

**Garbage, Recycling and Compostables
Service Contract**

City of Redmond and Recology King County Inc.

January 1, 2026 – December 31, 2035

Contents

1	DEFINITIONS	1
2	TERM	6
3	CONTRACTOR REPRESENTATIONS AND WARRANTIES	6
4	GENERAL COLLECTION REQUIREMENTS	7
4.1	SERVICE AREA	7
4.2	ANNEXATION	7
4.3	SERVICE TO RESIDENCES ON PRIVATE ROADS AND DRIVEWAYS	7
4.4	HOURS/DAYS OF COLLECTION	8
4.5	EMPLOYEE CONDUCT	8
4.6	DISABLED PERSON SERVICE	8
4.7	HOLIDAY SCHEDULES	9
4.8	INCLEMENT WEATHER AND OTHER SERVICE DISRUPTIONS	9
4.9	SUSPENDING COLLECTION FROM PROBLEM CUSTOMERS	10
4.10	MISSED COLLECTIONS	10
4.11	SAME-DAY COLLECTION	11
4.12	CONTAMINATION MONITORING	11
4.13	ROUTING, NOTIFICATION, AND APPROVAL	11
4.14	SPILLAGE	12
4.15	PILOT PROGRAMS	12
4.16	DISRUPTION DUE TO CONSTRUCTION	13
4.17	PERFORMANCE UNDER LABOR DISRUPTION	13
4.18	SAFEGUARDING PUBLIC AND PRIVATE FACILITIES	15
4.19	TRANSITION AND IMPLEMENTATION OF CONTRACT	15
4.20	HIRING PREFERENCE	16
5	PROCESSING AND DISPOSAL	16
5.1	REQUIREMENT TO RECYCLE AND COMPOST AND QUALITY ASSURANCE	16
5.2	DISPOSAL RESTRICTIONS	17
6	FLEET AND CONTAINER REQUIREMENTS	18
6.1	VEHICLE AND EQUIPMENT REQUIREMENTS	18
6.2	OPERATIONS BASE	19
6.3	GENERAL CONTAINER REQUIREMENTS	19
6.4	GARBAGE, RECYCLABLES, AND COMPOSTABLES CARTS	20
6.5	DETACHABLE CONTAINERS AND DROP-BOX CONTAINERS	21
6.6	CONTAINER OWNERSHIP	22
6.7	CONTAINER COLORS AND LABELING	23
6.8	CONTAINER WEIGHTS	23
6.9	CONTAINER REMOVAL UPON REDMOND OR CUSTOMER REQUEST	24
6.10	CONTAINER LOCKABILITY	24
7	SINGLE-FAMILY SERVICES	24
7.1	SINGLE-FAMILY GARBAGE COLLECTION	24
7.2	SINGLE-FAMILY RECYCLABLES COLLECTION	25
7.3	SINGLE-FAMILY COMPOSTABLES COLLECTION	26
8	MULTIFAMILY AND COMMERCIAL SERVICES	27

8.1	MULTIFAMILY AND COMMERCIAL GARBAGE COLLECTION	27
8.2	MULTIFAMILY AND COMMERCIAL RECYCLABLES COLLECTION	28
8.3	MULTI-FAMILY AND COMMERCIAL COMPOSTABLES SERVICES.....	29
9	OTHER COLLECTION SERVICES	30
9.1	DROP-BOX CONTAINER GARBAGE COLLECTION	30
9.2	TEMPORARY (NON-EVENT) CONTAINER CUSTOMERS	31
9.3	SPECIAL EVENT SERVICES.....	31
9.4	ON-CALL BULKY WASTE AND SPECIAL ITEM COLLECTION	32
9.5	EXCLUDED SERVICES.....	33
10	CITY SERVICES.....	33
10.1	MUNICIPAL SERVICES	33
10.2	CITY-SPONSORED COMMUNITY EVENTS.....	34
10.3	STREET LITTER, RECYCLING, COMPOSTABLES, AND CLEANING SERVICES.....	34
11	CUSTOMER SERVICE	35
11.1	CUSTOMER SERVICE FUNCTIONS.....	35
11.2	FULL KNOWLEDGE OF GARBAGE, RECYCLABLES, AND COMPOSTABLES PROGRAMS REQUIRED.....	35
11.3	CUSTOMER SERVICE LOCATION, HOURS, AND STAFFING.....	36
11.4	SERVICE RECIPIENT COMPLAINTS AND REQUESTS	37
11.5	HANDLING OF CUSTOMER CALLS	37
11.6	CUSTOMER SERVICE MONITORING AND CORRECTIVE MEASURES	37
11.7	CONTRACTOR WEBSITE.....	38
11.8	CUSTOMER COMMUNICATIONS.....	39
11.9	CUSTOMER BILLING RESPONSIBILITIES.....	39
11.10	SERVICE STOPS.....	41
12	COORDINATION WITH CITY	41
12.1	CITY CUSTOMER SERVICE	41
12.2	SITE PLANNING AND BUILDING DESIGN REVIEW	41
12.3	PERFORMANCE REVIEW	42
12.4	CONTINUAL MONITORING AND EVALUATION OF OPERATIONS.....	42
12.5	EMERGENCY RESPONSE	43
12.6	REPORTING	43
12.7	PROMOTION AND EDUCATION	45
12.8	TRANSITION TO THE NEXT CONTRACTOR	49
13	COMPENSATION	49
13.1	COMPENSATION TO THE CONTRACTOR.....	49
13.2	COMPENSATION TO REDMOND	51
13.3	COMPENSATION ADJUSTMENTS.....	51
13.4	CHANGE IN LAW	54
14	FAILURE TO PERFORM, REMEDIES, TERMINATION	54
14.1	PERFORMANCE FEES	54
14.2	CONTRACT DEFAULT	57
15	GENERAL TERMS.....	58
15.1	NOTICES	58
15.2	COLLECTION RIGHTS.....	59
15.3	ACCESS TO RECORDS	59
15.4	INSURANCE.....	60

15.5 PERFORMANCE BOND62

15.6 INDEMNIFICATION.....62

15.7 CONFIDENTIALITY OF INFORMATION63

15.8 ASSIGNMENT OF CONTRACT63

15.9 LAWS TO GOVERN/VENUE64

15.10 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS64

15.11 PERMITS AND LICENSES65

15.12 RELATIONSHIP OF PARTIES65

15.13 CONTRACTOR’S RELATIONSHIP WITH CUSTOMERS65

15.14 BANKRUPTCY66

15.15 RIGHT TO RENEGOTIATE/AMEND.....66

15.16 FORCE MAJEURE66

15.17 SEVERABILITY/ILLEGAL PROVISIONS67

15.18 WAIVER.....67

15.19 INCORPORATION OF CONTRACTOR’S PROPOSAL IN RESPONSE TO REDMOND’S RFP67

15.20 DISPUTE RESOLUTION.....67

15.21 ENTIRETY68

- EXHIBITS**
- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example

This Garbage, Recycling, and Compostables Services Contract (hereafter, "Contract") is entered into this _____ day of _____, 2024 (hereafter the "Date of Execution"), by and between the City of Redmond, a municipal corporation (hereafter "Redmond"), and Recology King County Inc. (hereafter "Contractor"), and collectively the "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

1 DEFINITIONS

The following definitions apply to terms used in this Contract:

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

Bulky Waste: Discrete items of Garbage of a size or shape that precludes collection in regular collection Containers. Bulky Waste includes large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines, or dryers), water heaters, furniture (such as chairs, tables, shelves, cabinets, or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete, separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, Unacceptable Waste, or stumps.

Can: A receptacle that is a Customer-provided water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side. Owners shall keep all Cans rodent and insect-resistant and sanitary.

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

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

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

Composite Disposal Fee: A combined per ton fee based on the sum of the Contractor's Fixed Annual Charge from the County, allocated per ton based on the County's projected Redmond disposal tons, plus the County Tipping Fee per ton.

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

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

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

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

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

County/county: King County in Washington State.

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

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

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

Date of Commencement of Service/Effective Date: January 1, 2026, the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

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

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

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

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

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

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

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

Fixed Annual Charge: The charge related to Garbage disposal that is assessed on the Contractor by the County on an annual basis that is allocable to the City Service Area.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or compostable food-service products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition, and construction wastes, small dead animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that Customers place in appropriate Containers, bags, or other receptacles for the Contractor's collection and disposal. "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables. Needles or "sharps" used to administer or ingest

medication can be included in the definition of "Garbage" if placed within a sealed, secure container as agreed by the Parties, consistent with the current County sharps policy.

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

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and
- C. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

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

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

Multifamily: A multiple-unit Residence with five (5) or more attached or unattached dwellings billed collectively for collection service with shared Containers, or individual Containers for each Residence, where approved by Redmond.

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

Party/Parties: Either Redmond or the Contractor.

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

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

Redmond: The City of Redmond, King County, Washington. As used in the Contract, it includes the official of the City holding the office of Public Works Department Director, or their designated representative.

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

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

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

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

Service Area: The initial service area boundaries shall be a portion of the corporate boundaries of Redmond, which are currently shown in Exhibit A. In the event of a change to the corporate boundaries of Redmond, the Service Area may be changed under Section 4.1.

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

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

State/state: The State of Washington.

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

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

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

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

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

WUTC: Washington Utilities and Transportation Commission.

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

2 TERM

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

3 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* Under state laws, the Contractor is duly incorporated, validly existing, and in good standing. It has all requisite corporate power and authority to enter and perform its obligations under this Contract.
- *Authority.* This Contract constitutes a valid, legally binding, and enforceable obligation of the Contractor. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost before the Effective Date any such licenses, permits, and other authorizations from federal, state, and other governmental authorities as are necessary for performing its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has examined all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area, it knows all Containers’ present placement and location. The Contractor represents and warrants that it is capable of collecting all Containers

from their present locations and providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4 GENERAL COLLECTION REQUIREMENTS

4.1 Service Area

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

4.2 Annexation

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

If additional territory is added to the Contract Service Area, Redmond acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and, therefore, shall not charge performance fees as outlined in Section 14.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

4.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this section. The Contractor shall use smaller limited-access service vehicles to service those Customers. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

If the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-family Residence Customers is impractical due to distance or unsafe conditions, the Contractor shall document the condition for Redmond and the Customer and provide safe and appropriate alternative service to the Customer.

