the

performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City and submittal of proof of insurance coverage.

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

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

For the purposes of this contract, any Change in Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the contract and releasing the previous ownership of all obligations and liability. Assignment of this Contract to a subsidiary or affiliate of the Contractor shall not require the City's consent.

6.10 Laws to Govern/Venue

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

6.11 Compliance With Law

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

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

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

6.12 Non-Discrimination

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

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless

a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

6.13 Permits and Licenses

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

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

6.14 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

6.15 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this contract. The Contractor is specifically allowed to negotiate separate agreements with Customers for compactor leasing, Commercial Recyclables collection, Commercial Compostables collection, or other related services not included in this contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this City contract. These separate agreements must be in writing and shall in no way supersede this contract. These separate agreements cannot have durations any longer than the final date of this contract's term, since the City may, at its sole option, regulate similar or identical services in the successor to this contract.

6.16 Bankruptcy

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

6.17 Right to Renegotiate/Amendment

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

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

6.18 Force Majeure

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

6.19 Illegal Provisions/Severability

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

6.20 Waiver

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

6.21 Entirety

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

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

CleanScapes, Inc.

CITY OF DES MOINES

By: _____

Chris Martin, President

By: _____

Anthony A. Piasecki, City Manager

Des Moines, WA

ATTEST:

Acting Susan Bowman
City Clerk,

APPROVED AS TO FORM:

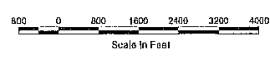
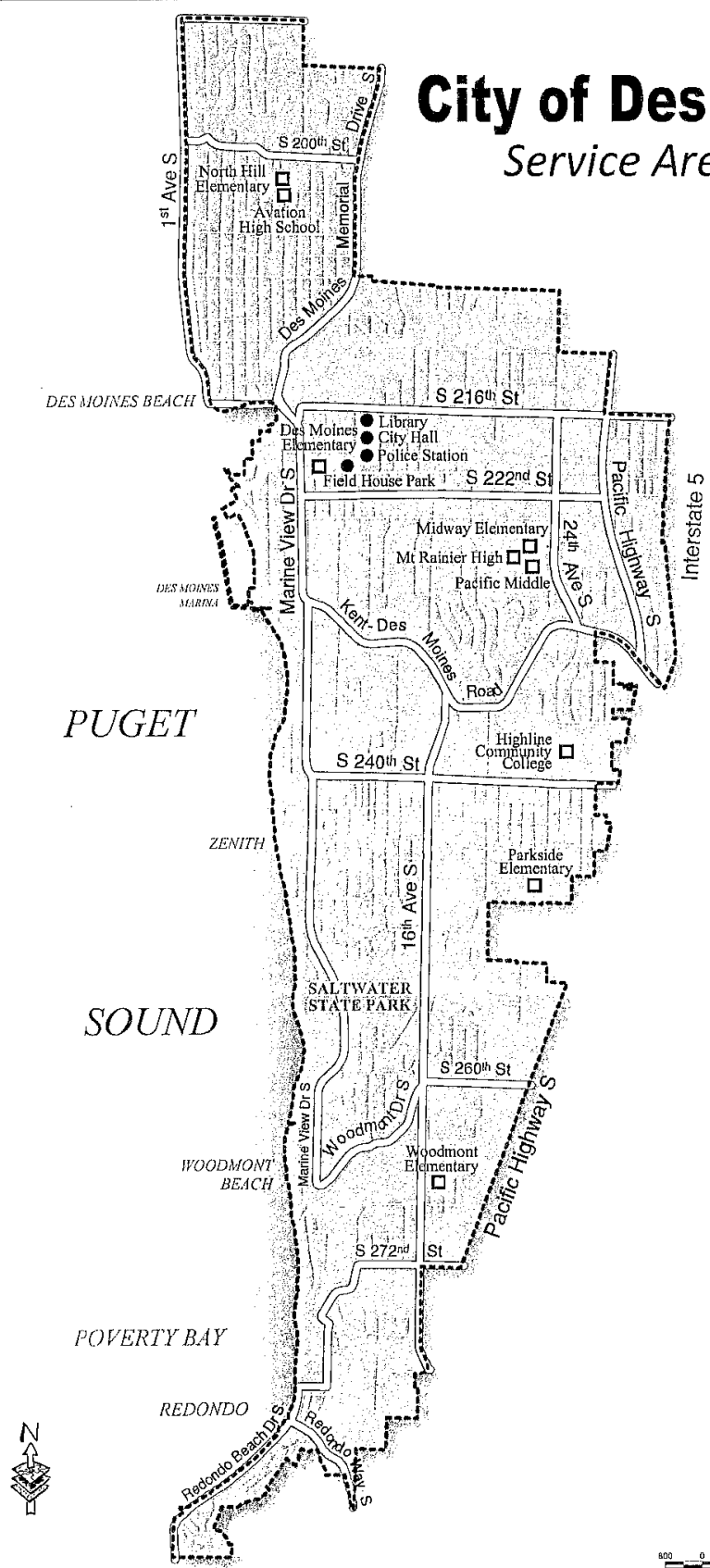
Assistant City Attorney,

Attachments:

- A. Service Area Map
- B. Contractor Rates
- C. Rate Modification Examples

City of Des Moines

Service Area Map



Attachment A

Attachment B

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
	Service Level				
Monthly	32/35 gallon Garbage Cart	22.22	\$ 1.06	\$ 7.30	\$ 8.36
Weekly Residential Curbside Service	One 10 gallon Garbage Microcan	5.13	\$ 1.06	\$ 7.30	\$ 8.36
	One 20 gallon Garbage Cart	12.08	\$ 2.48	\$ 10.07	\$ 12.55
	One 32/35 gallon Garbage Cart	19.32	\$ 3.97	\$ 12.76	\$ 16.73
	One 60/64 gallon Garbage Cart	38.64	\$ 7.95	\$ 17.16	\$ 25.11
	One 90/96 gallon Garbage Cart	57.96	\$ 11.92	\$ 21.55	\$ 33.47
	Extras (32 gallon equivalent)				\$ 4.61
	Miscellaneous Fees:				
	EoW Yard Debris service				\$ 8.13
	96 Gallon Extra Yard Waste Cart Rental				\$ 1.73
	Return Trip				\$ 6.91
	Carry-out Charge, per 25 ft. per month				\$ 4.61
	Drive-in Charge, per month				\$ 6.91
	Overweight/Oversize container (per p/u)				\$ 3.46
	Redelivery of containers				\$ 11.52
	Cart Cleaning (per cart per event)				\$ 11.52
	Sunken Can Surcharge per month				\$ 8.64
On-Call Bulky Waste Collection	White Goods, except refrigerators		\$ 20.00	\$ 37.61	\$ 57.61
	Refrigerators/Freezers		\$ 20.00	\$ 37.61	\$ 57.61
	Sofas, Chairs		\$ 20.00	\$ 37.61	\$ 57.61
	Mattresses		\$ 20.00	\$ 37.61	\$ 57.61
Weekly Commercial and Multi-Family Can and Cart	One 20 gallon Garbage Cart	11.68	\$ 2.40	\$ 19.82	\$ 22.22
	1 32/35 gallon Garbage Cart	18.69	\$ 3.84	\$ 20.69	\$ 24.53
	1 60/64-gallon Garbage Cart	37.39	\$ 7.69	\$ 25.27	\$ 32.96
	1 90/96-gallon Garbage Cart	56.08	\$ 11.53	\$ 29.25	\$ 40.78
	Extras (32 gallon equivalent)				\$ 4.61
	Miscellaneous Fees:				
	Weekly Yard Debris/Foodwaste service				\$ 16.13
	64/96 Gallon Yard Extra Waste Cart Rental				\$ 1.73
	Return Trip				\$ 6.91
	Carry-out Charge, per 25 ft. per p/u				\$ 1.73
	Drive-in Charge, per month (per p/u)				\$ 6.91
	Gate and/or unlock fee (per p/u)				\$ 1.73
	Container roll-out, >10 feet (per p/u)				\$ 3.46
	Overweight/Oversize container (per p/u)				\$ 3.46
	Redelivery of container				\$ 11.52
	Cart Cleaning (per cart per event)				\$ 11.52
Weekly Commercial/MF Detachable Container (compacted)	1 Cubic Yard Container	354.00	\$ 72.81	\$ 65.85	\$ 138.66
	1.5 Cubic Yard Container	531.00	\$ 109.21	\$ 94.38	\$ 203.59
	2 Cubic Yard Container	708.00	\$ 145.62	\$ 119.97	\$ 265.59
	3 Cubic Yard Container	1,062.00	\$ 218.43	\$ 171.15	\$ 389.58
	4 Cubic Yard Container	1,416.00	\$ 291.24	\$ 233.39	\$ 524.63
	6 Cubic Yard Container	2,124.00	\$ 436.85	\$ 307.10	\$ 743.95
Commercial and Multi-Family Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	118.00	\$ 24.27	\$ 51.63	\$ 75.90
	1 Cubic Yard, 2 pickups/week	236.00	\$ 48.54	\$ 103.25	\$ 151.79
	1 Cubic Yard, 3 pickups/week	354.00	\$ 72.81	\$ 154.88	\$ 227.69
	1 Cubic Yard, 4 pickups/week	472.00	\$ 97.08	\$ 206.50	\$ 303.58
	1 Cubic Yard, 5 pickups/week	590.00	\$ 121.35	\$ 258.13	\$ 379.48
	1.5 Cubic Yard, 1 pickup/week	177.00	\$ 36.40	\$ 73.77	\$ 110.17
	1.5 Cubic Yard, 2 pickups/week	354.00	\$ 72.81	\$ 147.54	\$ 220.35
	1.5 Cubic Yard, 3 pickups/week	531.00	\$ 109.21	\$ 221.31	\$ 330.52
	1.5 Cubic Yard, 4 pickups/week	708.00	\$ 145.62	\$ 295.09	\$ 440.71
	1.5 Cubic Yard, 5 pickups/week	885.00	\$ 182.02	\$ 368.86	\$ 550.88
	2 Cubic Yard, 1 pickups/week	236.00	\$ 48.54	\$ 93.47	\$ 142.01
	2 Cubic Yard, 2 pickups/week	472.00	\$ 97.08	\$ 186.94	\$ 284.02
	2 Cubic Yard, 3 pickups/week	708.00	\$ 145.62	\$ 280.42	\$ 426.04
	2 Cubic Yard, 4 pickups/week	944.00	\$ 194.16	\$ 373.89	\$ 568.05
	2 Cubic Yard, 5 pickups/week	1,180.00	\$ 242.70	\$ 467.36	\$ 710.06
	3 Cubic Yard, 1 pickup/week	354.00	\$ 72.81	\$ 132.87	\$ 205.68
	3 Cubic Yard, 2 pickups/week	708.00	\$ 145.62	\$ 265.75	\$ 411.37
	3 Cubic Yard, 3 pickups/week	1,062.00	\$ 218.43	\$ 398.62	\$ 617.05
	3 Cubic Yard, 4 pickups/week	1,416.00	\$ 291.24	\$ 531.49	\$ 822.73

