

## **BACKGROUND / ANALYSIS**

Residences and businesses in the City currently receive solid waste collection services from two separate providers formerly under Washington Utilities and Transportation Commission (WUTC) regulation. Rabanco (Allied) serves eastern Shoreline while Waste Management serves western Shoreline. The City Council took action in August 1995, and subsequently with each annexation (Area B in Feb. 1997, Area A-3 in November 98, and Area A-2 in August 99) to provide continuation franchises to these providers. This act began the process of terminating the authority of these companies to provide service within the City under WUTC regulation. The statutory transition period for the first area (the initial incorporation boundary of the City) was scheduled to end August 31, 2000. Your Council took action in July to extend this termination date to October 31, 2000, via Ordinance No. 245, in order to provide additional time for the RFP process. That Ordinance also grants the City Manager authority to extend that termination date further in order to ease the implementation of any change in service.

The main objectives of the City to be accomplished through the RFP process are to:

1. Give the City a role in ensuring the adequate provision of Solid Waste Collection services to Shoreline residents and businesses;
2. Equalize the level of service to similar customers across Shoreline; and
3. Ensure that the service is being provided at a competitive price.

Solid waste collection in the City is under the City's jurisdiction, but the terms currently under which the franchisees operate are the same as the WUTC's regulations. There is little opportunity to require different or new services like assistance with community cleanup events.

The City has filed an action in King County Superior Court to clarify the City's authority to replace existing continuation franchises with a service contract awarded to one provider after a competitive selection process. A summary judgment hearing on that action occurred on October 13, 2000. A decision was awarded on October 27 granting the relief sought by the City and resolving most of the issues raised in that litigation including the City's authority to take the action recommended by staff.

The City issued a RFP for solid waste collection services on May 16, 2000, and received three responses, as discussed above, on July 21. Staff from the City Manager's Office and Finance and Public Works Departments reviewed these responses and recommended to your Council at your September 5, 2000 workshop, that Waste Management be selected as the preferred provider of Solid Waste Collection Services. Your Council concurred with that recommendation and staff has worked with Waste Management to finalize a contract for services and to develop an implementation plan, both of which are presented herein for Council Consideration.

### **Key Provisions Of Proposed Contract**

Sections 3 "Operations" & 5 "Service Rates" are the most interesting and substantive sections of the proposed contract and will be reviewed in more detail below. Section 1 includes definitions of key terms utilized in the contract. Section 2 establishes the term of the contract, seven years plus two one-year options (2.3.1) and sets out the rights

and general obligations of the parties including the Contractor's exclusive right to provide service (2.11), and the Contractor's waiver of claims against the City (2.11.2).

Section 4 covers general insurance, indemnification, and contract enforcement provisions including a schedule of liquidated damages for specific service problems or violations of contract provisions (4.13). This last section, 4.13, sets up a specific hierarchy of default categories from category A defaults that may lead to termination if not cured to a series of category B defaults that may result in specific liquidated damages ranging from \$25 for failing to use an informational tag to notify a customer why a collection was refused to \$1,500 for failing to appropriately process and market a truckload of recyclable materials. These liquidated damages establish simple and clear financial incentives for the contractor to comply with the service requirements of the contract.

### **Section 3 "Operations"**

This section establishes the specific types of service that will be provided and how those services will be provided. Key provisions include:

- Residential collection restricted to hours between 7:00 a.m. and 4:00 p.m. (3.3.2)
- Service to City owned/operated locations without charge (3.3.4)
- Support for community clean-up events, i.e. free collection services and up to \$2,000 in tipping fees (3.3.9)
- New Bulky Item (furniture or other junk that won't fit in a garbage can) and White Good (appliances – to be recycled) curbside collection service (3.3.10)
- Customer flexibility in selecting size of containers and Contractor's duty to provide and replace containers as necessary without separate charge to customer except for yard waste container of 32 gallons or less (3.4.3)
- Seven day new customer start, i.e. service must start within 7 days of request (3.5.1)
- Vacation suspension, i.e. customer can cancel service for 3 weeks or more during a vacation and be credited for service with no resumption charge (3.5.2)
- Carry-out service requirements, i.e. free for disabled customers while others can choose to pay for the service (3.5.3)
- Responsibility for cleaning any spills within four hours (3.6.1)
- Support for recycling efforts (3.8)

### **Section 5 "Rates and Rate Adjustments"**

This Section starts with a specific reference to the initial rates that are listed in Appendix G to the proposed contract. Appendix G was taken directly from Waste Management's proposal and includes the rates that were previously discussed with your Council as a significant basis for Waste Management's selection. The proposed contract allows these rates to be adjusted once per year with a January 1 effective date for any adjustment. Rates can only be changed based on one of two basis: 75% of an increase in the Consumer Price Index (capped at 5%), and/or increases in local, county, or state taxes or fees (including King County disposal fees). These changes and their impact on rates will be readily verifiable. It is the expectation that increases justified by these bases will be approved by the City, but the City retains the ability to perform an audit to verify that any proposed increase is consistent with the terms of the contract.