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

4.4 Hours/Days of Collection

The Contractor shall make all collections between 7am and 6pm each weekday unless Redmond authorizes a temporary extension of hours or days. Redmond will grant ongoing exceptions for earlier commercial collection sites when requested by customers on case-by-case basis. Saturday Commercial and Multifamily collections shall be performed between 7am and 6pm. Single-family collection is allowed on Saturday consistent with holiday schedules (Section 4.7) and inclement weather schedules (Section 4.8). Collection before or after times specified in this section shall be cause for performance fees as described in Section 14.1.

4.5 Employee Conduct

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

While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer and carry photo identification on their person. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with a property that does not concern them or their task.

At Redmond's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, utilities, or Redmond's police or fire departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

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

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

4.6 Disabled Person Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member can place Containers at the Curb. Such carry-out service shall be provided at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of the City's disabled residents when determining whether a household

member is unable to place Containers at the Curb. These criteria shall comply with all federal, state, and local regulations and shall be subject to the City's review and approval before program implementation.

4.7 Holiday Schedules

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

4.8 Inclement Weather and Other Service Disruptions

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

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

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

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

Customer program information shall include all holiday and weather/disruption policies. On each day of inclement weather or service delays, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by Redmond, notifying residents of the

modification to the collection schedule. The Contractor shall use automated dialing services, email, or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or opting out of communications. The contractor shall update their website and any Redmond-specific social media account(s) with disruption-related messaging and provide Redmond with appropriate social media language as soon as possible, but at least by 8:00 am. If disruptions occur after 8:00 am, the Contractor shall update their website and any Redmond-specific social media account(s) with disruption-related messaging and provide Redmond with social media appropriate language social media accounts within one (1) hour of a decision to change collection plans.

4.9 Suspending Collection from Problem Customers

Redmond and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers, threatening or intimidating behavior toward the Contractor, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

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

4.10 Missed Collections

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

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

Such records shall be made available for inspection upon request by Redmond, and the information shall be included in monthly reports. See Reporting requirements set forth in Section 12.6.

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

4.11 Same-Day Collection

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

4.12 Contamination Monitoring

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that significant contamination is reasonably apparent in the Container, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through a photograph(s) or video recording technology on collection vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling. Additional Contractor follow-up regarding customer contamination is described in Section 12.7.

4.13 Routing, Notification, and Approval

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

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

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

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from non-Service Area customers. Mixing

of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees as described in Section 14.1.

4.14 Spillage

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

Any leakage or spillage of materials upon the road surface or right of ways that occur during collection, reported by the Contractor, Customers, or Redmond, shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, at Contractor's sole expense. The Contractor shall immediately notify Redmond of any spill events. All vehicles shall be equipped with spill response kits and all drivers shall be trained in spill response. Any associated spillage or leakage entering Redmond's municipal storm system shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, upon notification to the Contractor at its sole expense. The Contractor shall immediately notify the City-designated spill hotline of any spills to the ground surface or that enter the storm drainage system at (425) 556-2868. The Contractor shall document the leak, spillage, or fluid leakage, including taking pictures before and after clean-up or removal and shall provide this documentation to Redmond. The Contractor shall also report all spills and leakage to the appropriate city, state and/or federal agency as required by law.

Leakage or spillage not cleaned up or removed by the Contractor promptly shall be cause for performance fees, as described in Section 14.1, and may be subject to fines and penalties under the Redmond Municipal Code. The Contractor shall notify the designated Redmond contact if a leak or spill occurs during collection and expressly acknowledges it is solely responsible for any federal, state, or local violations that may result from any leak or spill.

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

4.15 Pilot Programs

During this Contract's term, Redmond may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology. Redmond shall notify the Contractor in writing at least ninety (90) days before it intends to implement a pilot program or utilize a new technology system on a partial or citywide basis or as negotiated between Redmond and Contractor. If Redmond deems the pilot a success and desires to incorporate the service or development represented in the pilot program in terms of this Contract, Redmond and Contractor agree to negotiate in good faith and following Section 15.21 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for implementation. The costs incurred or savings accrued by Redmond-initiated pilot programs shall be negotiated before implementation. Notwithstanding the foregoing or anything else in this Contract, Redmond shall not implement any pilot program that conflicts with the Contractor's exclusive rights granted by this Contract.

Contractor-initiated pilot programs shall require prior written notification to and written approval by Redmond. Contractor-initiated pilot programs shall be performed at no additional charge to Redmond or the Customers; however, costs incurred or savings accrued may be subject to negotiations before implementation at Redmond's request. The results of any Contractor-initiated pilot program shall be reported to Redmond in the monthly reports described in Section 12.6. The Contractor shall not be required to test or implement any pilot program, new technology, service, or development unless the terms and conditions (including any savings or additional compensation to the Contractor) have been mutually agreed in writing by the Parties.

4.16 Disruption Due to Construction

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

4.17 Performance Under Labor Disruption

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

1. The Contractor's specific staffing plan to cover Contract Services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to recover full operations within seven (7) days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes can continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. Redmond shall review these locations, after which Redmond shall approve or deny using specific locations in writing. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g., a wildcat strike) within seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep Redmond informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employment contracts with Contractor employees. If labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform Redmond within three (3) hours by phone and email of the

nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to Redmond via email the areas (per a detailed map) and customer counts of served and unserved customers by a material stream and service sector.

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

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

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

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

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

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

The performance fees listed 2 through 4 above are intended to apply to any complete work stoppage where the Contractor does not provide an alternative but substantially equivalent service by non-striking employees. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process, provided that Redmond may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with this section's Contractor-prepared Strike Contingency Plan shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to Redmond for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to Redmond within thirty (30) days of the Contractor's receipt of Redmond's invoice.

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

4.18 Safeguarding Public and Private Facilities

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

4.19 Transition and Implementation of Contract

The Contractor shall develop, with Redmond's input and prior written approval, and submit to Redmond no later than ninety (90) Days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall also specifically address how the Contractor intends to proceed in inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

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

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

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by Redmond at the Contractor's cost, and subject to Redmond's prior review and written approval and Redmond's final approval as to the method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and be printed on a minimum of thirty percent (100%) post-consumer recycled paper. The Contractor shall provide translations of all promotional, educational, informational, and outreach materials in Spanish, Chinese (simplified), Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Redmond will be provided at least two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for Redmond's prior review and written approval.

4.20 Hiring Preference

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

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

5 PROCESSING AND DISPOSAL

5.1 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or

Compostables) unless Redmond gives express prior written permission. The Contractor shall use processing facilities that:

1. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials.
2. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered.
3. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
4. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

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

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

5.2 Disposal Restrictions

Unless otherwise directed by Redmond, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for Redmond to comply with its Solid Waste Interlocal Agreement with the County), shall be delivered to the King County Disposal System in compliance with all County rules regarding such disposal.

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

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

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

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

6 FLEET AND CONTAINER REQUIREMENTS

6.1 Vehicle and Equipment Requirements

The Contractor shall use new 2024 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services under this Contract. Collection vehicles shall be fueled with renewable natural gas, fully electric, or other state-approved low carbon fuel. Support vehicles, such as those driven by management, route supervisors, and Container delivery (if feasible), shall be fully electric.

Back-up collection vehicles used fewer than thirty (30) days a calendar year shall not be subject to the age requirement that applies to regularly used vehicles but shall be: (i) presentable, (ii) in safe working order, (iii) not leak fluids, and (iv) subject to all other conditions of this section. The accumulated annual use of individual backup vehicles shall be reported in the Contractor's monthly report.

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

Collection vehicles shall be maintained in good condition at all times, including but not limited to being clean and sanitary and thoroughly washed at least weekly. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all following current statutes, rules, and regulations. Collection vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of Redmond. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, State, and local safety requirements and be in a condition satisfactory to Redmond. Hydraulic fluids shall be non-petroleum based. All collection vehicles shall have variable tone or proximity-activated reverse movement backup alarms.

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

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle, which clearly indicate the vehicle inventory number. The Customer Service phone

number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, locations, and phone numbers shall be subject to Redmond's approval.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, Customer Service phone number, and website address unless otherwise previously approved in writing by Redmond. Special promotional messages may be permitted, upon Redmond's prior written approval. Redmond's approval shall be in writing and solely within Redmond's discretion. In addition, any Contractor vehicle regularly used in Redmond shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example, B-1, B-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All Contractor collection, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment to reach all collection areas. Collection vehicles shall also be equipped with backup and route-recording cameras integrated with their onboard route management system.

All collection vehicles shall have global positioning systems (GPS) and an onboard computer and data tracking system to track route progress and log non-setouts, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time. The Contractor shall provide Redmond, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in the performance of this Contract (including address and purpose of the facility).

The Contractor may change vehicles and facilities occasionally and shall include the revised inventory in the monthly report provided in Section 12.6. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. Redmond reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

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

6.2 Operations Base

The Contractor shall maintain a service base for storing and maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site.

6.3 General Container Requirements

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

Single-family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, except for compacting Drop-box Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Cans may be used for excess volumes of Garbage but not as a Customer's primary container.

In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to or unrequested removal of Customer-owned Containers.

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

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

6.4 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide twenty (20), thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. The Contractor shall make available wildlife-resistant Carts to requesting Customers at the additional surcharge provided for in Exhibit B.

Redmond shall transfer ownership of existing in-place Recycling Carts to the Contractor, and the Contractor shall re-label all carts no later than ninety (90) Days after the start of the Contract. All Carts shall be manufactured from at least fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, the Contractor shall replace the sticker within seven (7) days of being notified by the Customer or Redmond. Failure to provide Carts as described in this section shall be subject to Performance Fees as described in Section 14.1.

The Contractor shall maintain all Contractor-provided Carts in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement.

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

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

6.5 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install one (1), one and a half (1.5), two (2), three (3), four (4), six (6), and eight (8) cubic yard Detachable Containers, and ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), and forty (40) cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) business days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance and in a manner satisfactory to the Customer and for collection by the Contractor.

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

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

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

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) at the Contractor's expense before being supplied to a Customer who had not used them earlier. The Contractor shall re-label any Detachable Containers purchased from the prior Redmond service contractor no later than thirty (30) Days after the start of the Contract. The Contractor shall provide a fee-based On-call Detachable Container cleaning service to Customers.