3 Cubic Yard, 5 pickups/week	1,770.00	\$ 364.04	\$ 664.37	\$ 1,028.41
4 Cubic Yard, 1 pickup/week	472.00	\$ 97.08	\$ 167.38	\$ 264.46
4 Cubic Yard, 2 pickups/week	944.00	\$ 194.16	\$ 334.77	\$ 528.93
4 Cubic Yard, 3 pickups/week	1,416.00	\$ 291.24	\$ 502.15	\$ 793.39
4 Cubic Yard, 4 pickups/week	1,888.00	\$ 388.31	\$ 669.54	\$ 1,057.85
4 Cubic Yard, 5 pickups/week	2,360.00	\$ 485.39	\$ 836.92	\$ 1,322.31
6 Cubic Yard, 1 pickup/week	708.00	\$ 145.62	\$ 236.41	\$ 382.03
6 Cubic Yard, 2 pickups/week	1,416.00	\$ 291.24	\$ 472.82	\$ 764.06
6 Cubic Yard, 3 pickups/week	2,124.00	\$ 436.85	\$ 709.22	\$ 1,146.07
6 Cubic Yard, 4 pickups/week	2,832.00	\$ 582.47	\$ 945.63	\$ 1,528.10
6 Cubic Yard, 5 pickups/week	3,540.00	\$ 728.09	\$ 1,182.04	\$ 1,910.13
8 Cubic Yard, 1 pickup/week	944.00	\$ 194.16	\$ 295.65	\$ 489.81
8 Cubic Yard, 2 pickups/week	1,888.00	\$ 388.31	\$ 591.30	\$ 979.61
8 Cubic Yard, 3 pickups/week	2,832.00	\$ 582.47	\$ 886.95	\$ 1,469.42
8 Cubic Yard, 4 pickups/week	3,776.00	\$ 776.63	\$ 1,182.61	\$ 1,959.24
8 Cubic Yard, 5 pickups/week	4,720.00	\$ 970.79	\$ 1,478.26	\$ 2,449.05
Extra loose cubic yard, per pickup				\$ 11.52
Drop Box Miscellaneous Fees (per occurrence):				
Return Trip				\$ 11.52
Roll-out Container over 10 feet (per p/u)				\$ -
Unlock Container (per p/u)				\$ -
Gate Opening (per p/u)				\$ -
Service Level (based on pick ups)				
		Daily Rent	Monthly Rent	Delivery Charge
Commercial and Multi-family Drop-box Collection	Non-compacted 10 cubic yard Drop-box	\$ 5.76	\$ 57.61	\$ 103.69
	Non-compacted 15 cubic yard Drop-box	\$ 5.76	\$ 69.13	\$ 103.69
	Non-compacted 20 cubic yard Drop-box	\$ 5.76	\$ 80.65	\$ 103.69
	Non-compacted 25 cubic yard Drop-box	\$ 5.76	\$ 92.17	\$ 103.69
	Non-compacted 30 cubic yard Drop-box	\$ 5.76	\$ 103.69	\$ 103.69
	Non-compacted 40 cubic yard Drop-box	\$ 5.76	\$ 115.21	\$ 103.69
	Compacted 10 cubic yard Drop-box			\$ 115.21
	Compacted 20 cubic yard Drop-box			\$ 115.21
	Compacted 25 cubic yard Drop-box			\$ 115.21
	Compacted 30 cubic yard Drop-box			\$ 115.21
	Compacted 40 cubic yard Drop-box			\$ 115.21
	Compacted 40 cubic yard Drop-box			\$ 261.07
Service Level				
		Pounds Per Unit	Disposal Fee	Collection Fee
Temporary Collection Hauling	4 Yard detachable container	520.00	\$ 24.70	\$ 107.51
	6 Yard detachable container	780.00	\$ 37.05	\$ 109.40
	8 Yard detachable container	1,040.00	\$ 49.40	\$ 111.29
	Non-compacted 10 cubic yard Drop-box			\$ 207.38
	Non-compacted 20 cubic yard Drop-box			\$ 207.38
	Non-compacted 30 cubic yard Drop-box			\$ 207.38
	Non-compacted 40 cubic yard Drop-box			\$ 207.38
Service Level				
			Delivery Fee	Daily Rental
Temporary Collection Container Rental and Delivery	4 Yard detachable container		\$ 80.65	\$ 4.61
	6 Yard detachable container		\$ 80.65	\$ 4.61
	8 Yard detachable container		\$ 80.65	\$ 4.61
	Non-compacted 10 cubic yard Drop-box		\$ 103.69	\$ 5.76
	Non-compacted 20 cubic yard Drop-box		\$ 103.69	\$ 5.76
	Non-compacted 30 cubic yard Drop-box		\$ 103.69	\$ 5.76
	Non-compacted 40 cubic yard Drop-box		\$ 103.69	\$ 5.76
Miscellaneous Fees:				
	Return Trip			Per Event
	Stand-by Time (per minute)			\$ 1.84
	Drop-box turn around charge			\$ 11.52
Service				
				Per Hour
Hourly Rates	Rear/Side-load packer + driver			\$ 144.01
	Front-load packer + driver			\$ 144.01
	Drop-box Truck + driver			\$ 144.01
	Additional Labor (per person)			\$ 57.61

Attachment C
Rate Modification Examples

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

Collection Component Adjustment

January-December 2013 Rates

Collection Component Fee Adjustment Components and Weights

Inflation Adjustment Component	Current Period Value	Base Period Value	% change to Base Period	Component Weighting	Weighted Average
CPI-W [1]	228	224	1.79%	42%	0.75%
Fuel [2]	4.5	4.25	5.88%	8%	0.47%
Labor [3]	115	113	1.77%	50%	0.88%
Inflation Adjustment Factor					2.11%

Example 1:

2012 32 Gallon Cart Collection (collection component) Fee: \$10.00

2013 Inflation Adjustment Factor (calculated as above): 2.11%

2013 32 Gallon Cart Collection (collection component) Fee: $(\$10.00 \times 2.11\%) + \$10.00 = \$10.21$

Example 2:

2012 30 cubic yard Drop Box Haul Fee: \$150.00

2013 Inflation Adjustment Factor (calculated as above): 2.11%

2013 30 cubic yard Drop Box Haul Fee: $(\$150.00 \times 2.11\%) + \$150.00 = \$153.17$

Step 1:

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

Step 2:

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

Where NDC = The new disposal charge component of the customer rate for a particular service level; and

NTF = The new disposal fee, dollars per ton; and

ODC = The old disposal charge component of the customer rate for a particular service level;

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

A = Pre-excise tax adjusted disposal component; and

CETR = Current excise tax rate (the current State excise tax rate; 0.018 used for this example).

For example, using the initial one 35-gallon cart rates in Attachment B: if the disposal fee will increase from \$95 to \$105 per ton starting on January 1, 2012, the old disposal component is \$3.97, and the State Excise Tax rate is 0.018, the January 2012 disposal component for one 35-gallon cart per week Residential Curbside service would be;

$$\text{New Disposal Component} = [\$3.97 \times (105/95)] \text{ plus excise tax adjustment of } \$0.01 = \$4.40$$

**CONTRACT ADDENDUM TO
CONTRACT FOR COMPREHENSIVE GARBAGE, RECYCLE AND COMPOSTABLES
COLLECTION BETWEEN
THE CITY OF DES MOINES AND CLEANSCAPES, INC.**

THIS ADDENDUM is entered into on this 24th day of January, 2012, pursuant to that certain Contract entered into between the **CITY OF DES MOINES, WASHINGTON** (hereinafter referred to as "City"), and **CLEANSCAPES, INC.**, (hereinafter referred to as "Contractor"), on the 13th day of May, 2011.

The parties herein agree that the Contract dated May 13, 2011, shall remain in full force and effect, except for the amendments set forth as follows:

I) **ATTACHMENT B** of Contract dated May 13, 2011, is hereby amended to read as follows:

Attachment B, Fee Schedule, updated January 24, 2012, attached.

Amendments to Attachment B, Fee Schedule, updated January 24, 2012 shall become effective 45 days after ratepayers are notified of service level or fee changes in accordance with RCW 35.12.157.

