

## Coeur d'Alene City Council Staff Report

Date: April 7, 2016  
From: Troy Tymesen, Finance Director  
Subject: Award of Contract for CDA Solid Waste and Single Stream Recycling Collection to Low Bidder

**Decision Point:** To accept the recommendation of staff and award the Contract for CDA Solid Waste and Single Stream Recycling Collection to the low bidder, Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service; and to approve the draft Contract between the City of Coeur d'Alene and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for CDA Solid Waste and Single Stream Recycling Collection.

**History:** On July 1, 2000, the City entered into a multi-year Solid Waste System Participation Agreement with Kootenai County. This agreement was designed to assist the City in managing its solid waste collection and curbside single stream recycling programs and to allow the County to manage the landfill. The County then entered into the Coeur d'Alene Solid Waste Services Contract with Waste Management of Idaho. This contract was for 10 years with two options to renew for three years each. Each option was exercised and the contract between the County and Waste Management expires on June 30, 2016. The County has made it known that it does not desire to extend its agreement with Waste Management for the City's solid waste collection and curbside single stream recycling programs. Accordingly, it was necessary for the City to enter into a contract directly with a provider for its solid waste collection and curbside single stream recycling programs.

On February 16, 2016, staff's "request for release of RFPs for solid waste hauling and recycling services" came before Council. After presentation of the staff report and discussion, Council directed staff to move forward with a Request for Proposals (RFP) to seek bids from providers of solid waste collection and curbside single stream recycling, which bids were to include options for recycling with and without glass, every other week solid waste collection, the City's purchase of carts and containers, and weekly pickup of recyclables. Once bids had been obtained and analyzed, staff was to come back to Council with an analysis of costs, benefits, and impacts. Notice of the RFP was published on February 25. Proposals were due by March 24. The City received a request for modification of the Process

Schedule and the City issued a revised Process Schedule on March 3. The City provided the revised Process Schedule directly to all entities that had requested a bid packet up to that point in time, which included each entity that ultimately submitted a bid. The City also received several questions from various parties. On March 11 and March 2, the City provided answers to the questions to all entities that had requested a bid packet. The City received no objections to the RFP, the Specifications, the revised Process Schedule, or the answers to questions.

The City received three proposals by 4:30 p.m., March 24---from Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, Sunshine Disposal & Recycling, Inc., and Waste Management of Idaho, Inc. On that day and the next, the City also received public records requests from the Proponents, seeking a copy of all of the submitted bids. The bids were provided to each Proponent on March 25. Thereafter, staff began to collate and analyze the bids. On March 28, staff completed its analysis of the bids, in particular the 29 expense categories that were to be used to determine the base bid. The base bid amounts were determined to be as follows: (1) Northern State = \$196,026.07; (2) Sunshine Disposal = \$230,381.84; and (3) Waste Management = \$241,630.52. The analysis was provided to each of the Proponents on March 28, who were informed that the apparent low bid was submitted by Northern State. This same information was provided to Council, together with a link to the complete document trail on March 30. Pursuant to the RFP, staff began to work with Northern State on the details of the Contract, which was to be based on the existing contract between Kootenai County and Waste Management.

It should also be noted that no Proponent objected to the RFP process itself, the manner in which the low bidder was determined, or that Northern State was the low bidder according to the standards set out in the RFP and Addenda. The RFP stated that a proponent should “[n]otify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.” (Paragraph 2.3, p. 7).

At the Council meeting on April 5, there was discussion about the solid waste collection and curbside single stream recycling programs, and the RFP process. One question involved whether the customers in the City would see a price reduction under the low bid. Staff’s assessment is that residential prices would likely not go down. The City’s Sanitation Fund is

just barely breaking even at this time and the low bid will enable the City to forestall price increases to the City's constituents in the future.

Another question involved glass recycling. One of the purposes of the RFP was to determine the cost of recycling glass. The three Proponents offered different strategies for this problem. Waste Management and Northern State offered an add-on price for including glass in single-stream recycling, the former \$0.95 per residential customer per month, the latter \$10.00 per residential customer per month. Staff found that the cost of recycling glass can be quite expensive and much, if not all, of the glass will end up in a landfill due to the lack of viable uses for it. Sunshine Disposal and Northern State offered glass-only "drop boxes" or "depots" to be placed around the City to avoid the issues with single-stream. Glass is heavy and expensive to transport. It is also expensive to separate glass from single-stream, which drives down the price for other recyclable commodities. In fact many recycling companies are going away because of the low demand, and thus low price, for recyclables such as newspaper, aluminum, and cardboard. Other recycling companies will not accept "dirty" single-stream recycling, meaning with glass.

The City is also in the process of negotiating with the County regarding a rebate for the tonnage of recyclables taken out of the solid waste stream. Glass is one of the heaviest materials to recycle. If it is collected in single-stream recycling, but there is no market or use for it, it will end up in the landfill, which will reduce or eliminate any possible rebate. This, of course, decreases any profit margin for a hauler.

A question was raised about how the City addresses the public's desire to recycle glass. Staff is exploring with the low bidder ways of taking glass out of the solid waste stream. To avoid reducing the value of recyclable commodities in the single-stream, glass could be collected at drop boxes or depots throughout the City. However, because glass is an inert material and has little to no value presently, it will likely end up in a landfill anyway. There are simply no current viable uses for recycled glass. Recycled glass probably cannot be reused as an abrasive or refilled or repurposed as insulation. At some point in the future, there may be an economical way of recycling glass. If so, that can be a negotiated addition to the then-existing contract. Staff is also exploring the possibility of a partnership with KEA or Kootenai County to find a use for recycled glass, but the market is very small. Staff's approach to the glass recycling alternate has been to seek

creative solutions and be flexible, and each of the Proponents have indicated, through its proposals, that it shares this approach.

A further question was whether all bidders had the revised Process Schedule and the two Addenda because Waste Management did not mention the revised Process Schedule in its proposal. First, the City Clerk sent the revised Process Schedule to Waste Management and all other Proponents. Second, the revised Process Schedule was not called an “Addendum,” and the RFP only requested that a proponent confirm receipt of any “Addenda.” (Paragraph 3.1.A., page 13). Third, the revised Process Schedule did not change any dates that affected the presentation of the bids themselves. The deadline for questions and bid due date remained unchanged.

Negotiations with the apparent low bidder have proceeded and a face-to-face meeting was held on April 6. Northern State has agreed to provisions which assure that recycled materials will, in fact, be recycled in an appropriate manner and that it will recycle glass upon request by the City through drop boxes or depots for its costs alone. Northern State has stated that all new containers will be provided to residential and commercial customers. In every meaningful respect, Northern State has agreed to the provisions of the existing contract and additional provisions requested by the City.

**Financial Analysis:** The base bid amounts were determined from twenty-nine (29) separate expense categories contained in Form 2 of the RFP. Again, no Proponent objected to this method of determining the value of the bids either before or after the bids were opened. The bids were calculated to be: (1) Northern State = \$196,026.07; (2) Sunshine Disposal = \$230,381.84; and (3) Waste Management = \$241,630.52. Thus, the apparent low bid was \$34,355.77 per month lower than the apparent second lowest bid, and \$45,604.45 per month lower than the highest bid. This represents a savings in the first year alone of between \$412,369.24 and \$547,253.40.

**Performance Analysis:** Staff has discussed the performance of Northern State with the County and the City of Post Falls. No performance problems have been reported. Indeed, Northern State has been praised by both entities for its customer service and professionalism. Individual customers

of Northern State have come forward to voice similar sentiments. Staff is convinced that Northern State will provide high quality, timely, and professional solid waste and single-stream recycling collection to the residents and businesses of the City.

Staff is also convinced that the available options for glass recycling, to which Northern State has agreed, represent a responsible and economic response to the public's desire for glass recycling. While no viable use for recycled glass has been identified, Northern State is committed to assisting the City to divert glass from the solid waste stream at a reasonable cost, which will preserve the potential rebate from the County and be environmentally sustainable.

**Decision point:** To accept the recommendation of staff and award the Contract for CDA Solid Waste and Single Stream Recycling Collection to the low bidder, Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service; and to approve the draft Contract between the City of Coeur d'Alene and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for CDA Solid Waste and Single Stream Recycling Collection.

## Addendum to Coeur d'Alene City Council Staff Report

Date: April 13, 2016  
From: Troy Tymesen, Finance Director  
Subject: Award of Contract for CDA Solid Waste and Single Stream Recycling Collection to Low Bidder

**Decision Point:** To accept the recommendation of staff and award the Contract for CDA Solid Waste and Single Stream Recycling Collection to the low bidder, Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service; and to approve the draft Contract between the City of Coeur d'Alene and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for CDA Solid Waste and Single Stream Recycling Collection.