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

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

Containers shall not be placed by the Contractor on any Public Street or other public right of way without prior approval from Redmond. As between Redmond and the Contractor, any Container located on any Public Street at any time is at the Contractor's risk, not Redmond's. Any Container located in a Public Street shall be removed within 24 hours upon Redmond's request.

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

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

6.6 Container Ownership

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

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

Redmond accepts Containers in their “as-is, where-is” condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or warranty of merchantability. As between Redmond and the Contractor, Redmond assumes all risks of loss or liability on account of Redmond’s exercising of its rights under this section 6.6 or any use made of any such Containers after they become the property of Redmond or assignee of Redmond.

6.7 Container Colors and Labeling

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Single Family Compostables Carts shall be grey, and Carts and Detachable Containers for Garbage shall be green. Multifamily and Commercial compostable containers shall be green with yellow lids. Specific Container colors shall be approved in writing by Redmond before the Contractor’s order of new Containers.

All distributed Containers shall be labeled with instructional information and contact information, including a Customer Service phone number and website address. Redmond shall approve all labels before ordering by the Contractor. The label's location on Containers shall be subject to Redmond’s prior approval. Labels shall be replaced, when faded or damaged, upon Redmond’s or the Customer’s request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor shall reproduce and reaffix labels on all Containers at its sole expense.

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

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

6.8 Container Weights

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

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

6.9 Container Removal Upon Redmond or Customer Request

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

6.10 Container Lockability

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

7 SINGLE-FAMILY SERVICES

7.1 Single-Family Garbage Collection

7.1.1 Subject Materials

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

7.1.2 Garbage Containers

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

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

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

7.1.3 Specific Collection Requirements

The Contractor shall offer a weekly collection of Garbage at the Customer-chosen service level. Redmond retains the opportunity to direct the Contractor, with 6 months advance notice, to permanently change all weekly Single-family Residence services to every other week collection. Upon implementation of this change, the Contractor shall reduce the service charges for all Single-family

Customers by \$0.36 per month in 2024 dollars. This monthly discount will be adjusted to the implementation year based on the CPI inflation in Section 13.31.

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

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

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

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence Customer no less than one (1) business day before that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

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

7.2 Single-family Recyclables Collection

7.2.1 Recyclable Materials

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

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

7.2.2 Containers

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

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

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

7.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences regularly on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection Service.

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

7.3 Single-family Compostables Collection

7.3.1 Subject Materials

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

7.3.2 Containers

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

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

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

materials. Redmond shall approve the contents of the Contractor-purchased starter kit before distribution. Customers shall be limited to one starter kit per new Compostables service Customer.

7.3.3 Specific Collection Requirements

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

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

Upon direction from Redmond, for two (2) collection cycles immediately following a Redmond-designated storm event, up to ninety-six (96) additional gallons of Compostable storm debris shall be accepted with regular quantities of Compostables without additional charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. This service shall be limited to no more than five (5) events over the life of this Contract.

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

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

8 MULTIFAMILY AND COMMERCIAL SERVICES

8.1 Multifamily and Commercial Garbage collection

8.1.1 Subject Materials

The Contractor shall collect all Garbage placed on or near the Curb for disposal by Multifamily and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

8.1.2 Containers

Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and one (1) through six (6) cubic yard compacted Detachable Containers.

Containers shall be provided to Customers at no charge as part of service, except for compacting Containers or unless otherwise set forth in this Contract and directed by Redmond. The Contractor shall collect customer-owned or Customer-leased Detachable Container compactors unless the Container is incompatible with the Contractor's equipment.

Materials over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at rates set forth in Exhibit B. Extra charges may be assessed for materials loaded to lift

the Container lid in excess six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

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

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

8.1.3 Specific Collection Requirements

Commercial businesses with a physical location in the Service Area shall be required to use Garbage Service under this Contract. Collections from both Multifamily and Commercial Customers shall be made regularly on the same day and as close to a consistent time as possible.

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

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

8.2 Multifamily and Commercial Recyclables Collection

8.2.1 Subject Materials

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

8.2.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily and Commercial Customers requesting Containers. If requested by Redmond, the Contractor shall provide locked slotted lids for Detachable Containers for Recyclables at identified Multifamily sites.

The Contractor shall encourage and promote participation in Recyclables services and recommend appropriate relative Container sizes through its site visit and evaluation process. The Contractor shall

encourage using Detachable Containers instead of multiple Carts at Multifamily sites where more than one (1) cubic yard of Recycling capacity is provided unless constraints favor the use of Carts. For Garbage Drop-box customers, the maximum Commercial Recyclables service shall be collection of one (1) eight (8) cubic yard container per week. The Contractor shall deliver containers used for collecting Recyclables to requesting Customers within three (3) business days of the Customer's initial request.

8.2.3 Specific Collection Requirements

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

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

8.3 Multi-family and Commercial Compostables Services

The Contractor shall provide limited embedded Compostables Cart collection services to requesting Multifamily and Commercial Customers at no charge and subscription fee-based service for requested Detachable Containers and additional requested Carts. Customers may obtain Compostables collection services from any service provider.

8.3.1 Subject Materials

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

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

8.3.2 Containers

Containers shall be provided to participating Customers as part of their embedded or subscription-based services with no additional container delivery or rental charges. The Contractor shall offer regular thirty-two (32) or thirty-five (35) gallon, sixty-four (64) gallon, and ninety-six (96) gallon Compostable Carts and two (2) cubic yard or four (4) cubic yard Detachable Containers.

The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer request. Additional cleaning shall be available to Customers upon request at the charges listed

in Exhibit B. Compostables Carts shall be delivered by the Contractor to Multifamily and Commercial Customers within three (3) business days of a Customer's initial request.

8.3.3 Specific Collection Requirements

Embedded Multifamily and Commercial Customer Compostables service shall include weekly or twice a week collection from up to three 32/35 or 64 gallon Carts. Additional Carts or Detachable Containers shall be serviced as subscribed for and requested by the Customer.

At Commercial sites with multiple businesses, the Contractor shall provide the embedded service level for each business on the site, if requested by the Customer. At Multifamily sites, the Contractor shall provide the embedded service level for each garbage enclosure, if requested by the Customer.

Compostable shall be collected at least weekly. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time. Twice per week collections shall be spaced apart by two or three days.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Carts up to twenty-five feet (25') for collection at no additional charge.

Liner replacement fees may be assessed for customers that request Compostable liner replacement during servicing. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Cart over twenty-five feet (25') to reach the collection vehicle at its nearest point of access.

9 OTHER COLLECTION SERVICES

9.1 Drop-Box Container Garbage Collection

9.1.1 Subject Materials

The Contractor shall provide permanent Drop-Box Container Garbage collection services to Customers following the Customer's selected service level. For this section, a permanent Drop-Box Container Customer is a Customer who retains service for more than ninety (90) Days and has their Container hauled at least once per calendar month.

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for Recycling services of up to eight (8) yards per week per Section 8.2. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor will charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

9.1.2 Containers

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

9.1.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the call center receives the Customer's initial request before or at 10:00 a.m. and no later than the next business day if the call center receives the Customer's initial call after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer when collecting the full Drop-box Container. The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Containers by the Contractor to new and temporary Customers within one (1) business day of their initial request.

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

9.2 Temporary (Non-Event) Container Customers

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

9.3 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Carts to Customers sponsoring special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure compliance with Washington State event recycling requirements (under RCW 70A.200.100) and that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall coordinate their efforts with Redmond and provide such Customers and Redmond with a summary of the volumes of materials disposed of and diverted for recycling and composting.

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

9.4 On-call Bulky Waste and Special Item Collection

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

The Contractor shall provide up to one free Bulky Waste collection per Single-family residence per year, for up to 2,000 Single-family residences per calendar year in response to requests from such Single-family residences. The Contractor shall not be required to provide free Bulky Waste collection to Multifamily or Commercial customers. If Single-family requests exceed 2,000 per year, then Contractor and City will mutually agree on a service adjustment, which may include stopping free pickups for the remainder of the year, increasing the number allowed per year, billing the City for requests beyond 2,000 for the current year, or other mutually supported adjustments.

Each free Single-family bulky collection includes up to three pieces of Bulky Waste or up to one cubic yard of Garbage, provided that any individual item, bag, or box is no larger than three feet by three feet or weighs more than what can safely be lifted by two of the Contractor's employees. Additional Garbage will be collected on the Customer's next regular collection day and Bulky Items shall be collected on a date arranged between the Contractor and Customer.

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

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

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

The Contractor shall provide receiving containers (such as a Gaylord box) for no charge at up to 20 Multifamily sites during each year for collection of hard to recycle special items to be identified by the Contractor and the City, such as bagged textiles, cooking oil, and foam blocks. The sites will be serviced at a frequency mutually agreed by the Contractor and the City. Additional sites will be charged at the pickup fees listed in Exhibit B.

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

Redmond customers shall also have access to the Recology Store in Redmond, during regular business hours, for free drop off of hard to recycle items, including textiles, light bulbs, electronics, small appliances, batteries, cooking oil, foam blocks, small propane cylinders, bicycles and bike parts, and hard cover books; to receive additional service information, and to pay bills or receive in person customer service. The Contractor will lease, furnish, and staff their new Store, located in Redmond, beginning and open to the public no later than October 1, 2025.

The store will be open year-round for a minimum of forty hours per week, on a regular schedule, as mutually agreed by the Contractor and City. The City has the option to discontinue the store after December 31, 2030, and negotiate with the Contractor for Customer savings consistent with Contractor savings from closing the store, net of any costs incurred by the Contractor to close the store. The Contractor will ensure that no leases, investments, or commitments require the store to stay open past 2030 without concurrence from the City.