Except as modified hereby, all terms and conditions of contract dated May 13, 2011, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

CLEANSCAPES, INC. By: <u>[Signature]</u> Signature Print Name: <u>Chris Martin</u> Its <u>President</u> Date: <u>2/2/12</u>	CITY OF DES MOINES: By: <u>[Signature] ACM</u> Signature <u>for</u> Print Name: <u>Anthony A. Piasecki</u> Its City Manager Date: <u>1/25/2012</u> Attest: Approved as to Form: <u>[Signature]</u> City Clerk City Attorney DATE: <u>1/24/2012</u>
NOTICES TO BE SENT TO: CLEANSCAPES, INC. Chris Martin, President CleanScapes, Inc. 117 S. Main St., Suite 300 Seattle, WA 98104 206-859-6700 (Telephone) 206-859-6701 (Facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Anthony A. Piasecki, City Manager City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6541 (Telephone) 206-870-6540 (Facsimile)

Attachment B (January 24, 2012)

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Monthly Weekly Residential Curbside Service	One 32/35 gallon Garbage Cart	22.22	\$ 1.21	\$ 7.30	\$ 8.51
	One 10 gallon Garbage Microcan	5.13	\$ 1.21	\$ 7.30	\$ 8.51
	One 20 gallon Garbage Cart	12.08	\$ 2.85	\$ 10.07	\$ 12.92
	One 32/35 gallon Garbage Cart	19.32	\$ 4.56	\$ 12.76	\$ 17.32
	One 60/64 gallon Garbage Cart	38.64	\$ 9.12	\$ 17.16	\$ 26.28
	One 90/96 gallon Garbage Cart	57.96	\$ 13.68	\$ 21.55	\$ 35.23
EOW Residential Recycling Only Service	Garbage Extras (32 gallon equivalent)				\$ 4.61
	One 32/35 gallon Recycling Cart		\$ -	\$ 6.38	\$ 6.38
	One 60/64 gallon Recycling Cart		\$ -	\$ 8.58	\$ 8.58
	One 90/96 gallon Recycling Cart		\$ -	\$ 10.78	\$ 10.78
	Recycle Extras (32 gallon equivalent)				\$ -
Miscellaneous Fees:					
	EoW Yard Debris service				\$ 8.13
	Yard Debris/Foodwaste Extras (32 gallon equivalent)				\$ 2.12
	96 Gallon Extra Yard Waste Cart Rental				\$ 1.73
	Return Trip				\$ 6.91
	Carry-out Charge, per 25 ft. per month				\$ 4.61
	Drive-in Charge, per month				\$ 6.91
	Overweight/Oversize container (per p/u)				\$ 3.46
	Redelivery of containers				\$ 11.52
	Cart Cleaning (per cart per event)				\$ 11.52
	Sunken Can Surcharge per month				\$ 8.64
On-Call Bulky Waste Collection	White Goods, except refrigerators		\$ 20.00	\$ 37.61	\$ 57.61
	Refrigerators/Freezers		\$ 20.00	\$ 37.61	\$ 57.61
	Sofas, Chairs		\$ 20.00	\$ 37.61	\$ 57.61
	Mattresses		\$ 20.00	\$ 37.61	\$ 57.61

Attachment B - page 2

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Service Level					
Weekly Commercial/MF and Multi-Family Can and Cart	One 20 gallon Garbage Cart	11.68	2.76	\$ 19.82	\$ 22.58
	One 32/35 gallon Garbage Cart	18.69	\$ 4.41	\$ 20.69	\$ 25.10
	One 60/64-gallon Garbage Cart	37.39	\$ 8.82	\$ 25.27	\$ 34.09
	One 90/96-gallon Garbage Cart	56.08	\$ 13.23	\$ 29.25	\$ 42.48
Weekly Commercial/MF YW/ Only Service	Garbage Extras (32 gallon equivalent)				\$ 4.61
	One 96 gallon Yard Debris/Foodwaste service, 1 pickup/week				\$ 16.13
	One 96 gallon Yard Debris/Foodwaste cart, 2 pickups/week				\$ 32.26
	One 96 gallon Yard Debris/Foodwaste cart, 3 pickups/week				\$ 48.39
	One 96 gallon Yard Debris/Foodwaste cart, 4 pickups/week				\$ 64.52
	One 96 gallon Yard Debris/Foodwaste cart, 5 pickups/week				\$ 80.65
	Yard Debris/Foodwaste Extras (32 gallon equivalent)				\$ 2.12
Miscellaneous Fees:					
Return Trip					\$ 6.91
Carry-out Charge, per 25 ft. per p/u					\$ -
Drive-in Charge, per month (per p/u)					\$ 6.91
Gate and/or unlock fee (per p/u)					\$ -
Container roll-out, >10 feet (per p/u)					\$ -
Overweight/Oversize container (per p/u)					\$ 3.46
Redelivery of container					\$ 11.52
Cart Cleaning (per cart per event)					\$ 11.52

Attachment B - page 3

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Commercial/MF Detachable Container (compacted)	1 Cubic Yard, 1 pickup/week (Compacted)	354.00	\$ 83.54	\$ 65.85	\$ 149.39
	1 Cubic Yard, 2 pickups/week (Compacted)	708.00	\$ 167.08	\$ 131.70	\$ 298.78
	1 Cubic Yard, 3 pickups/week (Compacted)	1,062.00	\$ 250.62	\$ 197.55	\$ 448.17
	1 Cubic Yard, 4 pickups/week (Compacted)	1,416.00	\$ 334.15	\$ 263.40	\$ 597.56
	1 Cubic Yard, 5 pickups/week (Compacted)	1,770.00	\$ 417.69	\$ 329.25	\$ 746.95
	1.5 Cubic Yard, 1 pickup/week (Compacted)	531.00	\$ 125.31	\$ 94.38	\$ 219.69
	1.5 Cubic Yard, 2 pickups/week (Compacted)	1,062.00	\$ 250.62	\$ 188.76	\$ 439.38
	1.5 Cubic Yard, 3 pickups/week (Compacted)	1,593.00	\$ 375.92	\$ 283.14	\$ 659.07
	1.5 Cubic Yard, 4 pickups/week (Compacted)	2,124.00	\$ 501.23	\$ 377.52	\$ 878.76
	1.5 Cubic Yard, 5 pickups/week (Compacted)	2,655.00	\$ 626.54	\$ 471.90	\$ 1,098.45
	2 Cubic Yard, 1 pickups/week (Compacted)	708.00	\$ 167.08	\$ 119.97	\$ 287.05
	2 Cubic Yard, 2 pickups/week (Compacted)	1,416.00	\$ 334.15	\$ 239.94	\$ 574.09
	2 Cubic Yard, 3 pickups/week (Compacted)	2,124.00	\$ 501.23	\$ 359.91	\$ 861.14
	2 Cubic Yard, 4 pickups/week (Compacted)	2,832.00	\$ 668.31	\$ 479.88	\$ 1,148.19
	2 Cubic Yard, 5 pickups/week (Compacted)	3,540.00	\$ 835.39	\$ 599.85	\$ 1,435.24
	3 Cubic Yard, 1 pickup/week (Compacted)	1,062.00	\$ 250.62	\$ 171.15	\$ 421.77
	3 Cubic Yard, 2 pickups/week (Compacted)	2,124.00	\$ 501.23	\$ 342.30	\$ 843.53
	3 Cubic Yard, 3 pickups/week (Compacted)	3,186.00	\$ 751.85	\$ 513.45	\$ 1,265.30
	3 Cubic Yard, 4 pickups/week (Compacted)	4,248.00	\$ 1,002.46	\$ 684.60	\$ 1,687.06
	3 Cubic Yard, 5 pickups/week (Compacted)	5,310.00	\$ 1,253.08	\$ 855.75	\$ 2,108.83
	4 Cubic Yard, 1 pickup/week (Compacted)	1,416.00	\$ 334.15	\$ 233.39	\$ 567.54
	4 Cubic Yard, 2 pickups/week (Compacted)	2,832.00	\$ 668.31	\$ 466.78	\$ 1,135.09
	4 Cubic Yard, 3 pickups/week (Compacted)	4,248.00	\$ 1,002.46	\$ 700.17	\$ 1,702.63
	4 Cubic Yard, 4 pickups/week (Compacted)	5,664.00	\$ 1,336.62	\$ 933.56	\$ 2,270.18
	4 Cubic Yard, 5 pickups/week (Compacted)	7,080.00	\$ 1,670.77	\$ 1,166.95	\$ 2,837.72
	6 Cubic Yard, 1 pickup/week (Compacted)	2,124.00	\$ 501.23	\$ 307.10	\$ 808.33
	6 Cubic Yard, 2 pickups/week (Compacted)	4,248.00	\$ 1,002.46	\$ 614.20	\$ 1,616.66
	6 Cubic Yard, 3 pickups/week (Compacted)	6,372.00	\$ 1,503.70	\$ 921.30	\$ 2,425.00
	6 Cubic Yard, 4 pickups/week (Compacted)	8,496.00	\$ 2,004.93	\$ 1,228.40	\$ 3,233.33
	6 Cubic Yard, 5 pickups/week (Compacted)	10,620.00	\$ 2,506.16	\$ 1,535.50	\$ 4,041.66