**Performance Analysis:** As a result of questions and concerns raised at the April 11, 2016, General Services meeting, Troy Tymesen, Finance Director, and Randy Adams, Deputy City Attorney, met with representatives of Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage, to discuss additions to the proposed Contract. As a result of the discussions, the following additions were made:

1. Page 7, Section 3.0 Duties of Contractor – It was clarified that the Contractor ***shall*** provide all new carts and containers by this new language: “On the start date of this Contract, Contractor shall provide new solid waste and single-stream recycling carts for all residential customers, and new containers for all commercial customers.”
2. Page 8, Section 3.4 Customer Relations – New language was added to require a response to, and require the Contractor to address, customer requests, questions and complaints within one (1) business day. This section should be read in conjunction with Section 3.4.3 on Page 10, which provides a remedy to the City if the Contractor does not handle customer complaints within one (1) working day.
3. Page 26, Section C.8 – This section was enhanced to require that equipment should be maintained and operated in accordance with industry standards and norms, in addition to all applicable local, state, and federal laws.

4. Pages 33-34, Section 3.6 – The Contractor has identified six (6) vendors of recyclable materials to which it covenants to deliver collected recyclable materials. In addition, the Contractor agreed to notify the City if it chooses to deliver recyclable materials to a vendor other than one of those specifically identified.

5. Page 34, Section 3.6 – The language was adjusted to require the Contractor to use a system of depots for glass recycling. In addition, the City was given the exclusive control over the number and location of the glass depots, which will be determined in negotiations with third parties, such as grocery stores and schools, and based on estimated use.

6. Page 35, Section 3.9 - This section was also enhanced to require that all vehicles comply with industry standards and norms, in addition to all applicable local, state, and federal laws.

7. Schedule C – The correct Schedule C has been attached.

**Decision point:** To accept the recommendation of staff and award the Contract for CDA Solid Waste and Single Stream Recycling Collection to the low bidder, Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service; and to approve the draft Contract between the City of Coeur d'Alene and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, for CDA Solid Waste and Single Stream Recycling Collection.

RESOLUTION NO. 16-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH NORTHERN STATE PAK, LLC d/b/a COEUR D'ALENE GARBAGE SERVICE FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION.

WHEREAS, the Finance Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Northern State PAK, LLC d/b/a Coeur d'Alene Garbage Service for Solid Waste and Single Stream Recycling Collection, pursuant to terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such contract; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Solid Waste and Single Stream Recycling Collection with Northern State PAK, LLC d/b/a Coeur d'Alene Garbage Service, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such contract on behalf of the City.

DATED this 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# Coeur d'Alene

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## COEUR D' ALENE SOLID WASTE SERVICES CONTRACT

This Coeur d' Alene Solid Waste Services Contract, hereinafter referred to as "Contract," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, for the mutual benefit of the respective parties hereto: the City of Coeur d'Alene, 710 E. Mullan Rd., Coeur d'Alene, ID 83814, hereinafter referred to as "City," and Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage Service, hereinafter referred to as "Contractor."

This Contract constitutes the entire and exclusive agreement between the parties with reference to the subject matter herein, and supersedes any and all prior discussions, communications, representations, understandings, negotiations, bids, proposals, or agreements. This Contract also supersedes any bid documents or other documents provided by the City to the Contractor at any time or for any reason.

This Contract is for solid waste and recycling services in the City of Coeur d' Alene and is administered by City. This Contract provides contractual terms that apply to both programs. Schedule A contains specific information for collection of solid waste. Schedule B provides specific information for the collection of curbside recyclables.

### 1.0 Definitions:

For the purpose of this agreement the following definitions shall apply:

**Anniversary:** July 1 of each year.

**City Finance:** The City of Coeur d'Alene's Finance Department.

**Commercial Account/Customer:** All improved properties utilized for other than residential use and residential property with density greater than a fourplex.

**County:** Kootenai County, a political subdivision of the State of Idaho (mailing address P.O. Box 9000, Coeur d'Alene, Idaho 83816).

**Customer:** Any person, firm, corporation or association who shall place municipal solid waste or curbside recyclables for collection by Contractor.

**Effective Date:** The effective date of this Contract, which shall be July 1, 2016.

**Expiration Date:** The anniversary date which coincides with the conclusion of the contracted time frame as set forth in Section 2.2.

**Residential Accounts/Customers:** A residential unit, including a single-family home up to and including a fourplex located within the City limits.

**Vehicle:** Any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting municipal solid waste or recycled material upon public highways or thoroughfares.

## **2.0 Contract Services**

This Contract covers the collection of all residential and commercial municipal solid wastes and recyclable materials (As defined in Section 1.0, Schedule B) collected in the residential curbside collection program. Delivery of solid wastes shall be to the County-operated solid waste transfer stations, which are located at 3650 Ramsey Road, Coeur d'Alene, Idaho, or 15580 W. Prairie Ave, Post Falls Idaho, or other transfer stations as may be designated by City from time-to-time during the term of this Contract.

All recyclable material collected pursuant to this Contract shall be collected single stream and handled as provided in paragraph 3.6 of Schedule B hereof. Monthly reports of the amount of recyclables collected shall be provided to City Finance. The division of any rebates from Kootenai County related to recyclables shall be subject to agreement of the parties hereto, which agreement shall be negotiated on an annual basis.

This Contract is separated into schedule A (Solid Waste Collection), schedule B (Coeur d' Alene Curbside Recycling Contract) and schedule C (Rate Schedule). This Contract does not include any costs or fees for the operation of County transfer stations and landfill.

## **2.1 Exclusivity**

Contractor shall be granted the sole and exclusive franchise, license, and privilege to collect all municipal solid waste within the territorial jurisdiction of City that

City can require Contractor to service, including those recyclables collected through the residential curbside collection program.

Those recyclables collected through commercial accounts, multi-family residence (greater than a fourplex), and transfer station programs are not included in Contractor's exclusivity rights.

## **2.2 Term of Contract**

The Contract shall become effective on July 1, 2016. The term of the contract shall be for ten (10) years with two options to renew for three years each (sixteen (16) years total).

## **3.0 Duties of Contractor**

Contractor shall furnish, during the period of this contract all personnel, labor, equipment, trucks and all other items necessary to provide municipal solid waste (including curbside recyclables) collection as specified in the contract and to perform all of the work called for and described in this contract. Contractor shall have the ability to furnish reserve vehicles and personnel in order to maintain service levels as defined under the terms of this contract at all times and shall demonstrate the ability to perform required service with such reserve equipment and personnel upon City's request. On the start date of this Contract, Contractor shall provide new solid waste and single-stream recycling carts for all residential customers, and new containers for all commercial customers.

**3.1 Municipal Solid Waste Procedures:** *See Schedule A*

**3.2 Curbside Recycling Procedures:** *See Schedule B*

**3.3 Employees:** All of Contractor's employees shall be selected according to standards which assure their qualifications for the tasks at hand. They shall be fit for service at all times and adequately trained and licensed as required by law to perform the duties required by this Contract. Selection and training of employees shall be



Contractor's sole responsibility. Failure to meet these applicable standards shall constitute a breach of this Contract.

**3.3.1 Fair Labor Practices:** Contractor shall guarantee fair labor and non-discrimination practices in accordance with applicable federal and state laws, and shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

**3.3.2 Supervision:** Contractor shall provide a full-time supervisor to carry out the terms, covenants, and provisions of this contract. Contractor shall see to it that its employees serve the public in a courteous, nondiscriminatory, helpful and impartial manner. All Contractor's personnel in both field and office shall refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the responsibility of Contractor. Employees shall make collection with as little noise and disturbance to the Customer as possible. No employee shall disturb or otherwise meddle with property that is not pertinent to the proper execution of his duties.

**3.4 Customer Relations:** Contractor shall provide the name and telephone number of a representative who is responsible for addressing Customer-related issues to City Finance. If the calls are being routed through a centralized call center, the name of the call center manager, with their phone number, must be provided to City Finance. It shall be the responsibility of Contractor to, within one (1) business day, courteously respond to and address all Customer (a) requests for initiation of service and changes in service levels, (b) questions concerning the operations of Contractor, and (c) complaints concerned with the operations of Contractor. Contractor shall maintain records of all Customer complaints and actions taken to resolve such complaints. Contractor shall make available copies of these records that pertain to collection of solid waste and all such records shall be open for inspection upon request of City. If Contractor was not required to address Customer inquiries/complaints pertaining to collection of solid waste during the month, Contractor will forward a report to City Finance so stating. Complaints

addressing curbside recycling issues will be handled under the provisions outlined in Schedule B.