9.5 Excluded Services

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

10 CITY SERVICES

10.1 Municipal Services

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

The Contractor shall provide Garbage, Recyclables, and (as appropriate) Compostables collection to all Redmond municipal facilities and parks as a part of this Contract and at no additional charge. The Contractor shall provide on-call collection for batteries and Styrofoam or other hard to recycle at no charge to municipal facilities identified by Redmond. As of the date herein, these facilities consist of the following:

Facility	Address
Senior and Community Center	8703 160 th Ave NE
Community Center at Marymoor Village	6505 176 th Ave NE
Public Safety Building	8701 160 th Ave NE
City Hall	15670 NE 85 th St
Farrel-McWhirter Park	19545 Redmond Rd
Old Fire Station	16510 NE 79 th St
Redmond Fire Department: Station 11	8450 161 st Ave NE
Redmond Fire Department: Station 12	4211 148 th Ave NE
Redmond Fire Department: Station 13	8701 208 th Ave NE
Redmond Fire Department: Station 14	5021 264 th Ave NE
Redmond Fire Department: Station 15	4200 228 th Ave NE
Redmond Fire Department: Station 16	NE 65 th and 185 th Ave NE
Redmond Fire Department: Station 17	16917 NE 116 th St
Redmond Fire Department: Station 18	
Grass Lawn Park	7031 148 th Ave NE

Hartman Park	17300 NE 104 th St
Idylwood Park	3650 West Lake Sammamish Parkway NE
Juel Park	18815 NE 116 th St
Maintenance Operations Center	18080 NE 76 th St
Conrad Olson Park	18860 NE 95 th St
Redmond Pool	17535 104 th St
Old Redmond Elementary School House	16600 NE 80 th St
Maintenance Operations Center Parks	18120 NE 76 th St
Sammamish River Business Park	90 th St
Downtown Park	
Perrigo Park	

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

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

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

10.2 City-Sponsored Community Events

The Contractor shall provide Garbage, Recycling, and/or Compostables services for City-sponsored events at no charge to Redmond or users. Container capacity shall be coordinated with event staff to ensure that the Contractor provides sufficient capacity and collection frequency. These events shall include, but not be limited to: Redmond Lights, Derby Days, and So Bazaar.

At any time during the term of this Contract, Redmond may add more sponsored community events in addition to those listed above, subject to the Contractor's approval for conflict of interest and compliance with laws, and provided that if Redmond adds more than one event every year, the Contractor may negotiate compensation for those additional events.

10.3 Street Litter, Recycling, Compostables, and Cleaning Services

The Contractor shall provide a collection of up to one hundred (100) on-street litter (Garbage), Recyclables, and/or Compostables Containers within the Redmond Service Area at no charge to the Redmond. Litter Containers shall be collected as Garbage, Recyclables Containers shall be collected as Recyclables, and Compostable Containers shall be collected as Compostables. The Contractor shall provide and install plastic liners for litter and Recyclables Containers and compostable liners for Compostable Containers.

On-street Containers shall be collected on the schedule set by Redmond for each Container. Collection frequency for each Container may be variable between five (5) times per week and every other week, at Redmond's option. Containers may be collected on either Commercial or Residential routes, provided that the Contractor times collection to minimize disruptions to traffic flow and does not service the litter containers during peak traffic times.

The Contractor shall provide scheduled and On-call collection for Containers at no charge to Redmond. If Redmond requests immediate collection of an overflowing Container, the Contractor shall collect that Container on the same day of notification, provided that notification is provided before 5:00 pm.

The Contractor shall provide street cleaning, litter abatement, and graffiti removal services for the fees listed in Exhibit B in response to on-call requests from Redmond or Customers, provided that relevant private property owners consent to the services being performed.

11 CUSTOMER SERVICE

11.1 Customer Service Functions

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

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

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

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

The Contractor's Customer Service representatives shall fully know all collection services available to Customers, including those available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector from where the Customer is calling. For existing Customers, the representatives shall explain new services and options and resolve

recycling issues, collection concerns, missed pickups, Container deliveries, disposal, and recycling options for items not accepted by the Contractor and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Garbage, Recyclables, and Compostables preparation specifications. The Contractor will forward Redmond-related policy questions to Redmond.

The Contractor shall provide Redmond with internal Customer Service representative training and support information specific to Redmond to allow Redmond to review and check information provided to Customer Service representatives and, in turn, provided to Customers. The Contractor's Customer Service representatives shall have instantaneous electronic access to Customer Service data and history to assist them in providing excellent Customer Service. Any revisions to these materials shall be approved in writing (email is acceptable) by Redmond before being used by Customer Service representatives.

11.3 Customer Service Location, Hours, and Staffing

Call center operations shall be based in the Puget Sound area. The Contractor's call center for Redmond customers shall be open and available with Customer Service representatives during Call Center Hours, defined as 7am to 7pm Pacific time for Monday through Friday, and 8am to 7pm on Saturday and Sunday. The Contractor shall maintain and staff a Recology Store in Redmond, as described in Section 9.4, to provide in-person customer service and bill pay support during regular hours for any Redmond customers. Holiday closures for Contractor customer service, call center, and store will be limited to collection holidays described in Section 4.7.

Customer calls shall be taken during these Call Center Hours by a person, not by voicemail. Outside of these Call Center Hours, the Contractor shall have an answering or voicemail service available to record messages from all incoming phone calls. The Contractor shall provide a local Customer Service number, with a Redmond exchange, and be able to uniquely track Contract answering performance on that line.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by Redmond. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for Redmond's use during all hours, including normal Office Hours, defined as 8am to 5pm Pacific time, Monday to Friday. Inability to reach the Contractor's staff using the emergency phone numbers shall be cause for performance fees under Section 14.1.

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

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

The Contractor shall provide additional staffing during the Transition and Implementation Period, especially from six (6) weeks before the Date of Commencement of Service, through the end of the fourth (4th) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Staffing levels shall be subject to Redmond's

prior review and approval during the Transition and Implementation Period. The Contractor shall receive no additional compensation for increased staffing levels during the Transition and Implementation Period.

11.4 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date, and manner of resolution of the complaint or service request in a computerized daily log. Any calls received through the Contractor's non-Call Center Hours voicemail or answering service shall be recorded in the log no later than the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

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

11.5 Handling of Customer Calls

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

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

11.6 Customer Service Monitoring and Corrective Measures

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

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

11.7 Contractor Website

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

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

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

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

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

The Contractor shall provide a knowledgeable and proficient communications manager among its local staff responsive to Redmond's request(s) for changes to the Contractor's website. The website design shall be usability tested and then submitted to Redmond for approval a minimum of three (3) months before the Date of Commencement of Service of this Contract, and then changes shall be subject to Redmond's prior approval throughout the term of this Contract. Changes requested by Redmond consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by Redmond of a textual nature that is related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of Container set-out) shall be implemented as soon as possible but not more than three (3) hours from of the time of the request. Changes requested by Redmond that include a graphical component must be implemented within five (5) Days of the time of the request.

The Contractor shall provide timely updates to the website and links to Redmond's website, regularly checking that all links are current. The website shall include the information requested by Redmond translated into Spanish, Chinese (simplified), Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Upon Redmond's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

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

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

11.8 Customer Communications

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

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

11.9 Customer Billing Responsibilities

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

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

The Contractor shall be responsible for the following:

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

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer Service, service levels, and billing history) database. The Contractor shall ensure that, at a minimum, a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide Redmond with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site, or electronic media upon request. Redmond shall have unlimited rights to use such account servicing database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or provide information to successor contractors.

Upon seven (7) days' written notice, the Contractor shall provide Redmond with a paper and/or electronic copy at Redmond'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.

During the Contract, Redmond may direct the Contractor, with 12 months' notice, to permanently transition customer service and billing functions to Redmond customer systems. Upon completions of this transition, Redmond will reduce monthly payments to the contractor by \$4600 per month in 2024 dollars. This reduction will be inflated from 2024 dollars to transition year, based on CPI adjustments in Section 13.3.1.

11.10 Service Stops

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

12 COORDINATION WITH CITY

12.1 City Customer Service

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

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

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

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

12.2 Site Planning and Building Design Review

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

12.3 Performance Review

Upon reasonable notice to the Contractor, Redmond may review the Contractor's performance under this Contract. If conducted, the performance review shall include but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer Service standards. The Contractor agrees to fully cooperate with the performance review and work with Redmond staff and consultants to ensure a timely and complete review process.

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

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

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

12.4 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with Redmond in person or via phone/video conference, at Redmond's option, weekly during the Transition and Implementation Period and monthly throughout the term of the Contract to discuss operational and Contract issues.

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

Redmond may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with Redmond by coordinating the Contractor's operations with Redmond's periodic monitoring to minimize inconvenience to Customers, Redmond, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer Service data, safety records, and other applicable information. Redmond's review of Contractor activities and records shall occur during normal Office Hours and be supervised by the Contractor's staff.

12.5 Emergency Response

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

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response and include such information in the monthly and annual reports required under Section 12.6. The Contractor shall maintain such records and documentation consistent with Redmond's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA) and, at Redmond's request, shall assist Redmond in developing any reports or applications necessary to seek federal assistance during or after a federally declared disaster.

12.6 Reporting

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

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

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

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

12.6.1 Monthly Reports

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

1. A log of all Customer complaints, including Customer name, property name, address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level/Container size and service frequency.
3. The Contractor's Customer Service phone system reports total call volume, total calls answered, call hold time, and average answer speed.

4. The website utilization report shows the total number of Customers managing their services online, the number of messages received on the website, site usage data, and other data or information as Redmond may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. Drop-box tonnage shall be separated and shall include the total number of hauls. The summary shall include program participation statistics, including a summary of Multifamily and Commercial participation in Recyclables and Compostable Services and set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g., appliances, etc.), reporting item counts are sufficient. The summary shall include the facilities' names for all materials and tonnage delivered to each facility.
6. Total billed revenue, and the disposal payments made to the County;
7. A description of any vehicle accidents, infractions, and reported leaks.
8. A description of any changes to collection routes, Containers, vehicles (including the identification of backup vehicles not meeting contract standards with the truck number and date of use), Customer Service, or other related activities affecting the provision of services.
9. Documentation of contractor procurement of state-certified low carbon fuel.
10. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
11. A list of Multifamily and or Commercial services initiated or dropped and the reason for discontinuing service.
12. A description of any promotion, education, and outreach efforts completed and planned, including outcomes from the Zero Waste Specialists and, where possible, samples of materials and a summary of any customer feedback or response.
13. A list of Multifamily and Commercial sites visited by outreach staff with property name, property contact, Contractor staff conducting the outreach, actions completed with dates, materials distributed, and quantity of contacts made, service changes made, and follow up required.
14. A description of Contractor activities and tonnages for Redmond's services and events.