If a tax or fee is increased effective other than on January 1, the Contractor must wait until the following January 1 to increase rates, but can increase rates an amount sufficient to recover the increased cost paid prior to the rate increase and associated interest. This complexity was added in order to avoid multiple increases each year as the contract takes their CPI increase, then King County increases its disposal fee, and then another entity changes some other tax or fee. Two to three increases in a year have occurred at times during the past five years staff has been observing the provision of this service in Shoreline.

The City is also granted the authority to control or design the rate schedule. The City may, for example, increase the difference in rates between high and low quantities of solid waste collection in order to provide greater incentives for waste reduction and recycling. The only caveat on this authority is that the total revenue collected by the Contractor can not be reduced.

In summary, Section 5 of the contract ensures a new level of rate stability and predictability and protects the benefit to the customer of the market rates achieved during the RFP process. It also grants the City new authority to monitor, verify, and potentially manage solid waste collection rates.

#### Implementation, Outreach And Relations

Implementation of the proposed contract is divided into two distinct phases: short-term and long-term. The short-term phase is focused simply on ensuring that existing customers continue to obtain service with as little disruption as possible. The long-term phase will focus on reaching out to customers and non-customers alike to educate them on new service options so that benefits from the new contract can be realized. It should be noted that the implementation schedule is not as specific and definite as may be desired due to uncertainty regarding the outcome of your Council's action. Waste Management is rationally reluctant to enter into specific acquisition commitments that would provide additional certainty at this point in the process. Additional information may be available in the weeks following Council action should the City proceed with the proposed service contract.

#### **Short-Term**

As your Council may recall, the service level on the east side of Shoreline, Rabanco's current service area, will not change significantly. The goal in this area is to achieve a transition from one service provider to another that is, at this point, as transparent as possible. Waste Management is working to obtain current customer information and ownership of existing containers from Rabanco in order to minimize the change perceived by customers. Notices will go out in December and Waste Management will begin providing service as of March 1. The degree to which old containers will need to be replaced should be resolved in early January. In that same time period Waste Management will determine if Rabanco's current collection day schedule will need to be changed in order to integrate this service area with the rest of the City.

The proposed contract presents greater change for customers on the west side of Shoreline. They will see a new recycling service and a new collection schedule for both recycling and yard waste. Under the new schedule recycling and yard waste collection will alternate each week instead of both being collected every week. The new recycling

service will require new containers and education on how the new collection system will work. The new collection schedule will require operational changes and more customer education. This education process will begin in January and extend into February 1, 2001. Yard waste collection during this period is monthly as has been the standard practice during the winter months for some time. March 1 is when the service will change to every other week as service under the contract is implemented.

#### **Long Term Implementation**

Implementing the rest of the contract will be an ongoing process with a significant focus of activity in the six months following March 1, 2001. This activity will include additional communication with current customers to give them the option to adjust their service to their needs in accordance with new flexibility provided by the contract. New services, such as curbside Bulky Item and White Good collection, will be introduced. New options and prices will be introduced to current non-customers. Coordination of recycling program support under the contract and existing state and county programs will also be a focus of activity.

At about this same time, if approved by your Council during the 2000 budget process, the City will hire an Environmental Specialist position in Public Works to work directly with the contractor on this education and implementation effort.

#### **KEY DATES**

Your Council has granted the City Manager authority to extend the authority of existing providers to continue providing service for up to an additional six months, through March 2001. The prices bid by Waste Management are good, by the terms of the Request For Proposal, through January 21, 2001. There is some limited time for additional discussion if necessary and the City does have, in Waste Management, a willing partner in making this change. Completing the initial implementation on March 1, at the beginning of the spring yard waste collection period, is expected to facilitate a smooth transition. A delay in Council action will jeopardize that implementation date.

#### **RECOMMENDATION**

Motion authorizing the City Manager to execute a contract for Solid Waste Collection Services with Waste Management substantially in the form attached.