Attachment B - page 4

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Commercial and Multi-Family Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	118.00	\$ 27.85	\$ 51.63	\$ 79.48
	1 Cubic Yard, 2 pickups/week	236.00	\$ 55.69	\$ 103.25	\$ 158.94
	1 Cubic Yard, 3 pickups/week	354.00	\$ 83.54	\$ 154.88	\$ 238.42
	1 Cubic Yard, 4 pickups/week	472.00	\$ 111.38	\$ 206.50	\$ 317.88
	1 Cubic Yard, 5 pickups/week	590.00	\$ 139.23	\$ 258.13	\$ 397.36
	1.5 Cubic Yard, 1 pickup/week	177.00	\$ 41.77	\$ 73.77	\$ 115.54
	1.5 Cubic Yard, 2 pickups/week	354.00	\$ 83.54	\$ 147.54	\$ 231.08
	1.5 Cubic Yard, 3 pickups/week	531.00	\$ 125.31	\$ 221.31	\$ 346.62
	1.5 Cubic Yard, 4 pickups/week	708.00	\$ 167.08	\$ 295.09	\$ 462.17
	1.5 Cubic Yard, 5 pickups/week	885.00	\$ 208.85	\$ 368.86	\$ 577.71
	2 Cubic Yard, 1 pickups/week	236.00	\$ 55.69	\$ 93.47	\$ 149.16
	2 Cubic Yard, 2 pickups/week	472.00	\$ 111.38	\$ 186.94	\$ 298.32
	2 Cubic Yard, 3 pickups/week	708.00	\$ 167.08	\$ 280.41	\$ 447.49
	2 Cubic Yard, 4 pickups/week	944.00	\$ 222.77	\$ 373.88	\$ 596.65
	2 Cubic Yard, 5 pickups/week	1,180.00	\$ 278.46	\$ 467.35	\$ 745.81
	3 Cubic Yard, 1 pickup/week	354.00	\$ 83.54	\$ 132.87	\$ 216.41
	3 Cubic Yard, 2 pickups/week	708.00	\$ 167.08	\$ 265.75	\$ 432.83
	3 Cubic Yard, 3 pickups/week	1,062.00	\$ 250.62	\$ 398.62	\$ 649.24
	3 Cubic Yard, 4 pickups/week	1,416.00	\$ 334.15	\$ 531.49	\$ 865.64
	3 Cubic Yard, 5 pickups/week	1,770.00	\$ 417.69	\$ 664.37	\$ 1,082.06
	4 Cubic Yard, 1 pickup/week	472.00	\$ 111.38	\$ 167.38	\$ 278.76
	4 Cubic Yard, 2 pickups/week	944.00	\$ 222.77	\$ 334.77	\$ 557.54
	4 Cubic Yard, 3 pickups/week	1,416.00	\$ 334.15	\$ 502.15	\$ 836.30
	4 Cubic Yard, 4 pickups/week	1,888.00	\$ 445.54	\$ 669.54	\$ 1,115.08
	4 Cubic Yard, 5 pickups/week	2,360.00	\$ 556.92	\$ 836.92	\$ 1,393.84
	6 Cubic Yard, 1 pickup/week	708.00	\$ 167.08	\$ 236.41	\$ 403.49
	6 Cubic Yard, 2 pickups/week	1,416.00	\$ 334.15	\$ 472.82	\$ 806.97
	6 Cubic Yard, 3 pickups/week	2,124.00	\$ 501.23	\$ 709.22	\$ 1,210.45
	6 Cubic Yard, 4 pickups/week	2,832.00	\$ 668.31	\$ 945.63	\$ 1,613.94
	6 Cubic Yard, 5 pickups/week	3,540.00	\$ 835.39	\$ 1,182.04	\$ 2,017.43

Attachment B - page 5

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
	Service Level				
	8 Cubic Yard, 1 pickup/week	944.00	\$ 222.77	\$ 295.65	\$ 518.42
	8 Cubic Yard, 2 pickups/week	1,888.00	\$ 445.54	\$ 591.30	\$ 1,036.84
	8 Cubic Yard, 3 pickups/week	2,832.00	\$ 668.31	\$ 886.95	\$ 1,555.26
	8 Cubic Yard, 4 pickups/week	3,776.00	\$ 891.08	\$ 1,182.61	\$ 2,073.69
	8 Cubic Yard, 5 pickups/week	4,720.00	\$ 1,113.85	\$ 1,478.26	\$ 2,592.11
	Garbage Extra (loose cubic yard), per pickup				\$ 12.35
	Drop Box Miscellaneous Fees (per occurrence):				
	Return Trip				\$ 11.52
	Roll-out Container over 10 feet (per p/u)				\$ -
	Unlock Container (per p/u)				\$ -
	Gate Opening (per p/u)				\$ -
Commercial and Multi-Family Garbage On-Call Extra Service (add-on to a recurring service)	One 20 gallon Garbage Cart	11.68	\$ 0.64	\$ 5.62	\$ 6.26
	One 32/35 gallon Garbage Cart	18.69	\$ 1.02	\$ 5.94	\$ 6.96
	One 60/64 gallon Garbage Cart	37.39	\$ 2.04	\$ 7.41	\$ 9.45
	One 90/96 gallon Garbage Cart	56.08	\$ 3.06	\$ 8.72	\$ 11.77
	1 Cubic Yard Container (Compacted)	354.00	\$ 19.29	\$ 22.11	\$ 41.40
	1.5 Cubic Yard Container (Compacted)	531.00	\$ 28.94	\$ 31.94	\$ 60.88
	2 Cubic Yard Container (Compacted)	708.00	\$ 38.59	\$ 40.97	\$ 79.55
	3 Cubic Yard Container (Compacted)	1,062.00	\$ 57.88	\$ 59.01	\$ 116.89
	4 Cubic Yard Container (Compacted)	1,416.00	\$ 77.17	\$ 80.12	\$ 157.29
	6 Cubic Yard Container (Compacted)	2,124.00	\$ 115.76	\$ 108.26	\$ 224.02
	1 Cubic Yard Container	118.00	\$ 6.43	\$ 15.59	\$ 22.03
	1.5 Cubic Yard Container	177.00	\$ 9.65	\$ 22.37	\$ 32.02
	2 Cubic Yard Container	236.00	\$ 12.86	\$ 28.48	\$ 41.34
	3 Cubic Yard Container	354.00	\$ 19.29	\$ 40.68	\$ 59.97
	4 Cubic Yard Container	472.00	\$ 25.72	\$ 51.53	\$ 77.26
	6 Cubic Yard Container	708.00	\$ 38.59	\$ 73.23	\$ 111.82
	8 Cubic Yard Container	944.00	\$ 51.45	\$ 92.22	\$ 143.67

Attachment B - page 6

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Commercial and Multi-Family Recycling On-Call Extra Service (add-on to a recurring service)	Service Level				
	One 32/35 gallon Recycling Cart	10.30	\$ -	\$ 5.94	\$ 5.94
	One 60/64 gallon Recycling Cart	20.60	\$ -	\$ 7.41	\$ 7.41
	One 90/96 gallon Recycling Cart	30.89	\$ -	\$ 8.72	\$ 8.72
	1 Cubic Yard Container (Compacted)	195.00	\$ -	\$ 22.11	\$ 22.11
	1.5 Cubic Yard Container (Compacted)	292.50	\$ -	\$ 31.94	\$ 31.94
	2 Cubic Yard Container (Compacted)	390.00	\$ -	\$ 40.97	\$ 40.97
	3 Cubic Yard Container (Compacted)	585.00	\$ -	\$ 59.01	\$ 59.01
	4 Cubic Yard Container (Compacted)	780.00	\$ -	\$ 80.12	\$ 80.12
	6 Cubic Yard Container (Compacted)	1,170.00	\$ -	\$ 108.26	\$ 108.26
	1 Cubic Yard Container	65.00	\$ -	\$ 15.59	\$ 15.59
	1.5 Cubic Yard Container	97.50	\$ -	\$ 22.37	\$ 22.37
	2 Cubic Yard Container	130.00	\$ -	\$ 28.48	\$ 28.48
Commercial and Multi-Family Drop-box Collection	Service Level (based on pick ups)				
	Non-compacted 10 cubic yard Drop-box	\$ 5.76	\$ 57.61	\$ 103.69	\$ 161.76
	Non-compacted 15 cubic yard Drop-box	\$ 5.76	\$ 69.13	\$ 103.69	\$ 173.60
	Non-compacted 20 cubic yard Drop-box	\$ 5.76	\$ 80.65	\$ 103.69	\$ 185.26
	Non-compacted 25 cubic yard Drop-box	\$ 5.76	\$ 92.17	\$ 103.69	\$ 197.01
	Non-compacted 30 cubic yard Drop-box	\$ 5.76	\$ 103.69	\$ 103.69	\$ 208.76
	Non-compacted 40 cubic yard Drop-box	\$ 5.76	\$ 115.21	\$ 103.69	\$ 232.27
	Compacted 10 cubic yard Drop-box			\$ 115.21	\$ 190.56
	Compacted 15 cubic yard Drop-box			\$ 115.21	\$ 202.31
	Compacted 20 cubic yard Drop-box			\$ 115.21	\$ 214.06
	Compacted 25 cubic yard Drop-box			\$ 115.21	\$ 225.81
	Compacted 30 cubic yard Drop-box			\$ 115.21	\$ 237.57
	Compacted 40 cubic yard Drop-box			\$ 115.21	\$ 261.07

Attachment B - page 7

Drop-box dry run						\$ 48.00
Temporary Collection Hauling	Service Level		Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
	4 Yard detachable container		520.00	\$ 28.34	\$ 107.51	\$ 135.85
	6 Yard detachable container		780.00	\$ 42.51	\$ 109.40	\$ 151.91
	8 Yard detachable container		1,040.00	\$ 56.68	\$ 111.29	\$ 167.97
	Non-compacted 10 cubic yard Drop-box					\$ 207.49
	Non-compacted 20 cubic yard Drop-box					\$ 207.49
	Non-compacted 30 cubic yard Drop-box					\$ 207.49
	Non-compacted 40 cubic yard Drop-box					\$ 207.49
Temporary Collection Container Rental and Delivery	Service Level			Daily Rental	Monthly Rental	Delivery Fee
	4 Yard detachable container			\$ 4.61	\$ 46.08	\$ 80.65
	6 Yard detachable container			\$ 4.61	\$ 46.08	\$ 80.65
	8 Yard detachable container			\$ 4.61	\$ 46.08	\$ 80.65
	Non-compacted 10 cubic yard Drop-box			\$ 5.76	\$ 57.61	\$ 103.69
	Non-compacted 20 cubic yard Drop-box			\$ 5.76	\$ 80.65	\$ 103.69
	Non-compacted 30 cubic yard Drop-box			\$ 5.76	\$ 103.69	\$ 103.69
	Non-compacted 40 cubic yard Drop-box			\$ 5.76	\$ 115.21	\$ 103.69
Miscellaneous Fees:						Per Event
Return Trip						\$ 28.80
Stand-by Time (per minute)						\$ 1.84
Drop-box turn around charge						\$ 11.52
Service						Per Hour
Hourly Rates	Rear/Side-load packer + driver					\$ 144.01
	Front-load packer + driver					\$ 144.01
	Drop-box truck + driver					\$ 144.01
	Additional Labor (per person)					\$ 57.61

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**AMENDMENT #2
TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES
COLLECTION AGREEMENT
BETWEEN THE CITY OF DES MOINES
AND
RECOLOGY CLEANSCAPES INC.**

This Amendment #2 to Comprehensive Garbage, Recyclables and Compostables Collection Agreement is entered into as of October 14, 2019 by and between the City of Des Moines, a Washington municipal corporation ("City"), and Recology CleanScapes Inc., a Washington corporation ("Contractor").