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

12.6.2 Annual Reports

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

1. A consolidated summary and tabulation of the monthly reports described above.
2. A summary of all Recyclables and Compostables processed at each contracted processing facility, with total commodities produced, destination products and countries, and processing residues disposed of as Garbage. Summary of the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for

commodity values may be reported based on published market indices or local market prices for commodities sold.

3. A summary and discussion of the average per ton costs to sort and prepare commodities for sale (processing costs), not including consideration of revenues generated from commodity sales, and notice of any significant changes in processing costs, if any.
4. Summary of inbound contamination levels based on random audit and sampling of recycling loads from single-family, multifamily and commercial routes to assess the success of contamination reduction efforts.
5. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation and the volume of Recyclables and Compostables collection programs.
6. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
7. A discussion of promotion, education, outreach efforts, and accomplishments for the Zero Waste Specialists and for each sector.
8. An inventory of current collection vehicles and other major equipment, including model, year, make, VIN or serial number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
9. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 11.4. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
11. A sustainability report including sustainability initiatives on the regional or division level.

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

12.6.3 Ad Hoc Reports

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

12.6.4 Other Reports

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

12.7 Promotion and Education

The Contractor, at its own cost and at the direction and approval of the City, shall have primary responsibility for developing, designing, executing and distributing public promotion, education and outreach programs. The Contractor shall also have primary responsibility for providing annual service-oriented information and outreach to Customers, including providing on-site Commercial and Multi-

Family Recycling and Compostables technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling and composting promotions, education, and outreach programs at the direction of the City.

All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. The City will be given three (3) weeks advance notice and opportunity to review any materials or communications meant for distribution to Customers. All materials shall be printed on 100% post-consumer recycled paper and have sufficient copies to fulfill requests from Customers and Redmond. Electronic copies of materials shall be provided to Redmond and posted on the Contractor's website with a file size not exceeding 2 MB.

The Contractor shall designate two full-time Waste Zero Specialist working to support service and diversion outreach in Redmond. No later than October 15 of each year, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for Residential, Multifamily, and Commercial Customers, over the following year, including the focus and outcomes for the Waste Zero Specialists and any adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material design and text, as staff time allows; otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

The Contractor shall have available on their website transcreated educational materials about the proper disposal of Garbage, Recyclables, and Compostables for Single-Family Residential, Multi-Family and Commercial Customers, in Spanish, Simplified Chinese, Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Upon request by the Customer or the City, the contractor shall deliver transcreated materials to selected Customers.

Outreach to Single-Family Residential, Multi-Family and Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention, recycling and composting.

New Single-Family, Multi-Family and/or Commercial Customers shall receive a welcome packet of materials including the comprehensive service guide for their sector. Customers may choose an electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days.

12.7.1 Specific Outreach for Single-Family Customers

Each year, the Contractor, at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Single-Family Residence no later than December 31. The City shall have up to three (3) rounds of edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper sorting and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; winter weather and holiday collection information, contact information; and any other pertinent information.

12.7.2 Specific Outreach for Multifamily Customers

Each year, the Contractor, at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Multi-Family unit and property manager no later than December 31. The City shall have up to three (3) rounds of edits during development of the service guide. The service guide booklet shall include, at a minimum,

information on the proper sorting and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines, contact information; and any other pertinent information.

Contractor outreach specialists shall visit each Multifamily Customer that requests new Recyclables or Compostables services before Containers are delivered to discuss service location, training for onsite staff, and outreach to residents. The Contractor shall provide kitchen compost caddies and sample rolls of 3-gallon compostable bags, if requested by the Customer, at no charge.

The Contractor shall inspect all Multifamily Complex Customer Recycling Containers annually for contamination. The Contractor shall provide targeted outreach and custom-tailored consultations to Multifamily Complexes with low waste diversion and/or contamination issues. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly. Outreach plans, consultations and associated collateral must be approved by the City.

At the City's request, The Contractor shall contact, the manager or owner of Multifamily Property sites to encourage recycling and/or composting participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Multifamily Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property:

- Immediately provide the City with photo documentation of the contamination, along with a record of container size, location within the Multifamily Property, and other pertinent information.
- With City notification/coordination, work with the Multifamily Property to create a specifically tailored recycling and /or composting service plan (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as provide follow-up outreach as needed to achieve optimal participation and compliance.
- Distribute outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.
- With City notification/coordination, consider installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

12.7.3 Specific Outreach for Commercial Customers

Each year, the Contractor at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Commercial Customer and Business in the City no later than December 31. The City shall have up to three (3) rounds of edits during development of the service guide. The service guide booklet shall include, at a minimum,

information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines, contact information; and any other pertinent information.

Contractor outreach specialists shall visit each Commercial Customer that requests new Recyclables or Compostables services before Containers are delivered to discuss service location and training and outreach for onsite staff.

The Contractor shall inspect all Commercial Recycling Containers annually for contamination. The Contractor shall also provide targeted outreach and custom-tailored consultations to Commercial Customers with low waste diversion and/or contamination issues. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly. Outreach plans, consultations and associated collateral must be approved by the City.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to commercial customers. The Contractor shall coordinate with Commercial Customer site managers or owners to provide outreach to tenants in multi-tenant buildings, office parks, and strip malls and similar situations where Contractor services are shared among tenants. Contractor shall do this either upon request and/or to facilitate coming increased recycling or Recyclables and/or Compostables contamination reduction goals.

The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, training of business staff, tenants and property management staff, developing and covering the cost of providing stickers or laminated signage for interior collection containers, and delivering recycling guide flyers to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Commercial Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property:

- Immediately provide the City with photo documentation of the contamination, along with a record of container size, location within the Commercial Property, and other pertinent information.
- With City notification/coordination work with the Commercial Property to create a specifically tailored recycling and /or composting service plan (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as provide follow-up outreach as needed to achieve optimal participation and compliance.
- Consider installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

- Distribute outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.

12.8 Transition to the Next Contractor

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

If Redmond does not elect to retain the Contractor's Containers under Section 6.6, the Contractor shall remove any Containers for all services, or any portion of services provided under this Contract upon sixty (60) days' written notice from Redmond. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously to minimize Customer inconvenience.

Upon written request of Redmond at any time during the term of this Contract, the Contractor shall provide either Redmond or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to Redmond in Microsoft Excel format (or another Redmond-approved format) within seven (7) days of Redmond's request.

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

13 COMPENSATION

13.1 Compensation to the Contractor

13.1.1 Rates

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

The Contractor shall invoice drop box garbage customers the current Composite Disposal Fee amount, based on the applicable drop box container disposal charge increased by 12%.

These payments shall comprise the entire compensation due to the Contractor. Under no circumstance shall Redmond be responsible for money that the Contractor cannot collect.

The Contractor shall offer low income senior and low income disabled service discount per Redmond low income utility program, of 50% off the rates listed in Exhibit B. At least annually, Redmond will provide the Contractor with a list of eligible Redmond single family households that qualify for utility tax relief, consistent with Redmond Municipal Code 3.12.

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

Redmond is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract.

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

13.1.2 Itemization on Invoices

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

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

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

The County Composite Disposal Fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service.

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

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

13.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. Customers may have their service discontinued, and Containers recovered if the

Contractor provides the Customer with ten (10) days prior written notice that service will be discontinued for non-payment.

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

13.2 Compensation to Redmond

The Contractor shall pay Redmond an Administrative Fee of 5.5% on or before the twenty-fifth (25th) day of each month during the term of this Contract, starting the month following the initiation or revision of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

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

Redmond may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 13.3. Redmond shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided by October 1st of each year.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and taxes as described in Section 15.11, Permits and Licenses.

13.3 Compensation Adjustments

13.3.1 Initial and Annual CPI Collection Component Modification

Beginning January 1, 2026, the Contractor's collection fee components shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to Redmond for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2025.

The collection fee component of the Contractor's fees contained in Exhibit B, and the miscellaneous fees and service charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index mutually agreed by the Parties should the foregoing index become unavailable. There shall be an additional adjustment of one-half (0.5) percent for the rate years 2028, 2029, 2030 and 2031 as described below.

Adjustments shall be based on the percentage change in the HALF1 data point for the twelve (12) month period ending in June of the previous year, as described in Exhibit D, or, for the adjustment effective January 2026, the twenty-four (24) month period ending in June of the previous year.

The initial adjustment to the Contractor's collection and miscellaneous charges, effective January 2026, shall be equal to the percentage change in the CPI HALF1 for the period ending June 2025, relative to the CPI HALF1 for period ending June 2023.

The annual adjustment to collection and miscellaneous charges effective January 2027, shall be equal to the percentage change in CPI HALF1 index for the period ending June 2026 relative to the CPI HALF1 for the period June 2025.

The annual adjustments, for collection and miscellaneous charges effective January 2028, 2029, 2030 and 2031 shall be equal to the sum of one hundred percent of the annual change in CPI HALF1 for the period ending the prior June, as described in the preceding sentence, plus one-half (0.5) percentage points.

The annual adjustment to collection and miscellaneous charges effective January 2032, and all subsequent years, shall be equal to the annual percentage change in CPI HALF1 index for the period ending the prior June 30, with no additional percentage points.

The CPI adjustment shall not exceed five percent (5%) per year for the rate adjustments that are effective January 2026, 2027, 2032, and all subsequent years. The total CPI adjustment, including the additional one-half (0.5) percentage point, shall not exceed five and one-half percent (5.5%) per year for the rate adjustments effective January 2028, 2029, 2030, and 2031. If the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged. Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

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

Adjustments under this Section 13.3.1 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall be truncated and not be considered when making adjustments.

13.3.2 Changes in Disposal Fees and Charges

Beginning January 1, 2026, for the initial service year, and for all subsequent service years, annual adjustments shall be made to the 2024 disposal fees reflected in the Exhibit B customer charges. The disposal fees shall be adjusted by one hundred percent of the percentage change in the per ton Composite Disposal Fee, calculated as set forth in Exhibit D and based on changes in Tipping Fee, Fixed Annual Charge, and the total tons of Garbage allocated to Redmond under the King County Disposal System, as provided by the County to the Contractor, no later than September 1st each year. If the County increases their Tipping Fee prior to January 1 of any service year, then the Composite Disposal Fee shall be adjusted commensurate with the new Tipping Fee effective date. The Fixed Annual Charge Adjustments described in this Section 13.3.2 and in Exhibit D may be revised upon the Parties' mutual written agreement at any time during the term of this Contract to improve alignment between Customer and Contractor obligations.