**3.4.1 Local Office:** Contractor will maintain an office within Kootenai County with adequate facilities and staff required for responding to requests for service, questions, and complaints in a prompt, courteous manner. Contractor shall have a person designated as qualified to make operational decisions available by telephone to City. Contractor's customer service telephone number will be listed in the local telephone directory under Contractor's name. Business hours for the office shall be, at a minimum, 8:00 a.m. to 5:00 p.m. of each working day except Saturday and Sunday. When a Saturday is a working day due to Holidays or other circumstances, required business hours on that day shall be, at a minimum, 8:00 a.m. to 3:00 p.m. Contractor's local office shall maintain communication between office and vehicles at all times.

**3.4.2 Request for Services/Call Backs:** Requests for new and additional containers and special non-scheduled collection service shall be fulfilled by Contractor within one (1) working day of the time the requests are made. Whenever City or a Customer notifies Contractor of locations which have not received scheduled service, Contractor is required to service such locations before 4:00 p.m. of the same day if Contractor is notified before 10:00 a.m. When notified after 10:00 a.m., Contractor shall service such locations not later than 12:00 noon of the following work day. If a Customer requests a call back for a missed collection due to the Customer's failure to set out or assure access to their container on the regularly scheduled day for collection, Contractor shall return for a call back within one (1) working day of notification. If a Customer has repeatedly (more than two (2) times) requested a call back for a missed collection due to the Customer's failure to set out or assure access to their container on the regularly scheduled day for collection, Contractor may charge the customer a return trip fee for each call back after the second time. Contractor shall charge no more than as defined in Schedule "C" for special non-scheduled collection service and call backs.

**3.4.3 Handling of Complaints:** Contractor shall answer complaints courteously and promptly. Complaints will be handled within one (1) working day of receipt of the complaint, with records maintained for public review. If Contractor does not make correction within one (1) working day, City may render necessary service to complete the work. Contractor shall be liable for costs incurred by City to render such necessary service and all such costs may be deducted from any monies due or which may become due to Contractor. All complaints will be handled to the reasonable satisfaction of City Finance.

**3.5 Record Keeping/Reporting:** Contractor will maintain the ability to interface with City's computerized billing system. It shall be Contractor's responsibility to at all times keep City informed of the current service levels being provided to all residential and commercial accounts so that billing will accurately reflect all service being provided. Contractor shall maintain records of customers, detailing the number of garbage cans and/or containers requested, and any extra cans picked up and/or containers serviced each week. Contractor shall provide such records to City Finance for billing on a monthly basis. Contractor shall provide a daily record of all special hauls requested. This information is required for billing purposes. All records provided to City shall be in a computerized format acceptable to City Finance and compatible with City's computer driven software.

Contractor shall report the frequency of pickup, and the number and size of containers serviced, and all reported extras for all commercial accounts on a monthly basis to the County, as per County Ordinance 120, Section 12 or its successor, for purposes of County billing for disposal. Failure to report accurately and timely per County Ordinance 397, Title 4, Chapter 3, Section 14, may give City the right to void this contract.

At City's direction, Contractor shall provide to City or other designated governmental entities any and all records, route sheets and other data directly relating to Contractor's services under this Contract as may be requested. City reserves the right to conduct audits to verify the information provided. City shall maintain, and shall ensure that other

government entities that receive such records shall maintain, the confidentiality of all proprietary and confidential records of Contractor and shall not disclose such records except in accordance with any applicable state or federal public disclosure act or Court order.

**3.6 Disclosure of Operations Information and Reports:** Contractor shall provide to City all information and reports required by this Contract or by reasonable directives issued pursuant hereto, shall permit City access to its records and other sources of information, and shall provide an opportunity to inspect operations, equipment and personnel as may be necessary to ascertain compliance with this contract. Where any information required by a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to City and shall set forth what efforts it has made to obtain the information. Contractor shall not engage in a contractual relationship with a third party such that information necessary to evaluate Contractor's performance may become unavailable through such arrangement. All proprietary and confidential records, reports and information of Contractor required to be made available or provided hereunder shall be maintained in confidence and shall not be disclosed except in accordance with any applicable state or federal public disclosure act.

**3.7 Compliance with Regulations:** Contractor shall comply with all applicable federal regulations, and regulations and statutes of the State of Idaho, Kootenai County, the City of Coeur d'Alene, the Idaho Division of Environmental Quality, the Panhandle Health District, and the Idaho Department of Transportation as they now exist or may hereafter be amended. Contractor shall be responsible for all licenses and permits necessary for the transport of solid waste. Contractor shall not knowingly collect and transport to the County Transfer Stations household hazardous materials or other materials that are excluded under the definition of municipal solid waste as set forth in Section 1.0 of Schedule A to this contract. All requests for collection of unacceptable waste shall be referred to the Kootenai County Solid Waste Department.

**3.8 Responsibility of Performance:** Contractor agrees to hold City harmless from any liability to the extent such liability accrues by reason of any act or omission in the performance of this Contract on the part of Contractor, its agents, employees, assignees, or anyone subcontracting with the Contractor for the servicing under this Contract of municipal solid waste within City. Contractor shall not have any liability or responsibility for the operations of the Transfer Station or the Recycling Broker.

Contractor shall not be relieved of any obligation due to its failure to receive or examine any form or legal instrument or visit all areas of the proposed work and fully acquaint itself with the existing conditions relating to collection.

**3.8.1 Irrevocable Letter of Credit:** Contractor shall, at its own expense, furnish to City an Irrevocable Letter of Credit from a creditable financial institution acceptable to City Finance in the minimum amount of \$250,000 naming City as its beneficiary. The term of the performance bond shall become effective at time notice to proceed is given to Contractor and shall continue through the term of the contract.

**3.8.2 Liability/Insurance:** Contractor will be held responsible for any damage to publicly or privately owned facilities including, but not limited to, equipment used in the collection and storage of municipal solid waste, proximately caused by its operations. Contractor shall be responsible for the cost of repair or replacement due to any such damage. Contractor shall maintain all-risk, comprehensive, general liability insurance, employer liability insurance, property damage insurance, and automobile liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and indemnify City for all claims and/or causes of action to the extent arising out of negligent or otherwise wrongful performance of duties required by this Contract. Said insurance coverage shall be applicable to all of Contractor's activities undertaken to perform the obligations of this Contract and shall not be limited to coverage of Contractor's business premises alone. Contractor agrees to provide proof of said insurance to City Finance, showing City as an additional named-insured, and providing that its insurer shall give thirty (30) days' notice to City in the event of cancellation or significant modification of any relevant provisions of the insurance coverage required by this Contract.

Contractor shall maintain worker's compensation insurance coverage in an amount equal to at least the statutory minimum throughout the duration of the Contract.

**3.9 Cooperation:** Contractor shall cooperate with City representatives in every reasonable way to facilitate the performance of the work under this Contract. This duty shall include implementation of recommendations concerning modification of operational procedures as mutually agreed upon by Contractor and City. Contractor shall assure solid waste collection is provided weekly and recyclable collection service is provided every other week on the same collection day as solid waste collection.

#### **4.0 Duties of City**

**4.1 Municipal Solid Waste:** See Schedule A.

**4.2 Curbside Recycling:** See Schedule B.

**4.3 Payment Terms:** City shall ensure that Contractor will be paid monthly, within thirty (30) days after an invoice is received by City Finance, for the number of accounts serviced and level of service provided according to service costs defined in Schedule "C" (Schedule Rate), and for any other costs due hereunder, including cost of recycling bins as provided in Schedule B. Payments will be based on the total amount billed by service level for the applicable month(s). The actual number of each type of account will be determined from the billing records, and may vary from the estimates given in the bid. Payment to Contractor will be based on a computation of the amount due, based on the most recent records of service levels.

**4.4 Modification in Payments:** Modifications in payments per this Contract shall be made on an annual basis as follows: Contractor shall submit a request for an annual adjustment to City Finance at least thirty (30) days prior to the Contract Anniversary. Any annual contract price adjustment shall be effective on July 1 following approval and will remain in effect through June 30 of the succeeding year. The price adjustment shall

be equal to the annual percent change to the Bureau of Labor Statistics, Producer Price Index, All Commodities, Not Seasonally Adjustment, as found in the current published data found on the following website: ([www.bls.gov/ppi/home.htm](http://www.bls.gov/ppi/home.htm)). PROVIDED: the price adjustment will be not less than 1.5% or greater than 2.75%. If the annual percent change falls between 1.5% and 2.75%, the price adjustment shall be the actual percent increase. The annual percent change will be determined by comparing the most recent published 12-month period with the 12-month period preceeding that most recent period. To illustrate: If the last published index was for the period of May 2005 through April 2006, the change will be computed against the index for the period of May 2004 through April 2005.

The following formula illustrates how to calculate the annual percent change.