WHEREAS, City and Contractor are parties to a Comprehensive Garbage, Recyclables and Compostables Collection Agreement dated May 13, 2011 (the "Contract"); and

WHEREAS, the international and domestic markets for the recyclables collected from residents and businesses by Contractor have undergone significant adverse changes since the Contract was developed; and

WHEREAS, some materials are no longer feasibly recyclable, and the existing levels of contaminants in the collected recyclables and changes in market acceptance standards now require changes to the City's recycling collection and education programs; and

WHEREAS, the parties desire to amend certain terms and conditions of the Contract related to adjusting to changing market conditions for recyclables materials;

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the parties agree as follows:

1. Effective Date. This Amendment shall take effect upon execution by both parties, provided that the rate adjustment described in Section 2 and Attachment B of this Amendment shall take effect January 1, 2020.
2. Rate Adjustment. Certain customer rates set forth on Attachment B of the Contract shall be adjusted to reflect the Contractor's increased cost of processing recyclable materials due to changes in the commodity market and the cost of re-educating customers as to new preparation requirements. The Collection Fee (i.e. non-Disposal Fee) component of all regular (i.e. monthly or weekly) container collection rates shall be increased by \$1.35 per month for single-family residential customers and increased by \$2.25 per cubic yard of garbage collected monthly for multifamily and commercial customers, effective January 1, 2020. This increase in the Collection Fee component of those rates shall be subject to the CPI adjustments set forth in Section 3.3.1 of the Contract effective January 1, 2021 and each January 1 thereafter. This special rate adjustment shall not apply to ancillary services, extra units, container rental, and other such fees. In addition, a new fee shall be added for collection of contaminated recycling or compost containers as garbage from multifamily and commercial Customers. Such fee shall initially be \$25.00 per cubic yard of

container size (or per cart, for cart customers). Attachment B (Contractor Rates) of the Contract is hereby deleted and replaced with Attachment B to this Amendment, which reflects the foregoing adjustments as well as the CPI adjustment effective January 1, 2020.

3. Amendment of Main Contract. Sections 2.1.12 (Requirement to Recycle and Compost), 2.2.2.1 (Single-Family Residence Recyclables Collection – Subject Materials), 2.3.4.2 (Monthly Reports), 2.3.4.3 (Annual Reports), and 2.3.5 (Promotion and Education) of the Contract are hereby amended to read in their entirety as set forth below.

2.1.12 Requirement to Recycle and Compost

The contractor shall recycle or compost all loads of Source-Separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The City's goal is to maintain an inbound contamination level of no greater than 5% by volume for collected Recyclables and no greater than 3% by volume (Inbound Contamination Levels) for collected Compostables.

The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all marketable recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable or Compostable materials being misdirected to a market or disposed where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise Recyclable or Compostable materials destined for disposal; and
- Have sufficient pre-process screening staff and equipment to ensure that otherwise recoverable materials do not cross-contaminate other separated Recyclable materials that are incompatible for the intended market consumer, rendering materials non-recyclable.

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

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

The Contractor shall immediately implement activities outlined in the annual education and promotion plan, per Section 2.3.5. By November 1 of each year, the Contractor shall submit an annual contamination monitoring protocol and enforcement procedure for commercial and multifamily customers for approval by the City Manager or his or her designee. The annual contamination monitoring protocol and enforcement procedure for commercial and multifamily customers shall include the following elements: regular contamination monitoring and documentation; timely customer notification of contamination occurrences; and progressive enforcement including warning letters or phone calls, fees for collection of contaminated recycling or compost containers as garbage, and the potential removal of services.

The Contractor must inform customers of the contamination monitoring protocol and enforcement procedure at least 90 days before implementation. If the Contractor chooses to charge a fee for collection of contaminated recycling or compost containers as garbage for commercial and multifamily customers, such fees shall not be charged prior to January 1, 2020, and may only be implemented if monthly pad inspections along City routes show that aggregate data does not meet inbound contamination levels. Any fee for collection of contaminated recycling or compost containers as garbage for commercial and multifamily customers must be in accordance with the annual contamination monitoring protocol and enforcement procedure and Attachment B.

Notwithstanding the foregoing or any other provisions of this Agreement, the Contractor shall not provide any information to the City regarding the contents of any individual residential customer's container.

2.2.2 Single-Family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customer's Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

Aluminum Cans:	All clean aluminum cans, pie "tins", and foil that are placed in the Recycling Cart.
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Corrugated Cardboard:	All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
Fats, Oils, Grease (FOG):	Up to three gallons of used cooking oil and kitchen grease that is free from contaminants and placed in clear screw-top plastic containers, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Fluorescent Tubes and CFLs:	Unbroken fluorescent tubes wrapped in paper and unbroken CFLs bulbs sealed in a Ziploc bag and placed on top of the Customer's Recycling Cart.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Incandescent light bulbs, ceramics and window glass are excluded.
Household Batteries:	Button, alkaline, and rechargeable batteries sealed in small Ziploc baggies and placed on top of the Customer's Recycling Cart.
Mixed Paper:	All Mixed Paper
Motor Oil:	Up to three gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Newspaper:	All newspaper and advertising supplements that are delivered.
Coated paper:	All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic container placed in the Recycling Cart.
Plastic Containers:	All plastic bottles, cups, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.
Other Plastic:	Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; Polycarbonate water bottles such as Nalgene; Polystyrene such as grocery meat trays, plastic buckets such as 5g paint pails emptied of paint; clean Plant pots, CD cases with paper booklet removed; and household plastic items such as laundry baskets, large plastic containers; plastic furniture, and plastic toys.
Polycoated Cartons and Boxes:	All plastic coated cartons and boxes that are flattened.
PVC pipe:	All thicknesses of white PVC pipe, no longer than length of Recycling Cart.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber

	and/or other contaminants; and meets the size requirements defined for Scrap Metals.
Tin Cans:	All food and beverage tin cans with labels removed.
Garbage Cans:	The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

2.3.4.2 Monthly Reports

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

- 1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's notes or comments.
- 2) A tabulation of the number of single family, commercial and multi-family accounts by service level/Container size and service frequency.
- 3) A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for Residential Garbage, Compostables and Recyclables collection services, and log of bulky items.
- 4) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- 5) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.
- 6) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- 7) A list of dates, Customer names and addresses for whom a free special recycling collection has been made (Section 2.2.2.3).
- 8) A description of any vehicle accidents infractions, or insurance claims against Contractor.

9) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services; and

10) Call Center performance as outlined in Section 2.3.2.2.

11) A summary of contamination reduction efforts during the previous month.

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

2.3.4.3 Annual Reports

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

- 1) A consolidated summary and tabulation of the monthly reports, described above.
- 2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
- 3) A discussion of promotion and education efforts and accomplishments.
- 4) An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
- 5) A list of multi-family and commercial recycling sites pursuant to Section 2.3.5.
- 6) Recyclable and compostable market conditions report.

2.3.5 Promotion and Education

The Contractor shall have primary responsibility for providing service oriented information and outreach to Customers and implementing on going recycling promotion, at the direction of the City. The Contractor shall also incorporate general waste reduction, minimization and reuse elements in to its promotion and education program.

Each December, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the following year, including adjustments in materials and/or targeted audiences. This Annual Education and Promotion Plan (Education Plan) must include items included in Attachment D, as the same may

be adjusted from time to time by the City Manager or his or her designee. Contractor's changes to the Education Plan from year to year should include education targeted to address issues raised through the date of the previous year's monthly contamination reports. The Education Plan will be updated annually and reported upon in the monthly and annual reporting, as outlined in sections 2.3.4.1 and 2.3.4.2 of this Contract. The Contractor shall develop a 2019-2020 Education Plan no later than November 1, 2019 that, in addition to the activities listed in this contract and Attachment D, will inform and educate all Des Moines customers of the need for good recycling practices, updated service guidelines, recyclable material list changes, recycling tips and other educational and recycling resources.

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

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection schedule calendar applicable to each recipient's routes and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information. Contractor's materials shall be TTY accessible and Contractor shall provide alternative language formats upon request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases

Contractor cost, the City shall pay the incremental difference. The City and Contractor shall work cooperatively for timely inclusion of such materials.

4. Addition of Attachment D. The Contract is hereby amended to add Attachment D to this Amendment as Attachment D to the Contract.