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

13.3.3 Changes in Disposal or Compostables Processing Sites

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

13.3.4 Recycling Commodity Value

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

13.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or state taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs over ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to Redmond. The Contractor and Redmond shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the amount and the method of adjustment. "New or changes in existing taxes," as contemplated by this section, shall not include changes in the law under Section 13.4.

13.3.6 Changes in Service Provision

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

13.4 Change in Law

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

14 FAILURE TO PERFORM, REMEDIES, TERMINATION

Redmond expects high levels of Customer Service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and Contract default for more serious lapses in service provision. Section 14.1 details infractions subject to performance fees and Section 14.2 details default provisions and procedures.

14.1 Performance Fees

Redmond reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor's compliance with the provisions and requirements of this Contract. If Redmond's inspection and/or reviews reveal that the Contractor has failed to perform any duties of this Contract satisfactorily, Redmond shall present an incident report to the Contractor detailing such unsatisfactory performance. The Parties agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to perform its duties under this Contract satisfactorily. Redmond and the Contractor agree that Redmond's damages would be difficult to calculate in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by Redmond as a result of the Contractor's failure to perform its duties under this Contract satisfactorily. The performance fees in Section 14.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.17. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include the following:

	Action or Omission	Performance Fees
1	Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Effective Date.
2	Collection before or after the times specified in Section 4.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per vehicle on each route.

	Action or Omission	Performance Fees
3	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations.	One hundred dollars (\$100) per Customer site, not to exceed five hundred dollars (\$500) per vehicle daily.
4	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions). A block segment is defined as one side of a street, between cross streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day.
5	Failure to provide temporary drop box sites for residences during prolonged service interruption due to weather as required in Section 4.8	Five hundred dollars (\$500) per day
6	Failure to collect missed materials within one (1) business day of notification.	One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle.
7	The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes.	One thousand dollars (\$1,000) per Customer per day.
8	Rejection of Garbage, Recyclables, or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per Customer per day.
9	Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date.	One hundred dollars (\$100) per Customer per day.
10	Failure to include Redmond-authorized instructional/promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-family Residences or failure to affix required Redmond-authorized labels on Containers.	One hundred dollars (\$100) per Container.
11	The use of outdated or unauthorized labels or lack of required labels on Contractor-provided Containers.	One hundred dollars (\$100) per Container.
12	Failure to maintain clean, sanitary, and properly painted and labeled Containers.	Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection.
13	Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) per collection day that the Container is not replaced.
14	Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify Redmond within	Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs.

	Action or Omission	Performance Fees
	two (2) hours, of Contractor knowledge of such release.	
15	Redmond observed or customer photographed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, inspection, clean-up costs, and potential code fines/penalties.
16	Failure to maintain Contract-compliant vehicles.	Two Hundred and fifty dollars (\$250) per vehicle, up to a maximum of two thousand five hundred dollars (\$2,500) per inspection.
17	Failure to properly use an authorized switchable placard or nameplates.	One hundred dollars (\$100) per placard per vehicle per day.
18	Failure to separate collection of materials from Service Area Customers from non-Service Area customers.	Five thousand dollars (\$5,000) per route per day.
19	Failure to meet Customer Service answer and on-hold time performance requirements.	Two hundred fifty dollars (\$250) per day.
20	Failure to meet the service and performance standards listed in Section 11.5 of this Contract, outside of the Customer service answer and on-hold time, for two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days.
21	Failure to provide accurate information to Customers by Customer Service staff, including inappropriately directing Customers to contact Redmond.	One hundred dollars (\$100) per Customer.
22	Failure to include accurate and/or required information on the Contractor's website.	Two hundred-fifty dollars (\$250) per day.
23	Failure to provide the required annual, monthly, or weekly reports on time.	Five hundred dollars (\$500) per day past the deadline.
24	Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per occurrence.
25	Inability to reach the Contractor's staff via the emergency phone number.	Two hundred-fifty dollars (\$250) per day.
26	Failure to fulfill contract requirements not otherwise addressed.	One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to Redmond.
27	Failure to pay Administrative Fee by the 25 th of the month as required in Section 13.2.	One thousand dollars (\$1000) per day.

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

If assessed during a given month, Redmond shall invoice the performance fees in writing to the Contractor. The Contractor shall pay the invoice within thirty (30) days of billing. Failure to pay

performance fees shall be considered a breach of Contract and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

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

14.2 Contract Default

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

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables or fails to provide any portion of service under the Contract on the Effective Date or for more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 4.8 or Section 15.16.
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by Redmond, county, or any federal, state, or other regulatory body to collect materials under this Contract or comply with any environmental standards and regulations.
3. The Contractor's noncompliance creates a nuisance or hazard to public health or safety or the environment.
4. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes in a landfill or incinerated at an incinerator or energy recovery facility without the prior written permission of Redmond.
5. The Contractor fails to make any required payment to Redmond, as specified in this Contract.
6. The Contractor is assessed performance fees under Section 14.1 over fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption under Section 4.17.
8. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract as described in Sections 15.7 and 15.4.

Redmond reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, Redmond shall give the Contractor ten (10) days' prior written notice of its intent to exercise its rights, stating the reasons for such action; however, if an emergency arises (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, Redmond shall promptly notify the Contractor of its intent to exercise its rights.

If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to Redmond (in Redmond's sole discretion) to remedy the stated reason and the efforts continue in good faith, Redmond may opt not to exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period or does not undertake efforts satisfactory to Redmond to remedy the stated reason, Redmond may, at its option, immediately terminate this Contract.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to Redmond for noncompliance, and fails to correct the same, Redmond, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. Redmond shall send a copy of the notice to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees to discontinue the services provided under this Contract promptly. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that Redmond has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

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

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

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

15 GENERAL TERMS

15.1 Notices

Routine communications between the Contractor and Redmond's contract manager shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership, non-routine rate requests, or Contract default shall be emailed and provided in writing, personally served, or mailed (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by either Party, in writing, from time to time:

Redmond

Public Works Director
15670 NE 85th St MS 2NPW
PO Box 97010
Redmond, WA 98073-9710

Contractor

General Manager
Recology King County
801 South Fidalgo Street, Suite 100
Seattle, WA 98108

15.2 Collection Rights

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

When asked by the Contractor, to the degree that Redmond finds it reasonable, Redmond may make a good faith effort to protect the Contractor's exclusive rights under this Contract; however, Redmond shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the Contractor's exclusive rights unless Redmond determines that it the institution of or joinder in such litigation is necessary.

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

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

15.3 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and Service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by Redmond. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing Contract records that are prepared following Generally Accepted Accounting Principles, reflecting the Contractor's Services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted Services provided under this Contract. Redmond shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 15.7.

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

15.4 Insurance

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

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

15.4.1 Minimum Scope of Insurance

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

1. Automobile Liability insurance covers all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for cargo transportation and an MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of Redmond. Redmond shall be an additional insured under the Contractor's Automobile Liability insurance policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from an explosion, collapse, or underground property damage. Redmond shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy concerning the work performed for Redmond, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance coverage covers any bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. Redmond shall be named an additional insured under the Contractor's Pollution Liability insurance policy.

15.4.2 Minimum Amounts of Insurance

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. A combination of primary and umbrella policies may achieve limits.

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

15.4.3 Other Insurance Provisions

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

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

15.4.4 Acceptability of Insurers

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

15.4.5 Verification of Coverage

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

15.4.6 Subcontractors

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

15.5 Performance Bond

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

15.6 Indemnification

15.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless Redmond, its elected and appointed agents, board and commission members, council, counsel, directors, employees, officers and officials, representatives, and volunteers ("Redmond Representatives") from any and all third-party claims or suits and any awards, costs, damages, judgments, liability, or payments resulting from such actions, claims, or lawsuits for damage, harm, injury, pain, or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, officers or officials, representatives, or subcontractors (of any tier) in the performance of this Contract and any rights granted hereunder.

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

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

This indemnity under subsection 15.6.1 includes each of the following to the extent the same is caused by the Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

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

15.6.2 Process

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

The Parties have mutually negotiated the provisions contained herein. Solely to the extent required to enforce the indemnification provisions of this Section 15.6.2, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

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

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

15.7 Confidentiality of Information

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

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

15.8 Assignment of Contract

15.8.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing each Contractor's sureties' prior written approval and providing at least thirty (30) day's prior written notice to Redmond of such assignment or pledge together with a copy of each surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any contractual obligations or liabilities. The requirements of this section shall not apply to the grant of a

general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

15.8.2 Assignment, Subcontracting, and Delegation of Duties

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

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

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

15.8.3 Change of Trade Name

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

15.9 Laws to Govern/Venue

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

15.10 Compliance with Applicable Laws and Regulations

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

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

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

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

15.11 Permits and Licenses

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

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

15.12 Relationship of Parties

Redmond and Contractor intend that this Contract shall create an independent contractor relationship. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed Redmond Representatives as defined in Section 15.8.1 above.

15.13 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included

in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. Upon Redmond's request, the Contractor shall provide Redmond with a detailed list of all such separate agreements with Customers. Redmond may, at its sole option, regulate similar or identical services in the successor to this contract.

15.14 Bankruptcy

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

15.15 Right to Renegotiate/Amend

Redmond shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, county rule changes, state or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to county disposal services. Redmond may also renegotiate this Contract should voters reject any state, county, or city rate or fee associated with the Contract be held illegal or any increase thereof. In addition, the Contractor agrees to renegotiate in good faith with Redmond in the event Redmond wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.15, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

15.16 Force Majeure

Provided that the requirements of this section are met, the Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if the Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and the Contractor could not have prevented that through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only for the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring concerning any activity

performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If, as a result of a Force Majeure event, the Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify Redmond by phone and email, on or promptly after the Force Majeure is first known, followed within seven (7) Days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on Redmond and Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event occurs, the Contractor, as promptly and reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if, due to a Force Majeure event, the Contractor cannot wholly or partially meet its Contractual obligations, the Contractor shall notify all Customers regarding the disruption in collection service consistent with the notification required in the case of inclement weather under Section 4.8.