*Annual average of previous 12 months = X*

*Annual average of 12 months prior to previous Months = Y*

$X - Y / Y = (\text{Change}) (100) = \% \text{ Change}$

The following directions may be used to retrieve the appropriate Producer Price Index:

Go to the U.S. Bureau of Labor Statistics Producer Price Indexes Website:  
<http://www.bls.gov/ppi/home.htm>

Select "PPI Databases" on left hand set of tabs.

Under Commodity Data (Producer Price Index- PPI) select "One-screen Data Search".

Under "Step 1 select a group", select "00 All Commodities"

Under "Step 2", note that it will automatically give you all commodities when step 1 is done correctly.

"Step 3", you will have a choice of "seasonally adjusted" or "not seasonally adjusted", select "not seasonally adjusted".

"Step 4", press the "Get Data" button.

Note: The data is generated on a separate tab.

**4.4.1 Right to Reduce or Eliminate Charges:** In cases of dispute concerning service between the customer and the Contractor, elimination and/or changes in charges will be decided by hearing before the City Council. All parties to the dispute will

be given the opportunity to present their case to the Council. The Council's decision concerning the matter shall be final.

## **5.0 General Provisions**

**5.1 Transfer of Interest:** Transfer of any controlling interest in Contractor's firm must receive written approval of City Finance. However, Contractor may transfer or assign this Contract to an affiliate of Contractor without seeking or obtaining the approval of City Finance.

**5.2 Breach of Performance Sanctions:** In the event of Contractor's failure to comply with any provisions of the Contract ("default") and failure to cure such default after receipt of written notice from City, City may impose sanctions as appropriate, including, but not limited to, the following actions: a) City may cause performance to be undertaken by another entity, charging Contractor for the additional costs incurred to obtain performance. Should Contractor be unable to provide adequate equipment and/or manpower in sufficient numbers to maintain scheduled collections, City may enter into agreement with others for the work or to use such other methods required for prosecution of the work in an acceptable manner, including operation of Contractor's vehicles and equipment, and use of Contractor's containers, by City or other personnel, until such time as City arranges for service to be otherwise provided, or until such time as Contractor cures its default and resumes performance. City shall pay Contractor a fair market rental value for all vehicles and equipment used by City or other personnel and City shall indemnify, defend and hold harmless Contractor for all costs, damages and liability caused by or arising from the use of Contractor's vehicles or equipment under this paragraph. For all costs, charges and damages incurred by City in accordance with the foregoing paragraph, together with the cost of completing the work, Contractor and his surety shall be liable and all such costs may be deducted from any monies due or which may become due Contractor. b) City may serve written Notice of Default in accordance with Section 5.2.1 and if Contractor does not correct said default within the time provided under Section 5.2.1, the City may, as the interests of the City



dictate: 1) cancel, suspend, or terminate this Contract and declare this Contract null and void; or 2) require forfeiture of all or a portion of the performance bond that is a part of this Contract; or 3) retain as liquidated damages any sums due Contractor from the date of mailing or delivery of the notice; or 4) take any and all other remedies which may be open to it in law or equity.

**5.2.1 Notification Procedure:** Should Contractor fail to perform any of the duties imposed upon it hereby, except failure caused by Acts of God or other force majeure type events beyond Contractor's reasonable control, City may notify Contractor in writing of such failure, detailing the nature thereof. Before declaring such default, City shall notify Contractor in writing of the particulars in which City deems Contractor to be in default and Contractor shall have sixty (60) days from the time of such notice, addressed to Contractor at Northern State PAK, LLC, dba Coeur d'Alene Garbage Service, P.O. Box 3010, Post Falls, ID 83877, deposited in the United States Mail with proper postage affixed, certified or registered mail, return receipt requested to remedy the default. Service of the default notice may also be made by personally delivering the written notice to the office maintained by Contractor. Delivery to Contractor's office will be deemed complete by leaving a copy of the notice with the person in charge thereof or, if there is no one in charge, by leaving it in a conspicuous place therein or thereupon. Service by mail is complete upon the date of return receipt.

**5.3 Strict Conformation:** All provisions of this Contract shall be strictly conformed to by Contractor. No amendment shall be construed to release either party from any obligation of the Contract except as specifically provided for in such amendment. All amendments shall be in writing, signed by both parties thereto.

**5.4 Status as Independent Contractor:** Contractor agrees that it will perform the services required herein as an independent contractor and that at all times it shall be solely responsible for all expenses associated with provision of the services contracted for herein. Contractor is engaged hereby solely as an independent contractor and will be so deemed for purposes of the following: a) Contractor will solely be responsible for

payment of any federal or state taxes required as a result of this Contract or as a result of services performed under the terms of this Contract or any related agreements with others. b) This Contract is not intended to entitle Contractor to any benefits granted to any employees of City. c) Contractor is an independent contractor for purposes of worker's compensation laws and is solely liable for any worker's compensation coverage under this Contract. d) Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.

**5.5 Choice of Law and Jurisdiction:** This Contract shall be governed by and interpreted in accord with the laws of the State of Idaho. Jurisdiction for resolution of disputes arising from performance of this Contract shall rest with the courts of the State of Idaho. Venue shall lie in Kootenai County.

**5.6 Costs and Attorney's Fees:** Should legal action be necessary to enforce the terms of this Contract, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

**5.7 Termination:** City reserves the right to cancel this Contract due to failure of performance with thirty (30) days' written notice pursuant to the procedures outlined in paragraph 5.2.1. This Contract may be terminated by non-renewal at the conclusion of the one-hundred and twenty (120) month term provided for herein, or during any succeeding month after the initial contract period, in either party's sole discretion or by mutual agreement.

**5.8 Direction of Performance:** The parties agree to use their best efforts and diligence in mutual good faith to promote the best interests of City. City will provide general guidance concerning performance of the duties called for in this Contract to the extent consistent with Contractor's status as an independent contractor. Contractor shall be exclusively responsible for management of its employees and equipment in performance of the terms of this Contract. City reserves the right, in its sole judgment, to

require increases or decreases in the level of service called for, with the obligation for compensation to Contractor adjusted accordingly.

**5.9 Severability:** In the event that any provision or portion thereof of this Contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Contract shall not affect the validity or enforceability of any other provision or portion of the Contract.

City reserves the right to re-negotiate terms of this Contract in part or total should new technologies or economies indicate that it is City's best interests to do so.

CITY OF COEUR D'ALENE

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Steve Widmyer, Mayor

Attest:

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Clerk

NORTHERN STATE PAK, LLC

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Authorized Representative

Attest:

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Secretary

## SCHEDULE A SOLID WASTE COLLECTIONS

### **A. Definitions**

For the purpose of this agreement the following definitions shall apply:

**Bulky Waste:** Items whose large size precludes or complicates their handling by normal methods of residential collection. Includes large discarded materials such as appliances, furniture, junked automobile parts, diseased trees, large branches, stumps, etc.

**Cart:** 96 gallon, 64 gallon and 35 gallon wheeled containers with lids, provided to customer by Contractor for a fee established in Schedule C of the Contract.

**City:** The City of Coeur d'Alene.

**City Finance:** The City of Coeur d'Alene's Finance Department.

**Commercial Account/Customer:** All improved properties utilized for other than residential use and residential property with density greater than a fourplex.

**Compactor:** Means any detachable container capable of compacting (1.5 to 40 yards in capacity), employed in a systems of materials handling in which municipal solid waste is compacted through self-contained means.

**Containers:** Means garbage cans, totes, drop boxes, roll-offs, compactors and other acceptable means of temporarily storing municipal solid waste for collection and transport as defined in the contract.

**Contractor:** Means any person, partnership, company, corporation, or any other entity contracting to provide collection of municipal solid waste under the terms of this contract.

**Extras:** For purposes of Residential Rates for service, waste that does not fully fit within the cart; PROVIDED, waste shall be deemed to "fully fit within the cart" if there is no more than a three (3) inch gap between the bottom of the lid and the top edge of the cart.

**Garbage Can:** Means a can made of durable, corrosion resistant, nonabsorbent material that is watertight, with a close fitting cover, rodent and fly proof, durable and leak proof, and made of a suitable gauge and construction to insure durability with suitable handles on can and lid and of a capacity of up to 33 gallons.

**Municipal Solid Waste:** Matter or substances in solid form produced through typical residential, commercial, or institutional activity, and intended to be discarded by their owner or possessor, and acceptable for processing through the Kootenai County solid waste disposal system.

Included in said definition are household waste, domestic waste, food wastes, yard wastes, containers and packaging, manageable durable consumer goods, non-durable consumer goods, construction wastes, demolition debris, and miscellaneous organic and inorganic wastes.