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IN WITNESS WHEREOF, the parties have entered into this Amendment #2 to Comprehensive Garbage, Recyclables and Compostables Collection Agreement as of the date first written above.

CITY OF DES MOINES

RECOLOGY CLEANSCAPES INC.

By: [Signature]

By: [Signature]

Name: MICHAEL MATTHIAS

Name: Michael J. Sangiacomo

Its: CITY MANAGER

Its: President & CEO

ATTEST:

[Signature]

Name: Bonnie Wilkins

Its: city clerk

Recology

Reviewed by:

BG
Legal

APPROVED AS TO FORM:

[Signature]

Name: Tim George

Its: City Attorney

Attachments:

Attachment B – Contractor Rates (as of January 1, 2020)

Attachment D – Enhanced Promotion and Education Program Requirements

ATTACHMENT B

Contractor Rates (as of January 1, 2020)

[see attached]

Attachment B

City of Des Moines
2020 Amended Solid Waste Rate Schedule

Attachment B (2020 Amended Rates prepared 9.19.19)					
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	2020 Amended Total Service Fee
Monthly Weekly Residential Curbside Service	One 32/35 gallon Garbage Cart	22.22	\$ 1.57	\$ 9.32	\$ 12.24
	One 10 gallon Garbage Microcan	5.13	\$ 1.57	\$ 9.32	\$ 12.24
	One 20 gallon Garbage Cart	12.08	\$ 3.69	\$ 12.86	\$ 17.90
	One 32/35 gallon Garbage Cart	19.32	\$ 5.89	\$ 16.30	\$ 23.54
	One 60/64 gallon Garbage Cart	38.64	\$ 11.79	\$ 21.92	\$ 35.06
	One 90/96 gallon Garbage Cart	57.96	\$ 17.68	\$ 27.52	\$ 46.55
	Garbage Extras (32 gallon equivalent)				\$ 5.58
EOW Residential Recycling Only Service	One 32/35 gallon Recycling Cart		\$ -	\$ 8.15	\$ 8.15
	One 60/64 gallon Recycling Cart		\$ -	\$ 10.96	\$ 10.96
	One 90/96 gallon Recycling Cart		\$ -	\$ 13.76	\$ 13.76
	Recycle Extras (32 gallon equivalent)				\$ -
	Miscellaneous Fees:				
	EoW Yard Debris service				\$ 10.39
	Yard Debris/Foodwaste Extras (32 gallon equivalent)				\$ 2.71
	96 Gallon Extra Yard Waste Cart Rental				\$ 2.21
	Return Trip				\$ 8.83
	Carry-out Charge, per 25 ft, per month				\$ 5.89
	Drive-in Charge, per month				\$ 8.83
	Overweight/Oversize container (per p/u)				\$ 5.00
	Redelivery of containers				\$ 14.72
	Cart Cleaning (per cart per event)				\$ 14.72
	Sunken Can Surcharge per month				\$ 11.03
On-Call Bulky Waste Collection	White Goods, except refrigerators		\$ 23.45	\$ 48.05	\$ 71.50
	Refrigerators/Freezers		\$ 23.45	\$ 48.05	\$ 71.50
	Sofas, Chairs		\$ 23.45	\$ 48.05	\$ 71.50
	Mattresses		\$ 23.45	\$ 48.05	\$ 71.50
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly Commercial/MF and Multi-Family Can and Cart	One 20 gallon Garbage Cart	11.68	\$ 3.76	\$ 25.31	\$ 30.04
	One 32/35 gallon Garbage Cart	18.69	\$ 6.02	\$ 26.42	\$ 34.09
	One 60/64-gallon Garbage Cart	37.39	\$ 12.03	\$ 32.29	\$ 47.44
	One 90/96-gallon Garbage Cart	56.08	\$ 18.05	\$ 37.36	\$ 59.79
	Garbage Extras (32 gallon equivalent)				\$ 6.32
Weekly Commercial/MF YW/ Only Service	One 96 gallon Yard Debris/Foodwaste service, 1 pickup/week				\$ 19.53
	One 96 gallon Yard Debris/Foodwaste cart, 2 pickups/week				\$ 39.07
	One 96 gallon Yard Debris/Foodwaste cart, 3 pickups/week				\$ 58.59
	One 96 gallon Yard Debris/Foodwaste cart, 4 pickups/week				\$ 78.13
	One 96 gallon Yard Debris/Foodwaste cart, 5 pickups/week				\$ 97.66
	Yard Debris/Foodwaste Extras (32 gallon equivalent)				\$ 2.56
	Miscellaneous Fees:				
	Return Trip				\$ 8.83
	Carry-out Charge, per 25 ft, per p/u				\$ -
	Drive-in Charge, per month (per p/u)				\$ 8.83
	Gate and/or unlock fee (per p/u)				\$ -
	Container roll-out, >10 feet (per p/u)				\$ -
	Overweight/Oversize container (per p/u)				\$ 5.00
	Redelivery of container				\$ 14.72
	Cart Cleaning (per cart per event)				\$ 14.72

Attachment B

City of Des Moines
2020 Amended Solid Waste Rate Schedule

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Commercial/MF Detachable Container (compacted)	1 Cubic Yard, 1 pickup/week (Compacted)	354.00	\$ 108.00	\$ 84.12	\$ 221.35
	1 Cubic Yard, 2 pickups/week (Compacted)	708.00	\$ 215.99	\$ 168.23	\$ 442.68
	1 Cubic Yard, 3 pickups/week (Compacted)	1,062.00	\$ 323.99	\$ 252.35	\$ 664.02
	1 Cubic Yard, 4 pickups/week (Compacted)	1,416.00	\$ 432.00	\$ 336.45	\$ 885.36
	1 Cubic Yard, 5 pickups/week (Compacted)	1,770.00	\$ 539.99	\$ 420.57	\$ 1,106.70
	1.5 Cubic Yard, 1 pickup/week (Compacted)	531.00	\$ 162.00	\$ 120.55	\$ 326.39
	1.5 Cubic Yard, 2 pickups/week (Compacted)	1,062.00	\$ 323.99	\$ 241.11	\$ 652.79
	1.5 Cubic Yard, 3 pickups/week (Compacted)	1,593.00	\$ 485.99	\$ 361.66	\$ 979.17
	1.5 Cubic Yard, 4 pickups/week (Compacted)	2,124.00	\$ 647.99	\$ 482.22	\$ 1,305.58
	1.5 Cubic Yard, 5 pickups/week (Compacted)	2,655.00	\$ 809.99	\$ 602.77	\$ 1,631.97
	2 Cubic Yard, 1 pickups/week (Compacted)	708.00	\$ 215.99	\$ 153.24	\$ 427.69
	2 Cubic Yard, 2 pickups/week (Compacted)	1,416.00	\$ 432.00	\$ 306.49	\$ 855.41
	2 Cubic Yard, 3 pickups/week (Compacted)	2,124.00	\$ 647.99	\$ 459.73	\$ 1,283.09
	2 Cubic Yard, 4 pickups/week (Compacted)	2,832.00	\$ 863.98	\$ 612.98	\$ 1,710.78
	2 Cubic Yard, 5 pickups/week (Compacted)	3,540.00	\$ 1,079.97	\$ 766.22	\$ 2,138.47
	3 Cubic Yard, 1 pickup/week (Compacted)	1,062.00	\$ 323.99	\$ 218.62	\$ 630.29
	3 Cubic Yard, 2 pickups/week (Compacted)	2,124.00	\$ 647.99	\$ 437.24	\$ 1,260.60
	3 Cubic Yard, 3 pickups/week (Compacted)	3,186.00	\$ 971.98	\$ 655.85	\$ 1,890.88
	3 Cubic Yard, 4 pickups/week (Compacted)	4,248.00	\$ 1,295.98	\$ 874.47	\$ 2,521.18
	3 Cubic Yard, 5 pickups/week (Compacted)	5,310.00	\$ 1,619.97	\$ 1,093.10	\$ 3,151.48
	4 Cubic Yard, 1 pickup/week (Compacted)	1,416.00	\$ 432.00	\$ 298.12	\$ 847.04
	4 Cubic Yard, 2 pickups/week (Compacted)	2,832.00	\$ 863.98	\$ 596.24	\$ 1,694.04
	4 Cubic Yard, 3 pickups/week (Compacted)	4,248.00	\$ 1,295.98	\$ 894.36	\$ 2,541.07
	4 Cubic Yard, 4 pickups/week (Compacted)	5,664.00	\$ 1,727.96	\$ 1,192.49	\$ 3,388.09
	4 Cubic Yard, 5 pickups/week (Compacted)	7,080.00	\$ 2,159.96	\$ 1,490.62	\$ 4,235.13
	6 Cubic Yard, 1 pickup/week (Compacted)	2,124.00	\$ 647.99	\$ 392.27	\$ 1,215.63
	6 Cubic Yard, 2 pickups/week (Compacted)	4,248.00	\$ 1,295.98	\$ 784.55	\$ 2,431.26
	6 Cubic Yard, 3 pickups/week (Compacted)	6,372.00	\$ 1,943.96	\$ 1,176.83	\$ 3,646.88
	6 Cubic Yard, 4 pickups/week (Compacted)	8,496.00	\$ 2,591.94	\$ 1,569.11	\$ 4,862.52
	6 Cubic Yard, 5 pickups/week (Compacted)	10,620.00	\$ 3,239.93	\$ 1,961.38	\$ 6,078.14
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Commercial and Multi-Family Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	118.00	\$ 36.00	\$ 65.95	\$ 111.69
	1 Cubic Yard, 2 pickups/week	236.00	\$ 72.00	\$ 131.88	\$ 223.37
	1 Cubic Yard, 3 pickups/week	354.00	\$ 108.00	\$ 197.83	\$ 335.06
	1 Cubic Yard, 4 pickups/week	472.00	\$ 144.00	\$ 263.78	\$ 446.75
	1 Cubic Yard, 5 pickups/week	590.00	\$ 180.00	\$ 329.73	\$ 558.45
	1.5 Cubic Yard, 1 pickup/week	177.00	\$ 54.00	\$ 94.23	\$ 162.84
	1.5 Cubic Yard, 2 pickups/week	354.00	\$ 108.00	\$ 188.46	\$ 325.69
	1.5 Cubic Yard, 3 pickups/week	531.00	\$ 162.00	\$ 282.70	\$ 488.54
	1.5 Cubic Yard, 4 pickups/week	708.00	\$ 215.99	\$ 376.93	\$ 651.38
	1.5 Cubic Yard, 5 pickups/week	885.00	\$ 270.00	\$ 471.17	\$ 814.24
	2 Cubic Yard, 1 pickups/week	236.00	\$ 72.00	\$ 119.39	\$ 210.88
	2 Cubic Yard, 2 pickups/week	472.00	\$ 144.00	\$ 238.80	\$ 421.77
	2 Cubic Yard, 3 pickups/week	708.00	\$ 215.99	\$ 358.18	\$ 632.63
	2 Cubic Yard, 4 pickups/week	944.00	\$ 287.99	\$ 477.58	\$ 843.52
	2 Cubic Yard, 5 pickups/week	1,180.00	\$ 359.99	\$ 596.98	\$ 1,054.40
	3 Cubic Yard, 1 pickup/week	354.00	\$ 108.00	\$ 169.72	\$ 308.95
	3 Cubic Yard, 2 pickups/week	708.00	\$ 215.99	\$ 339.46	\$ 613.91
	3 Cubic Yard, 3 pickups/week	1,062.00	\$ 323.99	\$ 509.18	\$ 920.86
	3 Cubic Yard, 4 pickups/week	1,416.00	\$ 432.00	\$ 678.91	\$ 1,227.82
	3 Cubic Yard, 5 pickups/week	1,770.00	\$ 539.99	\$ 848.64	\$ 1,534.77
	4 Cubic Yard, 1 pickup/week	472.00	\$ 144.00	\$ 213.81	\$ 396.78
	4 Cubic Yard, 2 pickups/week	944.00	\$ 287.99	\$ 427.61	\$ 793.54
	4 Cubic Yard, 3 pickups/week	1,416.00	\$ 432.00	\$ 641.42	\$ 1,190.33
	4 Cubic Yard, 4 pickups/week	1,888.00	\$ 575.99	\$ 855.25	\$ 1,587.12