15.17 Severability/Illegal Provisions

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

15.18 Waiver

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

15.19 Incorporation of Contractor's Proposal in Response to Redmond's RFP

The Contractor's Proposal, dated January 11, 2024, submitted in response to Redmond's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, Customer Service staffing and approach, processing abilities, and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

15.20 Dispute Resolution

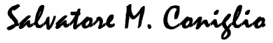
The Parties shall attempt to resolve all disputes to the mutual satisfaction of both parties through good faith discussions. Throughout a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved following other provisions of this Contract or through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

15.21 Entirety

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

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

RECOLOGY KING COUNTY INC.

DocuSigned by:

By 444C41D60A26433...
Salvatore M. Coniglio
Chief Executive Officer

CITY OF REDMOND

Signed by:

By 5D9FC872714C4E4...
Angela Birney
Mayor

Attested:

DocuSigned by:

By 98907E6B50CB428...
City Clerk

Approved as to Form:

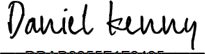
DocuSigned by:

By DDAD3355F1F2425...
City Attorney

EXHIBIT A - Service Area Map

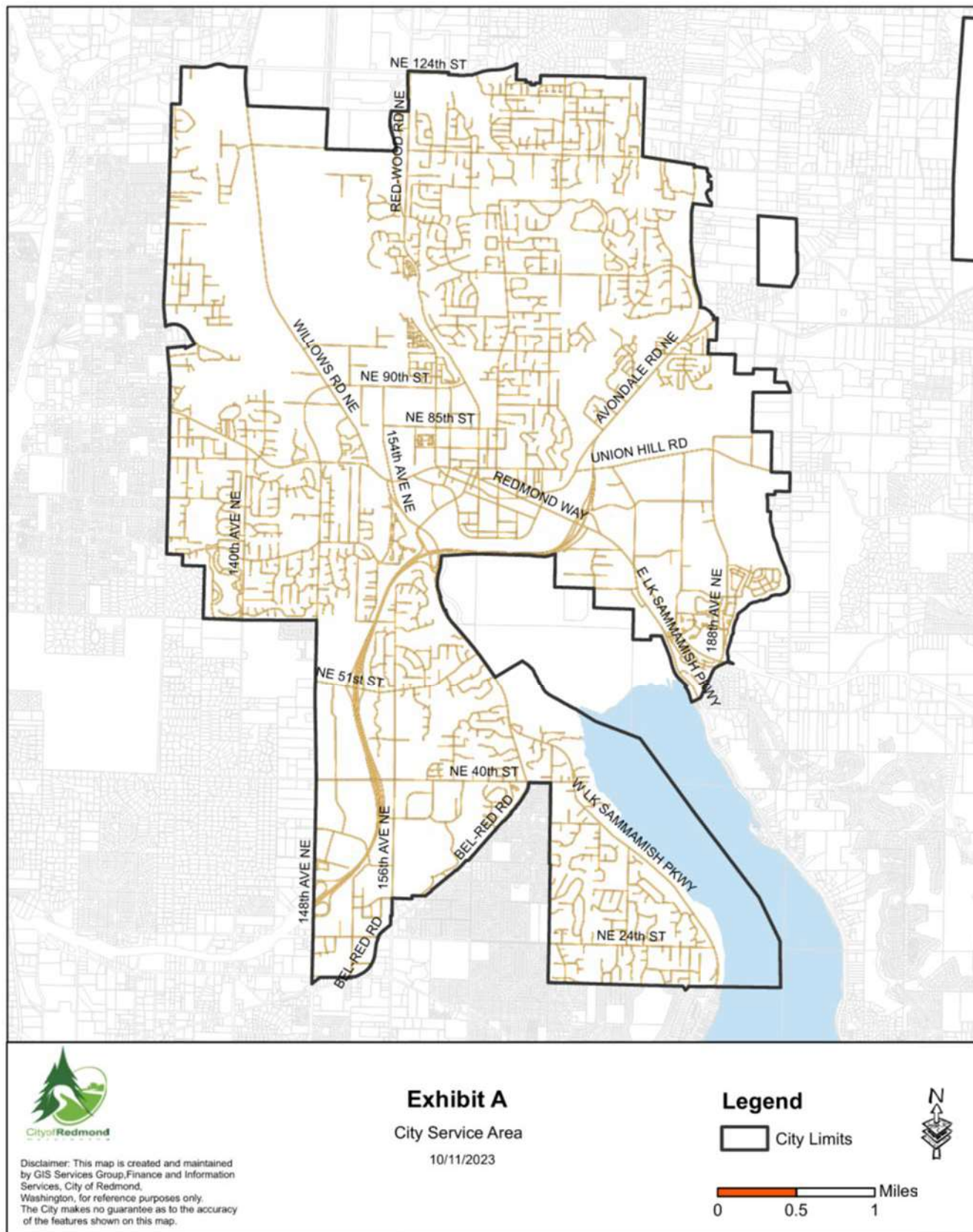


EXHIBIT B - Contractor Rates (2024\$)

Residential Curbside Services	Disposal	Collection	Total
Monthly Service (\$/Month)			
32/35 Gallon Monthly Garbage Cart	\$0.86	\$6.66	\$7.52
Weekly Services (\$/Month)			
10 Gallon Garbage Cart	\$1.81	\$9.78	\$11.59
20 Gallon Garbage Cart	\$3.62	\$14.45	\$18.07
32/35 Gallon Garbage Cart	\$6.19	\$18.61	\$24.80
64 Gallon Garbage Cart	\$10.88	\$37.36	\$48.24
96 Gallon Garbage Cart	\$16.33	\$58.58	\$74.91
Extra Garbage Cans/Bags (\$/32 Gal. Unit)	\$1.43	\$5.38	\$6.81
Compostables Services			
Extra Compostables, Cans/Bags (\$/32 Gal. Unit)		\$3.89	\$3.89
Extra Weekly Compostables Cart & Service (\$/Month)		\$7.79	\$7.79
Miscellaneous Cart Services			
Return Trip (\$/Pickup)		\$7.79	\$7.79
Roll-out Charge, Per 25 Feet (\$/Month)		\$3.89	\$3.89
Drive-in Charge (\$/Month)		\$5.84	\$5.84
Wildlife-Resistant Carts (\$/Month)		\$2.92	\$2.92
Cart cleaning (\$/Event)		\$9.74	\$9.74
Redelivery of All Carts After Service Cancel (\$/Event)		\$19.49	\$19.49
On-Call Bulky Waste Collection (\$/Unit)			
White Goods, Except Refrigerators		\$38.98	\$38.98
Refrigerators & Freezers		\$58.47	\$58.47
Mattresses, Sofas & Chairs		\$43.85	\$43.85
Tires		\$9.74	\$9.74
Miscellaneous Garbage (\$/Cubic Yard)		\$29.23	\$29.23
MF & Commercial Carts			
Weekly Garbage Services (\$/Month)			
32/35 Gallon Garbage Cart	\$6.19	\$31.51	\$37.70
64 Gallon Garbage Cart	\$10.88	\$65.18	\$76.06
96 Gallon Garbage Cart	\$16.33	\$69.08	\$85.41
Extra Garbage Cans/Bags (\$/32 Gal. Unit)	\$1.43	\$5.38	\$6.81
Weekly Compostables Service (\$/Month)			
Extra Weekly Compostables Cart, 64 gallon		\$13.74	\$13.74
Extra Weekly Compostables Cart, 96 gallon		\$15.85	\$15.85
Weekly Compostables, 2 cubic yard container		\$67.59	\$67.59
Weekly Compostables, 4 cubic yard container		\$135.26	\$135.26
Weekly lining of Compostables Cart, per month		\$4.87	\$4.87
Extra Compostables Cans/Bags (\$/32 Gal. Unit)		\$3.89	\$3.89
Miscellaneous Fees			
Locking/Unlocking Garbage Cart or Enclosure (\$/Month)		\$4.87	\$4.87
Return Trip (\$/Pickup)		\$11.69	\$11.69

Carry-out Charge, Per 25 Feet (\$/Month)	\$3.89	\$3.89
Drive-in Charge (\$/Month)	\$5.84	\$5.84
Cart Cleaning (\$/Event)	\$9.74	\$9.74
Redelivery of Carts After Service Cancelled (\$/3 Carts)	\$19.49	\$19.49
MF & Commercial Permanent Detachable Containers	Disposal	Collection
Compacted Detachable Containers (\$/Month/Weekly Pickup/Container)		Total
2 Cubic Yard	\$228.24	\$378.18
3 Cubic Yard	\$342.34	\$536.41
4 Cubic Yard	\$456.46	\$680.07
6 Cubic Yard	\$684.69	\$1,012.45
1 Cubic Yard Uncompacted Container (\$/Month)		
1 Pickup/Week/Container	\$38.04	\$151.38
2 Pickups/Week/Container	\$76.09	\$272.20
3 Pickups/Week/Container	\$114.15	\$390.46
4 Pickups/Week/Container	\$152.20	\$510.42
5 Pickups/Week/Container	\$190.26	\$630.51
1.5 Cubic Yard Uncompacted Container (\$/Month)		
1 Pickup/Week/Container	\$57.05	\$211.16
2 Pickups/Week/Container	\$114.11	\$389.12
3 Pickups/Week/Container	\$171.16	\$561.27
4 Pickups/Week/Container	\$228.23	\$735.91
5 Pickups/Week/Container	\$285.28	\$910.64
2 Cubic Yard Uncompacted Container (\$/Month)		
1 Pickup/Week/Container	\$76.05	\$250.90
2 Pickups/Week/Container	\$152.12	\$464.47
3 Pickups/Week/Container	\$228.18	\$675.58
4 Pickups/Week/Container	\$304.25	\$880.44
5 Pickups/Week/Container	\$380.31	\$1,090.01
3 Cubic Yard Uncompacted Container (\$/Month)		
1 Pickup/Week/Container	\$114.11	\$344.90
2 Pickups/Week/Container	\$228.23	\$647.86
3 Pickups/Week/Container	\$342.34	\$947.24
4 Pickups/Week/Container	\$456.46	\$1,246.56
5 Pickups/Week/Container	\$570.58	\$1,545.87
6 Pickups/Week/Container	\$684.69	\$1,831.96
4 Cubic Yard Uncompacted Container (\$/Month)		
1 Pickup/Week/Container	\$152.16	\$416.51
2 Pickups/Week/Container	\$304.33	\$779.41
3 Pickups/Week/Container	\$456.50	\$1,137.72
4 Pickups/Week/Container	\$608.67	\$1,495.99
5 Pickups/Week/Container	\$760.85	\$1,840.72
6 Pickups/Week/Container	\$913.01	\$2,212.77
6 Cubic Yard Uncompacted Container (\$/Month)		
1 Pickup/Week/Container	\$228.23	\$486.33