Excluded from this definition, are household hazardous wastes, industrial wastes, agricultural waste, untreated or treated sewage sludge, commercial hazardous wastes, commercial and industrial non-hazardous process wastes, complete or large parts of auto or truck bodies, incinerator residue, sludge, liquid wastes, explosives, radio-active waste and other problem or dangerous wastes as such are designated by applicable laws.

**Residential Accounts/Customers:** This Contract defines a residential unit as a single-family home up to and including fourplex located within the City limits.

**Roll-Off Containers (also called “Drop Boxes”):** Means any detachable container employed in a system of materials handling in which the loaded container is pulled onto the service vehicle mechanically and transported to an approved site for emptying.

**Vehicle:** Means any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting municipal solid waste upon public highways or thoroughfares.

**B. Contract Services:** See Section 2.0 of Base Contract.

**C. Duties of Contractor:** See Base Contract.

**C.1 Request for Services:** Upon initiation of the Contract, Contractor shall provide City Finance with service logs identifying types and levels of service for all customers in the service area. Contractor will forward all changes to routing and level of service to the City Finance. Contractor shall be responsible for receiving customer requests for changes in service and shall respond to all such requests within one (1) working day of the time the requests are made. Roll-off container services scheduled before 10:00 a.m., will be serviced by 4:00 p.m. the same day. Exceptions will be made when the schedule for the day is completely full by 10:00 a.m., in which case service will be scheduled prior to 12:00 noon on the following workday.

**C.2 Routing Procedure:** Routing of collections shall be through use of streets or alleys under this Contract. As a general rule, all service shall be provided through use of

alleys unless the alley does not have through access. It is the responsibility of Contractor to confirm the routing schedule to assure changes in service locations and times do not occur.

Upon request, Contractor shall furnish a map outlining the service areas and collection days. Contractor shall not give less than twenty (20) working days' notice to City of any proposed change in the boundary of any route or time of collection. Any change in the day of collection, route or route schedule must receive prior approval by City. Contractor shall inform all customers affected by changes in routing through tagging of cans flyers or other appropriate means during the last two weekly routes (fourteen days and seven days) before the change occurs.

If during the duration of this contract, the incorporated area of City is expanded through annexation, City reserves the right, upon twenty (20) working days written notice to Contractor, to order Contractor to make all collections in such annexed area in accordance with all provisions of this contract.

**C.2.1 Frequency of Collection:** Municipal Solid waste accumulated at residences and at the premises of commercial business places shall be collected at least once each week on the same days each week, or as required by health authorities. Wastes that do not present a health hazard, such as demolition and construction wastes, need not be collected at frequencies as defined above and may be collected on an on call basis.

If residential or commercial users desire a greater frequency of collection, such residential or commercial customers are entitled to a higher level of service and may be required to pay such additional fees as defined in Schedule C, attached hereto and by this reference incorporated herein.

**C.2.2 Service Days:** Service days will be the same for residential customers under this contract as they existed on June 30, 2016, if City provides Contractor current route sheets. If a need arises to change service days in the future, Contractor will obtain prior City approval. Contractor will be required to notify customers of route/day changes

approved by City. Contractor shall not collect municipal solid waste earlier than 6:00 a.m.

**C.2.3 Holidays:** The following shall be holidays for the purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Contractor is required to observe the above-listed holidays as non-collection days when the holiday is observed on a weekday. When a holiday is observed on a scheduled collection day, that day's collection shall be collected on the following day, shifting the schedule of collection for all remaining days of the week forward one day as well. Saturday, the rescheduled day during which collection would not normally occur, shall be considered a working day.

**C.2.4 Interruption of Service:** When roadways providing access are closed, or other disruptions beyond Contractor's control prevents collection on the scheduled day, Contractor shall make collection on the earliest succeeding workday when collection becomes possible. If such conditions continue for an entire collection cycle, or more, Contractor shall subsequently collect all the solid waste amassed for collection as soon as possible. When scheduled collection service is resumed Contractor shall collect all bags, boxes and disposable temporary containers that customers have used when the regular cans and containers have been filled.

For other than the reasons noted in the immediately preceding paragraph, if through the Contractor's fault it fails to collect a customer's solid waste during a regular collection, City, at its option may:

1. Require Contractor to make a special make-up collection within one (1) working day after an oral make-up order is given; that collection shall include excess municipal solid waste accumulated during the interval between the scheduled collection day and the special collection; or
2. Authorize Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge and to accommodate such a disposal, allow the customer to use bags or temporary containers; or

3. Authorize Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer and a proportionate reduction in the amount payable to Contractor consistent with Schedule C; or

4. Take any combination of the actions specified in subparagraphs 1, 2, or 3 above.

**C.3 Collection Procedure:** Contractor and City shall agree to such pre-collection practices as are reasonably necessary for the collection of municipal solid waste.

Contractor shall provide service in a manner which is convenient, safe and free of nuisance. Contractor shall not trespass on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots or other areas unnecessarily or overnight; shall perform collection services as quietly as possible; and shall perform service using procedures and equipment which maximize efficiency and safety to the public.

Contractor and its employees shall handle all containers with reasonable care to avoid damage, and shall immediately clean up and dispose of any spilled contents. All containers shall be replaced upright where found, or in a safer location, with lids closed. Containers shall not be placed or thrown on streets, alleys, highways, or on adjoining property. Contractor shall not permit containers to be thrown from the truck to the pavement or parkway nor in any way permit damage to occur by rough or improper handling thereof. Contractor shall be responsible for replacing any containers damaged as a result of Contractor's negligence.

**C.3.1 Littering:** No roadside littering from vehicles or from loading practices during collection or during transport will be allowed. Public space, private ground, public streets, alleys, or ways about the containers and the collection truck shall be left free from solid waste spilled during collection. Contractor shall be responsible for removal of such spillage.



Contractor shall clean up any excess spillage on the immediate premises of the container and may charge the customer for such cleanup if spillage is excessive and is the responsibility of the customer.

**C.4 Residential Collection:** Contractor shall collect all municipal solid waste, placed or deposited for collection by residential customers along curbsides or alleyways in an acceptable container or packaging and on the appropriate day and time for collection according to the routing logs submitted to City. Contractor is not responsible for the collection of, and has the authority not to collect, potentially hazardous waste. Acceptable containers and packaging include:

- a) Garbage cans. Used solely for the purpose of collecting extras.
- b) Carts as provided by or approved by Contractor.
- c) Disposable (non-returnable) paper sacks up to 33 gallons in capacity, which shall be fifty (50) pound wet-strength extensible kraft paper, for non-putrescible materials.
- d) Disposable (non-returnable) plastic bags up to 33 gallons in capacity, which may be manufactured from polyethylene copolymer resin with gauge of not less than one and five-tenths (1.5) mils, for non-putrescible materials.
- e) Tree trimmings, hedge clippings, and similar materials cut to a length not to exceed four (4) feet and securely tied in bundles not more than two (2) feet in diameter, unless prohibited by future ordinance.
- f) Grass clippings, leaves and garden debris, except sod dirt and rocks, that are placed in plastic bags or other similar covered and tied containers, unless prohibited by future ordinance.

**C.4.1 Cart Service:** Cart service will be provided to all customers. The customer will have a choice of selecting from three cart sizes; 96 gallon, 64 gallon or 35 gallon. Carts will be provided to customers at no cost and will be repaired or replaced if damaged under normal use. Monthly and additional fees shall be as defined in Schedule "C".

**C.4.2 Defective Containers:** Contractor will not be required to empty user owned garbage cans with deteriorated bottoms, sharp edges, or those worn out to the extent that they no longer meet sanitary and safety requirements. Contractor shall tag such cans for two consecutive weeks and thereafter not service waste in the defective cans.

**C.5 Commercial Collection:** At premises wherein large accumulations of municipal solid waste occurs, the resident or owner of such premises may place containers that meet the specifications of this Contract and Contractor. Said containers may be provided either by such person or Contractor. All drop boxes, roll offs and/or compactors shall be watertight, cleaned as needed, kept covered at all times, and so constructed as to have lids or covers easily managed and operated. All drop boxes, roll-offs and/or compactors shall be placed for collection outside of buildings and shall be accessible from the side of the street or alley from which collection is made.

**C.5.1 Commercial Containers:** Contractor shall provide containers to commercial customers at Contractor's expense. Containers provided by Contractor must be compatible with the City's billing system and of a City approved design. The sizes set forth in Schedule "C" are compatible and Contractor will be paid as set forth in Schedule "C". If a service level or special collection as hereinafter set forth is implemented which does not appear in Schedule "C", City will fix the applicable rate to be comparable to the rates established on Schedule "C".