Attachment B

City of Des Moines 2020 Amended Solid Waste Rate Schedule

	4 Cubic Yard, 5 pickups/week	2,360.00	\$ 719.99	\$ 1,069.05	\$ 1,983.90
	6 Cubic Yard, 1 pickup/week	708.00	\$ 215.99	\$ 301.99	\$ 576.44
	6 Cubic Yard, 2 pickups/week	1,416.00	\$ 432.00	\$ 603.95	\$ 1,152.87
	6 Cubic Yard, 3 pickups/week	2,124.00	\$ 647.99	\$ 905.93	\$ 1,729.29
	6 Cubic Yard, 4 pickups/week	2,832.00	\$ 863.98	\$ 1,207.91	\$ 2,305.71
	6 Cubic Yard, 5 pickups/week	3,540.00	\$ 1,079.97	\$ 1,509.88	\$ 2,882.13
	8 Cubic Yard, 1 pickup/week	944.00	\$ 287.99	\$ 377.66	\$ 743.59
	8 Cubic Yard, 2 pickups/week	1,888.00	\$ 575.99	\$ 755.30	\$ 1,487.18
	8 Cubic Yard, 3 pickups/week	2,832.00	\$ 863.98	\$ 1,132.95	\$ 2,230.75
	8 Cubic Yard, 4 pickups/week	3,776.00	\$ 1,151.97	\$ 1,510.62	\$ 2,974.35
	8 Cubic Yard, 5 pickups/week	4,720.00	\$ 1,439.97	\$ 1,888.27	\$ 3,717.94
	Garbage Extra (loose cubic yard), per pickup				\$ 13.59
	Dumpster Miscellaneous Fees (per occurrence):				
	Return Trip				\$ 14.72
	Roll-out Container over 10 feet (per p/u)				\$ -
	Unlock Container (per p/u)				\$ -
	Gate Opening (per p/u)				\$ -
Commercial and Multi-Family Garbage On-Call Extra Service (add-on to a recurring service)	One 20 gallon Garbage Cart	11.68	\$ 0.83	\$ 7.18	\$ 8.01
	One 32/35 gallon Garbage Cart	18.69	\$ 1.32	\$ 7.58	\$ 8.90
	One 60/64 gallon Garbage Cart	37.39	\$ 2.64	\$ 9.46	\$ 12.11
	One 90/96 gallon Garbage Cart	56.08	\$ 3.95	\$ 11.14	\$ 15.09
	1 Cubic Yard Container (Compacted)	354.00	\$ 24.94	\$ 28.24	\$ 53.18
	1.5 Cubic Yard Container (Compacted)	531.00	\$ 37.41	\$ 40.80	\$ 78.21
	2 Cubic Yard Container (Compacted)	708.00	\$ 49.89	\$ 52.33	\$ 102.22
	3 Cubic Yard Container (Compacted)	1,062.00	\$ 74.83	\$ 75.37	\$ 150.20
	4 Cubic Yard Container (Compacted)	1,416.00	\$ 99.77	\$ 102.34	\$ 202.11
	6 Cubic Yard Container (Compacted)	2,124.00	\$ 149.66	\$ 138.29	\$ 287.95
	1 Cubic Yard Container	118.00	\$ 8.31	\$ 19.91	\$ 28.22
	1.5 Cubic Yard Container	177.00	\$ 12.47	\$ 28.58	\$ 41.06
	2 Cubic Yard Container	236.00	\$ 16.63	\$ 36.37	\$ 53.00
	3 Cubic Yard Container	354.00	\$ 24.94	\$ 51.98	\$ 76.92
	4 Cubic Yard Container	472.00	\$ 33.25	\$ 65.82	\$ 99.07
	6 Cubic Yard Container	708.00	\$ 49.89	\$ 93.54	\$ 143.43
	8 Cubic Yard Container	944.00	\$ 66.51	\$ 117.80	\$ 184.31
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Commercial and Multi-Family Recycling On-Call Extra Service (add-on to a recurring service)	One 32/35 gallon Recycling Cart	10.30	\$ -	\$ 7.58	\$ 7.58
	One 60/64 gallon Recycling Cart	20.60	\$ -	\$ 9.46	\$ 9.46
	One 90/96 gallon Recycling Cart	30.89	\$ -	\$ 11.14	\$ 11.14
	1 Cubic Yard Container (Compacted)	195.00	\$ -	\$ 28.24	\$ 28.24
	1.5 Cubic Yard Container (Compacted)	292.50	\$ -	\$ 40.80	\$ 40.80
	2 Cubic Yard Container (Compacted)	390.00	\$ -	\$ 52.33	\$ 52.33
	3 Cubic Yard Container (Compacted)	585.00	\$ -	\$ 75.37	\$ 75.37
	4 Cubic Yard Container (Compacted)	780.00	\$ -	\$ 102.34	\$ 102.34
	6 Cubic Yard Container (Compacted)	1,170.00	\$ -	\$ 138.29	\$ 138.29
	1 Cubic Yard Container	65.00	\$ -	\$ 19.91	\$ 19.91
	1.5 Cubic Yard Container	97.50	\$ -	\$ 28.58	\$ 28.58
	2 Cubic Yard Container	130.00	\$ -	\$ 36.37	\$ 36.37
	3 Cubic Yard Container	195.00	\$ -	\$ 51.98	\$ 51.98
	4 Cubic Yard Container	260.00	\$ -	\$ 65.82	\$ 65.82
	6 Cubic Yard Container	390.00	\$ -	\$ 93.54	\$ 93.54
	8 Cubic Yard Container	520.00	\$ -	\$ 117.80	\$ 117.80
	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Fee	Haul Charge
Commercial and Multi-family Drop-box	Non-compacted 10 cubic yard Drop-box	\$ 7.37	\$ 73.75	\$ 132.45	\$ 206.63
	Non-compacted 15 cubic yard Drop-box	\$ 7.37	\$ 88.51	\$ 132.45	\$ 221.75
	Non-compacted 20 cubic yard Drop-box	\$ 7.37	\$ 103.25	\$ 132.45	\$ 236.64