#### **ATTACHMENTS**

Attachment A – Proposed Contract For Solid Waste Collection Services

**SOLID WASTE, RECYCLABLES, AND YARD WASTE  
COLLECTION AND PROCESSING CONTRACT**

**Between**

**THE CITY OF SHORELINE**

**and**

**WASTE MANAGEMENT OF WASHINGTON INC. D.B.A. Waste  
Management-Northwest**

This Contract is made and entered into this \_\_\_\_ day of December, 2000 by and between the CITY OF SHORELINE, WASHINGTON (the "City"), a Washington municipal corporation, and Waste Management of Washington d.b.a. Waste Management Northwest (hereinafter called the "Contractor").

**RECITALS**

WHEREAS, it is essential that residential, commercial and industrial solid waste be reduced and properly collected, recycled, and disposed of in order to avoid adverse environmental and social effects; and

WHEREAS, The City of Shoreline incorporated in 1995, and has granted continuation franchises to solid waste companies operating in the City at the time of incorporation; and

WHEREAS, the Contractor is qualified to provide solid waste collection and recycling services, including processing and distribution of recyclable materials and yard wastes to end markets, in accordance with the terms of this Contract; and

WHEREAS, the Contractor agrees for the consideration stated to collect and dispose of solid waste, and to collect, process and market recyclable materials and yard waste collected within the City of Shoreline in accordance with this Contract;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, THE CITY OF SHORELINE and CONTRACTOR, hereby agree as follows:

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## SECTION 1.

## DEFINITIONS

The following terms shall have the following meaning unless the context otherwise specifies or requires.

- 1.1 **"Bulky Items"**: shall include such items as chairs, tables, console television sets, couches, mattresses, cabinets and dressers, and other household items not exceeding eight (8) feet in length as agreed by the parties.
- 1.2 **"Carrying Costs"**: means the rate of interest applicable to Contractor's borrowing of money, not to exceed the Prime Rate of interest as quoted from time-to-time in the Wall Street Journal, or any successor publication.
- 1.3 **"City"**: The City of Shoreline, Washington.
- 1.4 **"Commencement Date"**: The date upon which the Contractor is authorized and is obligated to commence providing services in accordance with the terms of this contract. This date shall be the first day of the month occurring no sooner than sixty-five (65) days following the full execution of this Contract. The Commencement Date is \_\_\_\_\_.
- 1.5 **"Commercial Customer(s)"**: All Customers who choose to receive Service from the Contractor and who are not included within the definition of "Residential Customers."
- 1.6 **"Contract"**: This Solid Waste, Recyclables, and Yard Waste Collection and Processing Contract, its Appendices, and any amendments thereto.
- 1.7 **"Contractor"**: Waste Management of Washington d.b.a. Waste Management Northwest.
- 1.8 **"County"**: King County, a political subdivision of the State of Washington, its successors or assigns.
- 1.9 **"Curb" or "Curbside"**: The area on the Customer's property and within five feet of the public street within which Solid Waste, Recyclables, and Yard Waste must be left for collection without blocking sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude such a location for purposes of the collection of Solid Waste, Recyclable Materials and Yard Waste, Curbside shall mean an alternate location suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the Parties.
- 1.10 **"Customer(s)"**: Residential Customers and Commercial Customers as defined herein.
- 1.11 **"Day(s)"**: Unless otherwise specifically stated, this term shall refer to calendar days.



1.12 **"Director"**: Director of Public Works, City of Shoreline, Washington, or such other representative as may be designated by the City.

1.13 **"Facility" or "Facilities"**: The Facility or Facilities owned, operated or used by the Contractor to perform its obligations under the Contract to pick up, transfer, load, unload, transport and dispose of Solid Waste, Recyclable Materials and Yard Waste, including but not limited to the transfer stations, transportation facilities, locations of delivery of all garbage, refuse or other Solid Waste to the King County Solid Waste System, Recyclable Materials Processing facilities, Yard Waste Processing facilities, and any other Facilities or equipment described in the Contract or as designated by the City.

1.14 **"Hazardous Waste"**: Means any waste, material or substance that is:

1.14.1 Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;

1.14.2 Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; or

1.14.3 Certain waste that after the effective date of this Contract comes within the scope of 1.14.1 or 1.14.2 of this definition as determined by a governmental entity with jurisdiction.