Containers for commercial accounts as specified in Schedule "C" may be either one to eight yard containers, roll-offs or compactors. One to eight yard containers and roll-off containers are to be owned and supplied and paid for by Contractor. Customer may provide the container if it is serviceable through use of Contractor's equipment. The customer will be responsible for maintenance and replacement of these customer-provided containers unless damage or loss is due to Contractor's negligence. Contractor will clean containers for a specified cleaning fee as defined in Schedule "C".

All containers shall be equipped with close fitting covers, securely tied, or otherwise closed to prevent the contents from being blown by the wind or otherwise littered.

Contractor shall have the ability to pickup, transport and deliver municipal solid waste deposited in all customer owned compactors that currently exist in the service area covered under the contract. Cost of servicing existing and future compactors shall be as defined in Schedule "C". Customer-owned containers must be maintained by the customer. Contractor may refuse service to customer owned containers if they are not safe and in good condition or are incompatible with Contractor's collection equipment.

**C.6 Collection for City of Coeur d'Alene:** Contractor shall not charge the City of Coeur d'Alene for the collection of municipal solid waste generated through normal activities at City Parks, McEuen Field, Memorial Field, Cemetery, City owned Fire Stations, Sherman Avenue Cans, Jewett House, City Hall, Coeur d'Alene Police and Street Departments, Harbor Center, or the Library.

**C.7 Disposal:** All solid waste shall be transported to the County operated transfer stations at 3650 Ramsey Road, Coeur d'Alene, or 15580 W. Prairie Ave, Post Falls. Contractor will follow County procedures and regulations in delivering and offloading municipal solid waste at the County site. Contractor shall not be charged County disposal fees for the disposal of municipal solid waste. If Contractor is charged for disposal of municipal solid waste in the future, compensation for services provided under this Contract shall be renegotiated.

**C.8 Vehicles/Equipment:** Contractor will furnish, during the period of this contract, a sufficient number of radio or cellphone equipped vehicles, and equipment to collect and dispose of all municipal solid waste generated in the municipal boundaries of City. All vehicles shall comply with all applicable local codes, state laws and federal requirements. Said equipment shall be maintained and operated in a clean and sanitary condition, in safe working condition, and in accordance with industry standards and norms at the sole expense of Contractor. Vehicles and equipment may be inspected and approved by City according to standards of Idaho Department of Transportation and this Contract prior to the initiation of the Contract and at any time during the performance of this Contract.

**C.8.1 Design:** Contractor shall furnish vehicles especially designed for the collection and hauling of municipal solid waste. All vehicles and/or equipment used for the collection of municipal solid waste shall be closed and watertight, front, rear, or side-loading, commonly known as packers or specially designed for the servicing of roll-offs and/or compactors. The equipment shall be clean, uniformly painted, marked and identified, and equipped with warning devices subject to review and approval by City. All vehicles will be licensed, lighted and safety inspected for highway operations.

## **SCHEDULE B COEUR D'ALENE CURBSIDE RECYCLING CONTRACT**

### **1. Definitions**

For the purpose of this contract the following definitions shall apply:

**Extras:** For purposes of Residential Rates for service, recyclables that do not fully fit within the cart; PROVIDED, recyclables shall be deemed to “fully fit within the cart” if there is no more than a three (3) inch gap between the bottom of the lid and the top edge of the cart.

**Material Recovery Facility (MRF):** Is a facility designed to separate co-mingled recyclables for market.

**Residential Accounts/Customer:** This Amended and Restated Contract defines a residential unit as a single-family home up to and including fourplex located within its City limits.

**Single Stream Recycling:** Is a system of curbside recycling that allows for the co-mingling of recyclable materials at the residence or business to be separated later at a Material Recovery Facility (MRF).

**Recyclable Materials:** The following materials will be collected by Contractor in Single Stream fashion as part of City’s Curbside Recycling Program. Contractor (to the extent which is reasonable for collection vehicle being used) will use reasonable efforts to assure the Single Stream Recyclable Materials do not contain excessive contamination consistent with industry norms and within acceptable limits of moderate, seasonal moisture.

- Newspaper
- Office Paper
- Magazines / Catalogs
- Junk Mail
- Cereal Boxes
- Paper Cartons
- Telephone Books
- Paper Bags
- Cardboard Boxes – “any size”
- Aluminum Cans – Foil – Food trays
- Steel / Tin cans
- Plastic Milk jugs

- Plastic Beverage Containers
- Plastic Jars and Tubs
- Plastic Trays, Cups and Containers
- Plastic Plant Pots
- Plastic Pill containers over 4 ounces
- 

**Other:** The parties hereto may, by written contract, alter the definition of recyclable materials, by expanding or deleting the type of materials included therein, for the purpose of residential recycling collection service.

**Recycling Carts:** 64-gallon carts utilized for collection of recyclable materials from residential customers existing in or around July 1, 2016.

**Vehicle:** Any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting recyclable materials upon public highways or thoroughfares.

**2. Contract Services:** See Section 2.0 of Base Contract.

### **3. Duties of Contractor**

**3.1. Recycling Bin Specifications:** Blue, 64-gallon Recycling carts, to be furnished by Contractor on or around July 1, 2016, shall be plastic made of 15% post-consumer recycled resin, which are clearly identified as a Single Stream recycling cart.

**3.2. Distribution of Recycling Bins:** Contractor will maintain blue 64-gallon recycling carts for distribution to all customers and replacement of lost or damaged carts. Contractor will make available additional recycling carts. All recycling carts distributed by Contractor shall remain the property of Contractor. Recycling carts are to remain at the residence to which they were originally delivered. Contractor shall establish policies and receive payment, upon City approval (which shall not be unreasonably withheld), for distributing carts to new customers and replacing lost, damaged or stolen recycling carts as requested by the Customer. Contractor shall be responsible for distribution and retrieval of all carts. Contractor shall maintain an extra

number of carts sufficient to meet needs as determined by historical trends. Contractor will stockpile additional carts as necessary to meet growth and new development.

**3.3. Collection Procedures:** Contractor shall collect recyclable materials placed by customer in a blue 64-gallon recycling cart at the same location as municipal solid waste collection service, whether it is curbside or alley. Contractor shall leave materials that are unacceptable for recycling in the recycling cart in an orderly and secure manner. Contractor shall leave a Courtesy Request Card on the cart explaining why the material was rejected. Contractor shall provide carbon copies of all Courtesy Request Card left on customer's cart to City's Recycling Coordinator on a monthly basis. City will work with Contractor to develop a Courtesy Request Card that properly identifies deficiencies. If the entire recycling cart is contaminated and Contractor must leave cart unemptied, in addition to leaving a Courtesy Request Card, Contractor shall attempt to call customer to explain why the recycling cart was left and how to correctly prepare recyclables for their next regular scheduled pick up. Contractor shall perform pre-collection and collection practices as are reasonably necessary and conform to accepted business practice.

All recyclable materials shall be collected at the curb and deposited into the collection vehicle.

**3.3.1. Service Standards:** Contractor shall offer, upon request from a commercial account customer, subscription-recycling service to multi-family, commercial and industrial customers. Contractor and multifamily, commercial or industrial customer shall negotiate and determine the type, level and frequency of service requested.

Contractor shall determine the service fee and bill the multi family, commercial or industrial customer directly for the negotiated recycling service fee.

Contractor shall provide service in a manner that is convenient, safe and free of nuisance. Contractor shall not trespass on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots or other areas unnecessarily or overnight; shall perform collection services as quietly as possible using procedures and equipment

which maximize efficiency and safety to the public in conformity to accepted business practices.

Contractor and its employees shall handle all recycling carts with reasonable care to avoid damage. All containers shall be replaced upright where found, or in a safer location. Recycling carts shall not be placed or thrown on streets, alleys, highways, or on adjoining property. Contractor shall not permit recycling carts to be thrown from the truck to the pavement or parkway nor in any way permit damage to occur by rough or improper handling thereof. Contractor shall be responsible for immediate replacement of any recycling carts damaged as a result of Contractor's negligence.

**3.3.2. Littering:** Contractor understands littering is a violation of Idaho Code and City Ordinances, subject to misdemeanor penalties; therefore, no roadside littering from vehicles or from loading practices during collection or during transport will be allowed. Public space, private ground, public streets, alleys, or ways about the recycling carts and the collection truck shall be left free from materials spilled during collection. Contractor shall be responsible for removal and/or proper handling of such spillage.

**3.4. Routing Procedure:** Collection of recyclable materials shall be provided on an every other week basis which coincides with the customer's solid waste collection service day. Routing of collections shall be through use of streets or alleys under this contract as solid waste collection service is provided. Contractor shall notify City twenty (20) working days prior to any changes in routing or service days and shall notify customers by mailings and/or drop-off flyers or other appropriate means of additions/changes in service schedules. Contractor shall not collect recyclable materials earlier than 6:00 a.m.