Attachment B

City of Des Moines
2020 Amended Solid Waste Rate Schedule

Collection	Non-compacted 25 cubic yard Drop-box	\$ 7.37	\$ 117.99	\$ 132.45	\$ 251.66
	Non-compacted 30 cubic yard Drop-box	\$ 7.37	\$ 132.74	\$ 132.45	\$ 266.66
	Non-compacted 40 cubic yard Drop-box	\$ 7.37	\$ 147.49	\$ 132.45	\$ 296.69
	Compacted 10 cubic yard Drop-box			\$ 147.17	\$ 243.41
	Compacted 15 cubic yard Drop-box			\$ 147.17	\$ 258.42
	Compacted 20 cubic yard Drop-box			\$ 147.17	\$ 273.43
	Compacted 25 cubic yard Drop-box			\$ 147.17	\$ 288.45
	Compacted 30 cubic yard Drop-box			\$ 147.17	\$ 303.46
	Compacted 40 cubic yard Drop-box			\$ 147.17	\$ 333.48
	Drop-box dry run				\$ 61.31
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	4 Yard detachable container	520.00	\$ 36.63	\$ 137.33	\$ 173.96
	6 Yard detachable container	780.00	\$ 54.96	\$ 139.74	\$ 194.71
	8 Yard detachable container	1,040.00	\$ 73.28	\$ 142.16	\$ 215.44
	Non-compacted 10 cubic yard Drop-box				\$ 265.04
	Non-compacted 20 cubic yard Drop-box				\$ 265.04
	Non-compacted 30 cubic yard Drop-box				\$ 265.04
	Non-compacted 40 cubic yard Drop-box				\$ 265.04
	Service Level		Daily Rental	Monthly Rental	Delivery Fee
Temporary Collection Container Rental and Delivery	4 Yard detachable container		\$ 5.90	\$ 58.86	\$ 103.02
	6 Yard detachable container		\$ 5.90	\$ 58.86	\$ 103.02
	8 Yard detachable container		\$ 5.90	\$ 58.86	\$ 103.02
	Non-compacted 10 cubic yard Drop-box		\$ 7.37	\$ 73.59	\$ 132.45
	Non-compacted 20 cubic yard Drop-box		\$ 7.37	\$ 103.02	\$ 132.45
	Non-compacted 30 cubic yard Drop-box		\$ 7.37	\$ 132.45	\$ 132.45
	Non-compacted 40 cubic yard Drop-box		\$ 7.37	\$ 147.17	\$ 132.45
	Miscellaneous Fees:				Per Event
	Return Trip				\$ 36.79
	Stand-by Time (per minute)				\$ 2.36
	Drop-box turn around charge				\$ 14.72
	Service				Per Hour
Hourly Rates	Rear/Side-load packer + driver				\$ 183.95
	Front-load packer + driver				\$ 183.95
	Drop-box truck + driver				\$ 183.95
	Additional Labor (per person)				\$ 73.59

ATTACHMENT D

Enhanced Promotion and Education Program Requirements

The program below outlines minimum requirement that must be included in Recology's Annual Education and Promotion Plan. These requirements are in addition to the promotion and education activities that may be found in the current contract provisions. Recology will provide translation service on an as needed basis in conjunction with all promotion, education and outreach efforts. The goal of this program is to reduce contamination in customers' Recyclables and Compostables Container to a level of no greater than five percent (5%) by volume of collected Recyclables and no greater than three percent (3%) of volume by collected Compostables.

Promotion and Education Program Requirements: Ongoing

- Quarterly presentations to community groups, businesses and organizations regarding recycling and composting best practices, program materials and quality standards.
- Quarterly presentations to Des Moines residents and multifamily property owners/managers at The Recology Store, or on-site as requested for large commercial and multifamily properties, to raise awareness of recycling and composting best management practices.
- Quarterly outreach to school and community organizations to offer educational resources and summary information regarding specific site contamination issues.
- Monthly communications to raise awareness of recycling and composting best management practices and promote community presentations and events, such as the "Where Does It Go Workshops" via channels such as Facebook, Recology's Beyond Waste Bulletin, the City Currents newsletter and invoice messages.
- Monthly Load Level Monitoring of Recycle Contamination Levels.
 - Visual inspections of aggregate truck contents from City routes (i.e., a "pad inspection" where recycle material from a truck is emptied on a pad and an assessment of the contamination is made). These will occur once a month targeting different routes.
 - Monthly reporting regarding contamination reduction efforts and aggregate contamination data that is collected and maintained by Recology. (Recology will not provide information to City regarding the contents of any individual Customer's Container).
 - Based on pad inspection results, Recology will conduct targeted route-level outreach to customers on City routes found to have contamination in excess of acceptance standards. Outreach will take the form of route-level direct mailings to highlight common contaminants and provide instruction on proper disposal.
- Annual involvement and education presence at two additional City-sponsored events per year, as directed by the City, with the purpose of promoting good recycling practices.

- An annual schedule of scheduled on-site visits for commercial and multifamily customers will be offered, along with free educational resources (posters, signage, websites/links etc.) and staff trainings.
- Participation in regional and State programs – such as those listed below – to coordinate recycling market development and educational efforts.
 - Washington State Recycling Association
 - Washington Refuse & Recycling Association
 - Metropolitan Solid Waste Management Advisory Committee
 - Solid Waste Advisory Committee

Enhanced Outreach: October 1, 2019 – December 31, 2019

In addition to the requirements outlined above, Recology will implement the following actions from October 1, 2019 – December 31, 2019:

- Send updated service guides to all customers. Service guides will include recycling program changes, an updated accepted materials list, and information about new contamination standards and compliance efforts.
- Utilize social media and online platforms to communicate changes to accepted materials list, new contamination standards and recycling best practices with all Des Moines customers (such as via weekly social media posts, online images and graphics, etc.).
- Host at least two (2) presentations for Des Moines residents and multifamily properties, or on-site as requested for large Commercial and Multifamily properties, to raise awareness of recycling and composting best management practices.
- Provide outreach to at least two (2) school and community organization administrators or contacts to offer educational resources and summary information regarding specific site contamination issues.



Attachment #4

October 14, 2021

Michael Matthias
City Manager
City of Des Moines ("City")
21630 11th Avenue South, Suite A
Des Moines, WA 98198

RE: Request to Add Martin Luther King, Jr. Day as Holiday

Dear Mr. Matthias:

Reference is made to the Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Collection Agreement") between the City of Des Moines ("City") and Recology King County Inc. ("Recology").

Per the attached letter, Recology will be recognizing the federal holiday of Martin Luther King, Jr. Day ("MLK Day") as an annual paid holiday for our employees, beginning in January 2022.

Recology respectfully requests that the City approve MLK Day as a holiday under the Collection Agreement, with makeup collection to be handled in the same manner as King County Transfer Station holidays under Section 2.1.7 of the Collection Agreement.

By your signature below, we ask that you please approve this request, for 2022 and subsequent years.

Sincerely,

Keturah Brumfield
General Manager
Recology King County Inc.

Approved:

A handwritten signature in blue ink, appearing to read 'Michael Matthias', written over a horizontal line.

Michael Matthias
City Manager

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Recology King County Contract Extension



City Council Presentation
February 3, 2022
Dan Brewer and Laura Techico

Background

- ▶ Solid Waste and Recycling Contract Start: November 1, 2011
- ▶ Recology has been a collaborative partner with the City
- ▶ We have issued 2 – two year contract extensions
 - ▶ Provided for in the original contract



Partnership Highlights

- ▶ Monthly reports and meetings with City staff
- ▶ City facilities and events collections, outreach at farmers' market and City events, neighborhood reward program
- ▶ Coordination with Public Works on collection during inclement weather
- ▶ Curbside collection of hard-to-recycle items
- ▶ Annual outreach to commercial and multi-family customers
- ▶ Residential curbside garbage collection events
- ▶ Volunteer activities supporting the Des Moines Community

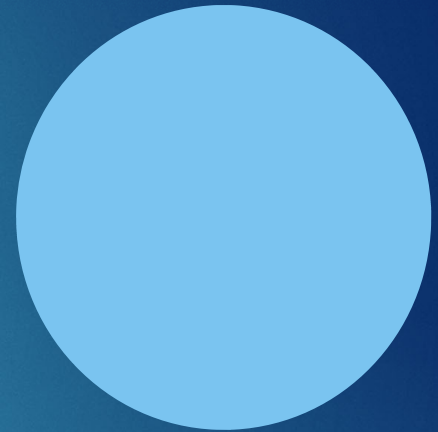


New Contract Timeline

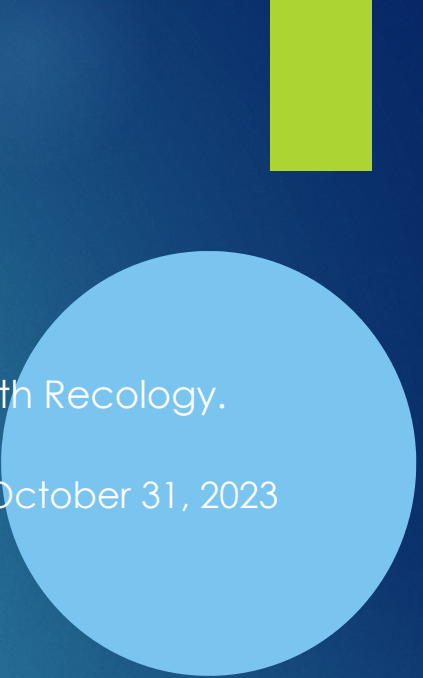
- ▶ Typically requires 24 months:
 - ▶ 12 months for outreach, RFP, Negotiations, etc.
 - ▶ 12 months for startup (equipment, hiring, training, communications)

The issue.....

- ▶ Current Contract Expires on October 31, 2022
 - ▶ 9 months from now
- ▶ Under normal circumstances:
 - ▶ Start the process in October 2020
 - ▶ Approve a new contract October 2021
 - ▶ Providing the 12 months for start up activities
- ▶ The City needs more time



Two Options:



Option 1:

- ▶ Approve a one year, no cost extension, and negotiate with Recology. Staff recommends this option.
 - ▶ The current contract would be extended and expire on October 31, 2023
 - ▶ Provides 21 months

Option 2:

- ▶ Approve a two year contract extension, with an 11% rate increase to occur on January 1, 2023, and negotiate with Recology.
 - ▶ The current contract would be extended and expire on October 31, 2024
 - ▶ Provides 33 months

Motions

- ▶ **Motion 1:** "I move to extend the existing Comprehensive Garbage, Recyclables and Compostables Collection Agreement with Recology King County by one year, and authorize the City Manager to sign the contract extension substantially in the form as attached."
- ▶ **Motion 2:** "I move to direct administration to negotiate with Recology King County for a new solid waste collection agreement."