Notwithstanding the foregoing, any waste that after the effective date of this Contract ceases to be included in 1.14.1 or 1.14.2 of this definition as determined by a governmental entity with jurisdiction shall not be deemed Hazardous Waste.

1.15 **"Inaccessible Area"**: Any area that does not have safe access due to turnaround or clearance limitations, or due to weight limitations established by the City and is not accessible by the Contractor's collection vehicles.

1.16 **"Mobile Toter"**: A movable container that holds thirty two (32) to ninety six (96) gallons of Solid Waste, Recyclable Materials, or Yard waste with a hinged-lid with a tight fit, thick skinned one-piece balanced weight body on wheels, which container can be picked up at Curbside with a hydraulic dumping mechanism. The Director may approve Contractor's use of alternate sizes of Mobile Toters.

- 1.17 **"Party" or "Parties"**: The City of Shoreline, Washington, and Contractor.
- 1.18 **"Processor"**: The Waste Reduction and Recycling Processing Center(s) designated from time to time by the Contractor and approved by the City to process and market Recyclable Materials and Yard Waste.
- 1.19 **"Recyclable Materials (Recyclables)"**: Materials generated in the City of Shoreline capable of reuse as designated by the Director, including but not limited to mixed waste paper (including corrugated), newspaper, tin and aluminum cans, glass bottles and jars, numbers 1 - 7 plastic containers (with the exception of plastic bags and film), polycoated paper, aseptic packaging and ferrous scrap accumulated and intended for recycling or reuse and collection by the Contractor. Ferrous scrap shall not exceed sixteen (16) inches long by sixteen (16) inches wide by twelve (12) inches deep. The term Recyclable Materials excludes all Hazardous Wastes, and Solid Wastes intended for disposal in a landfill, incinerator, or solid waste disposal facility under WAC 173-304. All Recyclable Materials intended for collection by the Contractor shall remain the responsibility and in the ownership of the Customer until such materials as contained in designated Recycle Containers are placed at Curbside for collection by the Contractor. Such materials then become the responsibility and property of the Contractor subject to the right of the Customer to claim lost property of value.
- 1.20 **"Recycle Container"**: Designated Mobile Toters in which Recyclable Materials can be stored and later placed at Curbside, alleyside, or other location designated by the Director or Contractor with the concurrence of the Director. This term also includes but is not limited to designated commercial front load boxes, drop boxes and compactors at locations as may be specified by the Director. The Director may approve Contractor use of alternative sizes of Recycle Containers.
- 1.21 **"Residential Customer(s)"**: Those Customers who choose to receive Services from the Contractor and who reside in one-unit houses, duplexes or mobile homes located on a public street. Residential Customers located in an Inaccessible Area will be eligible for service if materials are set at Curbside or other location readily accessible to Customer and Contractor. Notwithstanding the foregoing, the Contractor will continue to provide at least the level of service presently provided to such customers in Inaccessible Areas.
- 1.22 **"Service"**: Any and all matters and things that are required to be done, kept, performed and furnished under this Contract.
- 1.23 **"Service Area"**: That area of the City for which the Contractor is hereby provided an exclusive right to provide Service as such Service Area exists at the time of the execution of this contract and as it may be expanded from time to time as determined by the City. The City expects the Service Area to expand over time as described in detail in Appendix A.
- 1.24 **"Solid Waste"**: Shall be as defined by RCW 70.95.030 and WAC 173-304-100(73), (as they may be amended or replaced from time to time) and shall not include sludge from

wastewater treatment plants, sewage from septic tanks, or Hazardous Waste. Solid Waste also shall not include Recyclable Materials, Yard Waste, or any material that is not accepted by the King County solid waste disposal system.

1.25 **"White Goods"**: shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors and other items as agreed by the parties.

1.26 **"WUTC"**: The Washington Utilities and Transportation Commission.

1.27 **"Yard Waste"**: Compostable organic material, including leaves, grass, branches, brush, flowers, tree wood waste, and other biodegradable waste that may be designated by the Director. Yard Waste may include sod and a small number of incidental rocks not over two (2) inches in diameter and limbs and branches not over three (3) inches in diameter or three (3) feet in length. Yard Waste does not include demolition debris such as concrete, wallboard, lumber or roofing material or soil contaminated with Hazardous Waste.

## **SECTION 2                      General Provisions**

### **2.1      Applicable Law.**

The Contract is made in and shall be construed under the laws of the State of Washington.