**3.4.1. Annexations:** If during the duration of this contract, the incorporated area of the City of Coeur d'Alene is expanded through annexation, City reserves the right, upon twenty (20) working days written notice to Contractor, to order Contractor to make all collections in such annexed area in accordance with all provisions of this contract.



Contractor in conjunction with City will notify any households within the annexed area of collection services for solid waste and recyclables.

**3.4.2. Holidays:** The following shall be holidays for the purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Contractor is required to observe the above listed holidays as non-collection days when the holiday is observed on a weekday. Holidays occurring on Saturday or Sunday will not alter the normal collection schedule. When a holiday is observed on a scheduled collection day, that day's collection shall be collected on the following day, shifting the schedule of collection for all remaining days of the week forward one day as well. Saturday, the rescheduled day during which collection would not normally occur, shall be considered a working day.

**3.4.3. Scheduling:** Contractor shall schedule every other week recycling collections to coincide with that of residential weekly garbage service. Routing will be performed to avoid conflict with other collection vehicles.

**3.4.4. Interruption of Service:** Whenever City or a customer notifies Contractor of locations that have not received scheduled service, Contractor is required to service such locations before 4:00 p.m. of the same day if Contractor is notified before 10:00 a.m. When notified after 10:00 a.m., Contractor shall service such locations no later than 12:00 noon of the following work day.

When roadways providing access are closed, or other disruptions beyond Contractor's control prevents collection on the scheduled day, Contractor shall make collection on the earliest succeeding workday when collection becomes possible. If such conditions continue for an entire collection cycle, or more, Contractor shall subsequently collect all the recyclable materials amassed for collection as soon as possible. When scheduled collection service is resumed, Contractor shall leave in a secure manner all temporary containers that customers have used when the regular recycling carts have been filled.

For other than the reasons noted in the immediately preceding paragraph, if through Contractor's fault it fails to collect a customer's curbside recyclables during a regular collection, City, at its option may:

1. Require Contractor to make a special make-up collection within one (1) working day after an oral make-up order is given; which collection shall include excess recyclables accumulated during the interval between the scheduled collection day and the special collection; or
2. Authorize Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge and to accommodate such a collection, allow the customer to use bags or temporary containers; or
3. Authorize Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer and a proportionate reduction in the amount payable to Contractor consistent with Schedule "C" or
4. Take any combination of the actions specified in subparagraphs 1, 2, or 3 above.

**3.5. Ownership of Recyclables:** Ownership of recyclable material remains with the person or household from which the materials originated until placed for collection by Contractor. Upon removal by Contractor from a designated collection point, rights to exclusive possession of properly prepared and stored recyclable materials shall be vested in Contractor. Materials not cleaned according to City specifications shall remain the property of the individuals or household from which the materials originated.

**3.6. Delivery of Recyclables:** Contractor shall collect all recyclable material, except glass, single-stream pursuant to this Contract. Contractor shall use its best reasonable efforts to deliver the recyclable material, except glass, to a vendor of Contractor's choice that recycles the allowed materials or, in the alternative, Contractor may act as its own broker/vendor for the recyclable material. Contractor shall use one or more of the following vendors for recyclable materials, but may use additional vendors upon notice to City Finance: **Bluebird Recycling, Coeur d'Alene, Idaho; Recology, Seattle, Washington; JMK Fibers, Seattle, Washington; SMaRT Recycling Center,**

**Spokane, Washington; Basin Disposal (Basin Recycling), Pasco, Washington; Northern State PAK, LLC, d/b/a Coeur d'Alene Garbage.** Except when circumstances beyond Contractor's control prevent compliance, it shall be a violation of this Contract to transfer to a third party or to deposit any recyclable material with other waste or for a purpose other than recycling. Contractor shall use a system of "depots" for the purpose of allowing the community to deposit glass at locations to be determined by City. Contractor shall monitor the depot locations and, when necessary, shall remove the glass to an appropriate facility, using its best efforts to recycle the glass if economically feasible. The cost to the City for this glass recycling program shall be no more than Contractor's actual expenses for the program.

**3.7. Customer Relations:** Contractor shall, as acceptable to City, establish procedures and requirements for customers to follow regarding customer's participation in the curbside recycling program and establish a response guide (informational brochure) if procedures are not followed.

City and Contractor will work together in developing and distributing materials necessary for advertising, promoting and educating the customers for any modifications, adjustments or changes in the residential curbside recycling program.

City shall take recycling related phone calls and will have either the ability to direct the caller to the appropriate office for inquiries or provide pertinent information regarding recycling programs. Contractor shall also maintain the ability to handle inquiries from customers in a timely fashion regarding instructions, procedures, collections and other issues related to the curbside recycling program. Contractor shall inform customers of the types of materials to be collected and shall specify the condition in which the material will be collected.

Contractor shall appoint a representative who shall be responsible for Contractor's public informational efforts concerning curbside recycling. This representative shall be available to coordinate public informational efforts with City's recycling coordinator, on an ongoing basis.

**3.7.1. Promotion of Contractor:** Subject to the approval of City, Contractor may promote its company in any materials it produces or distributes to participants in the recycling program. Contractor may use materials; data, photographs or other documentation regarding the recycling program in the promotion of its own services, both within and outside City.

**3.8. Reporting/Record Keeping:** Contractor shall collect and maintain route data on the number of households participating in the curbside recycling program, the weight of the separate recyclable materials collected and any other data directly related to Contractor's collection of curbside recyclable materials as reasonably required by City. Contractor shall submit the data on forms described in figure 1, Curbside Recycling Report, to City on or before the 15th day of the month following the month for which the report is submitted.

At City's discretion, Contractor shall provide to City or other governmental entities any and all records, route sheets and other data directly related to Contractor's collection of recyclable materials as may be reasonably requested, subject to the confidentiality obligations set forth in the main contract.

It shall be Contractor's responsibility to at all times keep City informed of when Contractor has provided recycling carts to customers upon customer's special request. It is recognized that in some circumstances that a 96-gallon cart may have to be used instead of the standard 64-gallon cart. The date of delivery, customer's name and address, and date of request shall be provided so that billing can accurately reflect all services provided.

**3.9. Vehicles/Equipment:** Contractor will furnish, during the period of this contract, a sufficient number of vehicles equipped with a communication capability, and equipment to collect, transport all recyclable materials generated through the curbside recycling program according to the requirements of this Contract. All vehicles shall comply with all applicable local codes, state laws and federal requirements, as well as all applicable industry standards and norms. Vehicles and equipment shall be inspected and

approved by City prior to the initiation of Contract and at any time during the performance of this Contract.

**3.9.1. Design:** Contractor shall furnish vehicles especially designed for the collection, hauling and delivery of recyclable materials. All vehicles and/or equipment used for the collection of recyclable materials shall be closed and watertight. The equipment shall be clean, uniformly painted, marked and identified, and equipped with warning devices subject to review and approval by City. All vehicles will be licensed, lighted and safety inspected for highway operations.

**3.9.2. Maintenance:** Contractor shall maintain garaging and maintenance facilities for all vehicles and equipment in a condition and at a location acceptable to City insofar as zoning, traffic, truck parking and nuisance considerations are concerned.

Contractor shall maintain and operate all vehicles and equipment in a serviceable, safe, clean, and sanitary condition, and in an orderly and presentable fashion. Contractor will keep its trucks and equipment in good appearance. City may require that trucks and equipment be kept cleaned and/or painted at Contractor's expense as may be reasonably necessary.

**3.10. Disclosure of Operations Information and Reports:** Records shall be kept on all complaints and resolution thereof and copies of said complaints and resolutions shall be provided to City's Recycling Coordinator on a monthly basis.

**3.11. Cooperation:** See Base Contract.

#### **4. Duties of City**

**4.1 Billing:** City will bill customer for recycling carts as provided by Contractor due to special requests by the customer under terms of this Contract. Billing shall be based on records provided to City.