2 Pickups/Week/Container	\$456.46	\$892.55	\$1,349.01
3 Pickups/Week/Container	\$684.69	\$1,292.82	\$1,977.51
4 Pickups/Week/Container	\$912.94	\$1,693.11	\$2,606.05
5 Pickups/Week/Container	\$1,141.17	\$2,093.44	\$3,234.61
6 Pickups/Week/Container	\$1,369.40	\$2,473.69	\$3,843.09
8 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$304.33	\$597.70	\$902.03
2 Pickups/Week/Container	\$608.67	\$1,104.41	\$1,713.08
3 Pickups/Week/Container	\$913.01	\$1,603.97	\$2,516.98
4 Pickups/Week/Container	\$1,217.36	\$2,103.55	\$3,320.91
5 Pickups/Week/Container	\$1,521.70	\$2,603.05	\$4,124.75
6 Pickups/Week/Container	\$1,826.04	\$3,102.62	\$4,928.66
Extra Garbage			
Extra Garbage (\$/Cubic Yard)	\$8.78	\$25.32	\$34.10
Miscellaneous Fees:			
Lock/Unlock Weekly Garbage Container/Enclosure (\$/Month)		\$4.87	\$4.87
Return Trip, Per Pickup		\$11.69	\$11.69
Container Weekly Roll-out > 25 Feet, Per 25 Feet (\$/Month)		\$9.74	\$9.74
Detachable Container Cleaning (\$/Event)		\$29.23	\$29.23
Temporary Detachable Containers	Disposal	Collection	Total
Temporary Container Hauling (\$/Haul)			
2 Cubic Yard Detachable Container	\$17.56	\$72.53	\$90.09
4 Cubic Yard Detachable Container	\$35.13	\$114.91	\$150.04
6 Cubic Yard Detachable Container	\$52.70	\$163.37	\$216.07
Temporary Container Rental & Delivery			
Delivery for Temp Detachable Container (\$/Event)		\$22.49	\$22.49
Daily Rental for Temp Detachable Container (\$/Day)		\$2.73	\$2.73
Monthly Rental for Detachable Container (\$/Month)		\$83.68	\$83.68
MF & Commercial Drop-box Collection	Disposal	Collection	Total
Drop-box Hauling (\$/Haul)			
Non-compacted 10 - 40 Yard Drop-box		\$231.22	\$231.22
Compacted 10 - 40 Yard Drop-box		\$311.91	\$311.91
Temporary Drop Box Rental & Delivery			
Delivery Temp Non-compacted Drop-box (\$/Event)		\$58.46	\$58.46
Daily Rental Temp Non-compacted Drop-box (\$/Day)		\$14.19	\$14.19
Monthly Rental Temp Non-compacted Drop-box (\$/Month)		\$260.44	\$260.44
Miscellaneous Fees			
Addl Mileage to Haul to Other Sites (\$/One Way Mile)		\$2.92	\$2.92
Return Trip (\$/Pickup)		\$14.61	\$14.61
Stand-by Time (\$/Minute)		\$1.46	\$1.46
Drop-box Turn Around Charge (\$/Event)		\$14.61	\$14.61
Solid Drop-box Lid Charge (\$/Month)		\$24.36	\$24.36

Other Services	Disposal	Collection	Total
Truck & Driver (\$/hour)		\$194.92	\$194.92
Additional Labor (\$/Hour/Person)		\$87.71	\$87.71
Event Services			
Delivery, Provision, Collection (\$/Event/3 Carts-G, R, & C)		\$29.23	\$29.23

EXHIBIT C - Recyclable Materials to be Collected

Recyclable Item	Customer Preparation Instructions	Limitations
Aluminum & Tin – All food and beverage cans, trays, pie tins, and containers.	Empty, clean, and secure lids and place them in Recycling Container.	Food and beverage containers must be empty and clean.
Corrugated Cardboard – All corrugated cardboard boxes.	Flatten corrugated cardboard boxes and place them in or next to Recycling Container.	No larger than 3' x 3' in size; larger boxes shall be cut down to size.
Glass Containers – All colored or clear glass jars and bottles.	Empty, clean, remove lids and place in Recycling Container.	Food and beverage containers must be empty and clean.
Paper – All mixed paper, colored paper, magazines, phone books, catalogs, advertising supplements, and paper cups.	Place clean, dry paper in Recycling Container.	All paper must be clean.
Plastic Containers – All colors of plastic bottles, jugs, tubs, and cups.	Empty, clean, remove lids and place in Recycling Container.	Food and beverage containers must be empty and clean. Plastic containers with hazardous or toxic products, such as motor oil or pesticides are excluded.
Scrap Metal – All ferrous and non-ferrous scrap metal. Free of wood, rubber, and other contaminants.	Small items: Place in Recycling Container or secure (e.g. bundle or box) next to Recycling Container.	Small items: Less than two feet (2') by two feet (2') and thirty-five (35) lbs. Less than five percent (5%) non-metal parts.
	Large items: Call to request pickup at least twenty-four (24) hours before regular service day.	Large items: Larger than two feet (2') by two feet (2'). Call to request a pick-up. Single-family only.
Styrofoam – All packaging blocks.	Bagged, labeled and set-out next to the recycling cart	Limit one (1) bag per pickup. Single-family only.
Textiles – Used clothing, shoes and other textiles in any condition.	Bagged and labeled next to the recycling cart	Limit one (1) bag per pickup. Single-family only.
Used Motor Oil – Pure motor oil.	Seal uncontaminated motor oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with names and addresses and place them next to Recycling Cart.	Limit three (3) gallons per pick-up. Single-family only.
Used Cooking Oil – Pure liquid cooking oil of all types (vegetable, canola, etc.) and kitchen grease.	Seal uncontaminated cooking oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with names and addresses and place them next to Recycling Cart.	Limit three (3) gallons per pick-up. Single-family only.
Small Electronics – Batteries, compact florescent or LED light bulbs, and small electronics and appliances.	Bagged, labeled and set-out next to the recycling cart.	Limit one (1) bag per pickup. Single-family only.

EXHIBIT D - Rate Modification Examples

The 2024 customer prices listed in Exhibit B Contractor Rates will be adjusted annually as demonstrated below and described in Section 13.3.

Collection Component Adjustment

The collection components (CC) and miscellaneous fees of the Contractor Rates will be adjusted by the amount of the CPI change each year, as follows: $nCC = pCC \times nCPI / oCPI$

Where

nCC	=	The new collection charge component of the Customer rate for a particular service level
pCC	=	The previous collection charge component of the Customer rate for a particular service level
nCPI	=	The most recent CPI value
oCPI	=	The previous period’s CPI value

If the monthly collection component for a weekly 35-gallon cart was \$18 per month for 2024 and the previous CPI Half1 for the period ending June 2023 was 331.0, with a new CPI Half1 for the period ending June 2024 of 345.0 then the new collection component of the rate will increase to \$18.76 on January 1, 2025.

$$\text{New Collection Component} = \$18 \times 345 / 331 = \$18.76$$

For calendar years 2028 to 2031 only, the collection components and miscellaneous fees shall be adjusted by the change in the CPI, as described above, plus one-half percentage point, as follows:

$$nCC = pCC \times (nCPI / oCPI + 0.005)$$

If the monthly collection component for a weekly 35-gallon cart was \$18 per month with the CPI as described above then the new collection component of the rate would increase to \$18.85.

$$\text{New Collection Component} = \$18 \times (345 / 331 + .005) = \$18.85$$

Composite Disposal Fee Adjustment

The disposal components of the Contractor Rates listed in Exhibit B will be adjusted annually based on changes in the County Fixed Annual Charge per Ton (FACT) and the County Tipping Fee (TF). Any changes to disposal components will not become effective until new County disposal fees become effective and are charged to the Contractor. The disposal components for each service will be adjusted as follows:

- Step 1: $nFACT = nFAC / nTONS$
- Step 2: $nCDF = nFACT + nTF$
- Step 3: $nDC = oDC \times (nCDF / oCDF)$
- Where:

nFACT	=	FAC per ton
nFAC	=	Redmond's share (\$/year) of new Fixed Annual Charge owed by Contractor to County
nTONS	=	County-estimated Redmond garbage tons for the upcoming year
nCDF	=	New Redmond Composite Disposal Fee for the upcoming year (\$/ton)
nTF	=	New County Tipping Fee (\$/ton)
oDC	=	Old disposal component of the customer rate for a particular service level
oCDF	=	Old Composite Disposal Fee (\$/ton)
nDC	=	New disposal component of the Customer rate for a particular service level

For example, if the 2025 King County FAC is \$23,500,000 and the estimated 2025 tonnage is 660,000, then the new Per-Ton FAC would be \$35.61. If the new County Tipping Fee is \$160.00 per ton, then the new Annual CDF would be \$195.61 per ton starting January 1, 2025:

$$\text{New Per-Ton FAC} = \$23,500,000 / 660,000 = \$35.61 \text{ per ton}$$

$$\text{New Annual CDF} = \$35.61 + \$160.00 = \$195.61 \text{ per ton}$$

And if the old monthly disposal component for a weekly 35-gallon cart was \$6.00, with old Annual CDF at \$185.68 per ton, the new disposal component of the Customer rate will be \$6.32:

$$\text{New disposal component} = \$6.00 \times \$195.61 / \$185.68 = \$6.32$$

Thus, the new customer charge for one 35-gallon cart per week Residential Curbside as of January 1, 2025 will be \$18.76 plus \$6.32, equaling \$25.08 per month.