### **2.2      Quality of Performance.**

The Contractor and its officers, employees, agents and subcontractors shall perform every act or service to be performed under the Contract in a skillful and competent manner in accordance with the highest standards of the solid waste collection, transportation and recycling industries. The Contractor shall be responsible to the City for any errors, deficiencies or failures to perform the Contract.

### **2.3      Contract.**

2.3.1 **Length of Contract.** The term of this Contract shall be for a period of seven (7) years commencing on the Commencement Date. The Contract may be extended for two additional one (1) year periods under the same terms and conditions at the sole discretion of the City by giving the Contractor written notice at least 120 days prior to the end of the original seven year term or any extension thereof. The expansion of the Service Area in accordance with the provisions hereunder shall not operate to extend the length of the Contract as provided in this Paragraph.

2.3.2 **Termination – Contractor's Duties.** Upon the termination of this Contract, Contractor shall have an affirmative duty to ease the transition to a new provider including, without limitation, responding in a timely manner to reasonable requests for information,

negotiating in good faith for the transfer of containers, bins, and/or totes, and coordinating the schedule of service transfer to minimize the impact on Customers. This duty shall survive the termination of the Contract for a reasonable period necessary to conclude the transition in Service responsibility.

2.3.3 Meaning of Contract Terms. Unless otherwise specifically defined as provided herein, words describing materials or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste and recycling professionals, engineers and trades.

2.3.4 Entire Contract. This Contract and the Appendices attached hereto contain the entire Contract between the Parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect. Each of the Parties acknowledges and represents to the other Parties that it is executing this Contract solely in reliance upon its own judgment and knowledge and that of its counsel, and that it is not executing this Contract based upon any representation or covenant of any other Party, or anyone acting on such Party's behalf, except as expressly stated herein.

2.3.5 Amendment. This Contract may be modified or amended only by a written agreement duly executed hereto by authorized representatives of the Contractor and the City.

2.3.6 Successors. This Contract shall inure to the benefit of and shall be binding on the Parties, their successors and assigns.

## **2.4 Intent of Contract Documents.**

2.4.1 Comprehensive Contract. All Services that are necessary to complete and carry out the Contract requirements as provided herein shall be considered the Services to be performed by the Contractor without extra compensation unless otherwise expressly stated.

2.4.2 Comprehensive Services. Unless expressly agreed otherwise, the Contractor shall provide and pay for all collection, transfer, transport and disposal site access, services, operation, labor, overtime labor, standby labor, methods, materials, equipment, transportation, power, fuel, water, taxes and all other Facilities and Services of any kind necessary to perform under the Contract.

2.4.3 No Waiver of Governmental Powers. It is understood and agreed that, by execution of the Contract, the City does not waive or surrender any of its governmental powers.

## **2.5 Facilities and Personnel.**

The Contractor warrants that the Facilities and personnel used in the performance of the Contract shall conform to the requirements of the Contract and the design, operation and training requirements of the Contract and applicable law.

## **2.6 Time of the Essence.**

Time limits stated in the Contract are of the essence. No waiver of the Contract time limits or schedule dates is to be implied from any Party's failure to object to untimely performance under the Contract. Any waiver of time limits or schedules shall not be construed as a waiver of any future time limits or schedules.

## **2.7 Payment of Subcontractors and Agents.**

Unless a reasonable dispute exists concerning payment, the Contractor shall promptly pay all subcontractors, materialmen, suppliers or laborers engaged for purposes of the Contract in accordance with the contract or agreement between that person and the Contractor. The Contractor agrees promptly to remove, have removed or bond in accordance with Washington law any liens or encumbrances that, because of any act or default of the Contractor, its officers, employees, agents, subcontractors, sub-subcontractors, material suppliers or Facility owners, are filed against a Facility or against any real or personal property required to fully perform the Contract. If the Contractor does not promptly pay all subcontractors, materialmen, suppliers, or laborers in accordance with this Section, the Contractor agrees to defend, indemnify and hold the City harmless in accordance with Section 4.5.

## **2.8 Third-Party Beneficiaries.**

The Contract is entered into by the City in its governmental capacity and is not intended to nor does it create any third-party beneficiary or other rights in any private person. The Contract does create certain rights in the City with respect to the Contractor; those rights may be exercised only by and through the City.

## **2.9 Personnel Practices; Nondiscrimination.**

**2.9.1 Personnel Practices:** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any non-disqualifying sensory, mental or physical disability, unless based on a bona fide occupational qualification. To the full extent permitted by applicable law, the Contractor shall take affirmative action to ensure that applicants are selected for employment and that employees are treated during employment without regard to their creed, religion, race, color, sex, national origin, or the presence of any non-disqualifying sensory, mental or physical disability. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Director setting forth the provisions of this nondiscrimination clause.