**4.2 Payment Terms/Adjustments:** See Base Contract.

**5. General Provisions:** See Base Contract.

**Schedule C**  
**Rate Sheet for Coeur d' Alene**

Effective Rates July 1, 2016

<b>COMMERCIAL</b>	<b>CDA Garbage</b>
DELIVERY CHARGE / CONTAINER	\$ 35.00
DELIVERY CHARGE / ROLL OFF	\$ 60.00
MAKE CONTAINER LOCKABLE	\$ 30.00
LOCK CHARGE	\$ 15.00
SPECIAL PICKUP / RETURN FEE	\$ 35.00
TIME CHARGE / PER MINUTE	\$ 2.00
EXTRA - Bag, Box, Can	\$ 1.50
CURB SERVICE = 32 gallon can	\$ 6.00
RECYCLING BIN CHARGE	\$ 9.00
CART SERVICE - 35gallon	\$ 6.00
CART SERVICE - 64gallon	\$ 10.00
CART SERVICE - 96gallon	\$ 17.00
ADDITIONAL CART SERVICE	\$ 5.00
CART RENTAL	\$ 2.50
RETURN TRIP - CONTAINER	\$ 36.00
RETURN TRIP - ROLL OFF	\$ 60.00
FIGHTING CREEK TRIP CHARGE	\$ 225.00
Extra yardage per yard	\$ 6.50

<b>PERMANENT SERVICE MONTHLY</b>	<b>CDA Garbage</b>
PERM 1 YD	\$ 15.04
PERM 1.5 YD	\$ 21.34
PERM 2 YD	\$ 26.05
PERM 3 YD	\$ 38.76
PERM 4 YD	\$ 46.74
PERM 6 YD	\$ 61.43
PERM 8 YD	\$ 80.14
PERM 15 YD	\$ 289.43
PERM 20 YD	\$ 289.43
PERM 25 YD	\$ 363.24
PERM 30 YD	\$ 425.65

<b>EXTRA PICK UP</b>	<b>CDA Garbage</b>
EXTRA PICK UP 1 YD	\$ 6.00
EXTRA PICK UP 1.5 YD	\$ 8.00
EXTRA PICK UP 2 YD	\$ 10.50
EXTRA PICK UP 3 YD	\$ 16.00
EXTRA PICK UP 4 YD	\$ 20.00
EXTRA PICK UP 6 YD	\$ 26.00
EXTRA PICK UP 8 YD	\$ 40.00
EXTRA PICK UP 15 YD	\$ 150.00
EXTRA PICK UP 20 YD	\$ 150.00
EXTRA PICK UP 25 YD	\$ 150.00
EXTRA PICK UP 30 YD	\$ 150.00

<b>EXTRA SERVICE</b>	<b>CDA Garbage</b>
EXTRA SERVICE 1 YD	\$ 30.82
EXTRA SERVICE 1.5 YD	\$ 32.71
EXTRA SERVICE 2 YD	\$ 34.09
EXTRA SERVICE 3 YD	\$ 37.90
EXTRA SERVICE 4 YD	\$ 40.15
EXTRA SERVICE 6 YD	\$ 44.56
EXTRA SERVICE 8 YD	\$ 50.38

<b>TEMPORARY SERVICE FOR CURRENT COM. CUSTOMERS</b>	<b>CDA Garbage</b>
TEMPORARY 15 YD	\$ 150.00
TEMPORARY 20 YD	\$ 150.00
TEMPORARY 25 YD	\$ 150.00
TEMPORARY 30 YD	\$ 150.00

<b>SHORT TERM SERVICE FOR RESIDENTIAL CUSTOMERS AND FOR NON CURRENT COMMERCIAL CUSTOMERS</b>	<b>CDA Garbage</b>
1 YD THRU 8 YD PICK-UP	\$ 40.00
1 YD THRU 8 YD RENT	\$ 40.00
1 YD THRU 8 YD DELIVERY	\$ 40.00



<b>COMMERCIAL RENT MONTHLY</b>	<b>CDA Garbage</b>
1 YD	\$ 2.51
1.5 YD	\$ 3.34
2 YD	\$ 5.04
3 YD	\$ 6.70
4 YD	\$ 8.33
6 YD	\$ 13.35
8 YD	\$ 16.71
15 YD	\$ 60.07
20 YD	\$ 66.75
25 YD	\$ 75.12
30 YD	\$ 88.45

<b>TEMPORARY CONTAINER RENTAL MONTHLY</b>	<b>CDA Garbage</b>
1 YD	\$ 3.00
1.5 YD	\$ 4.00
2 YD	\$ 5.50
3 YD	\$ 7.00
4 YD	\$ 9.00
6 YD	\$ 14.50
8 YD	\$ 18.50
15 YD	\$ 125.00
20 YD	\$ 125.00
25 YD	\$ 125.00
30 YD	\$ 125.00

<b>CLEANING &amp; SANITIZING</b>	<b>CDA Garbage</b>
1 YD CONTAINER	\$ 50.00
2 YD CONTAINER	\$ 55.00
3 YD CONTAINER	\$ 60.00
4 YD CONTAINER	\$ 65.00
6 YD CONTAINER	\$ 80.00
8 YD CONTAINER	\$ 100.00
15 YD CONTAINER	\$ 185.00
20 YD CONTAINER	\$ 185.00
25 YD CONTAINER	\$ 200.00
30 YD CONTAINER	\$ 250.00
40 YD CONTAINER	\$ 300.00

<b>COMPACTOR SERVICE MONTHLY</b>	<b>CDA Garbage</b>
PERM 1.5 YD	\$ 83.49
PERM 2 YD	\$ 113.49
PERM 3 YD	\$ 170.29
PERM 4 YD	\$ 227.00
PERM 5 YD	\$ 283.81
PERM 6 YD	\$ 340.51
PERM 15 YD	\$ 425.65
PERM 20 YD	\$ 567.54
PERM 25 YD	\$ 709.41
PERM 30 YD	\$ 851.31
PERM 40 YD	\$ 1,135.08

<b>ADDITIONAL COMPACTOR SERVICE</b>	<b>CDA Garbage</b>
PERM 1.5 YD	\$ 25.00
PERM 2 YD	\$ 33.00
PERM 3 YD	\$ 50.00
PERM 4 YD	\$ 66.00
PERM 5 YD	\$ 82.00
PERM 6 YD	\$ 100.00
PERM 15 YD	\$ 150.00
PERM 20 YD	\$ 195.00
PERM 25 YD	\$ 250.00
PERM 30 YD	\$ 290.00
PERM 40 YD	\$ 395.00

<b>RESIDENTIAL</b> [Rate includes cart, recycling bin, recycling service and trash service]	<b>CDA Garbage</b>
1 CAN CART = 35 GAL CART	\$ 5.98
2 CAN CART = 64 GAL CART	\$ 5.98
3 CAN CART = 96 GAL CART	\$ 5.98
DUPLEX (3) CAN CART (1) = (1) 96 GAL CART	\$ 5.98
DUPLEX (3) CAN CART (2) = (2) 96 GAL CART	\$ 11.96
DUPLEX (2) CAN CART (1) = (1) 64 GAL CART	\$ 5.98
DUPLEX (2) CAN CART (2) = (2) 64 GAL CART	\$ 11.96
DUPLEX (1) CAN CART (1) = (1) 35 GAL CART	\$ 5.98
DUPLEX (1) CAN CART (2) = (2) 35 GAL CART	\$ 11.96
TRIPLEX (3) CAN CART (1) = (1) 96 GAL CART	\$ 5.98

TRIPLEX (3) CAN CART (2) = (2) 96 GAL CART	\$ 11.96
TRIPLEX (3) CAN CART (3) = (3) 96 GAL CART	\$ 17.94
TRIPLEX (2) CAN CART (1) = (1) 64 GAL CART	\$ 5.98
TRIPLEX (2) CAN CART (2) = (2) 64 GAL CART	\$ 11.96
TRIPLEX (2) CAN CART (3) = (3) 64 GAL CART	\$ 17.94
TRIPLEX (1) CAN CART (1) = (1) 35 GAL CART	\$ 5.98
TRIPLEX (1) CAN CART (2) = (2) 35 GAL CART	\$ 11.96
TRIPLEX (1) CAN CART (3) = (3) 35 GAL CART	\$ 17.94
FOURPLEX (1) CAN CART (1) = (1) 35 GAL CART	\$ 5.98
FOURPLEX (1) CAN CART (2) = (2) 35 GAL CART	\$ 11.96
FOURPLEX (1) CAN CART (3) = (3) 35 GAL CART	\$ 17.94
FOURPLEX (1) CAN CART (4) = (4) 35 GAL CART	\$ 23.92
FOURPLEX (1) CAN CART (1) = (1) 64. GAL CART	\$ 5.98
FOURPLEX (1) CAN CART (2) = (2) 64 GAL CART	\$ 11.96
FOURPLEX (1) CAN CART (3) = (3) 64 GAL CART	\$ 17.94
FOURPLEX (1) CAN CART (4) = (4) 64 GAL CART	\$ 23.92
FOURPLEX (1) CAN CART (1) = (1) 96 GAL CART	\$ 5.98
FOURPLEX (1) CAN CART (2) = (2) 96 GAL CART	\$ 11.96
FOURPLEX (1) CAN CART (3) = (3) 96 GAL CART	\$ 17.94
FOURPLEX (1) CAN CART (4) = (4) 96 GAL CART	\$ 23.92
EXTRAS	\$ 1.50
ADDITIONAL CART SERVICE	\$ 5.00
ADDITIONAL RECYCLE CART SERVICE	\$ 5.00