**2.9.2 Service:** The Contractor shall not discriminate against any current or potential Customer in the provision or offering of Service because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical disability. The Contractor will take prudent steps to communicate with current and potential Customers of diverse heritage including when practical making literature available in a language other than English and utilizing a translator service to as necessary to ensure quality customer service.

**2.9.3 Enforcement:** The Contractor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely. Prior to any action on any claimed violation of this provision, Contractor shall be entitled to notice of the alleged violation and a period of thirty (30) days to respond and/or correct any deficiency.

## **2.10 OSHA/WISHA.**

The Contractor must comply with the requirements 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. The Contractor shall indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the acts and standards issued thereunder. The Contractor shall comply with all applicable local, state, and federal health and environmental regulations and standards applying to the operation of all Facilities and Services under this Contract.

## **2.11 Exclusive Right.**

**2.11.1 Contractor's Exclusive Right to Collect Waste.** Subject to preemptive federal or state law and the provisions of this Agreement, the City grants to the Contractor the exclusive right to collect, haul and transport Solid Waste, Recyclable Materials and Yard Waste, as defined herein, from Customers within the Service Area. The Contractor shall properly dispose of collected Solid Waste and collect, process, and market Recyclable Materials and Yard Waste for the term of this Contract and in accordance with the provisions hereof, provided, however, that any areas within the City which are subject to a certificate, franchise, service contract, or permit held by third parties pursuant to state law are hereby excluded from the terms of this Section until such time as the franchise, certificate, permit, or service contract held by said third party is terminated as discussed further in Appendix A.

Notwithstanding the foregoing, consistent with applicable law, the City cannot and does not grant the Contractor the exclusive right to collect Recyclable Materials from Commercial Customers or prohibit waste hauling included in a labor contract for services such as construction and land clearing or landscaping services. This exclusion specifically does not apply to any drop box or container related solid waste hauling services. In addition, the Contractor recognizes that

Solid Waste, Recyclable Materials, and Yard Waste collection are not mandatory in the City, and nothing in this Contract prevents City residents and businesses from self-hauling Solid Waste, Recyclable Materials, and Yard Waste that such resident or business generate on their own property.

The Contract is not intended to impose substantive standards affecting the price, route, or service of Contractor in the transport of "property," as that term is defined by federal laws. In the event that a court decision is issued or legislation enacted which the parties agree causes the legal definition of "property" to encompass material that the Contractor has a right to collect hereunder, and, as a result, precludes the City's ability to enforce the exclusive rights granted by this Contract with respect to collection of such "property," then Contractor has the option, exercisable within 90 days after the date of such legislation or court decision, to decline to provide collection services as to that "property" under the terms of this Contract. If it elects to exercise such option, the Contractor must notify the City in writing at least 30 days before the Contractor terminates collection services with respect to particular "property". Notwithstanding anything in this Contract to the contrary, the Contractor shall not be entitled to any compensation with respect to any "property" for which it does not provide collection services under this Contract.

In regards to any Inaccessible Area that includes more than five (5) potential service customers, the Contractor, at its option, may utilize alternate equipment to which said area is safely accessible, or provide the City with written notice acceptable to the City of the forfeiture of its exclusive right to serve such area.

**2.11.2 Service Area Transition.** The Contractor shall cooperate with the City in defending and/or satisfying any and all claims or rights for compensation or damages as outlined in RCW 35A.14.900 or other law arising out of the cancellation of the previous certificate, permit, or franchise and the inclusion of said area within the Service Area of this Contract as further described in Appendices A & B; provided, however, nothing in this provision is intended to impose any obligations for indemnification beyond those stated in Section 4.5 of this Contract. As part of the consideration under this Contract, Contractor hereby waives any and all claims, including without limitation claims for damages or compensation, that it may have under RCW 35.02.160 or RCW 35A.14.900 or other law from the City, its agents, officers, or assigns arising out of the cancellation of any certificate, permit or franchise for providing service within the Service Area (including territory described on Appendix A). Further, the Contractor expressly waives any claims that it has raised or could have raised in *City of Shoreline v. Allied Waste Industries, et al.*, King County Superior Court Cause No. 00-2-14156-4SEA. The Contractor reserves its option to reactivate its certificate from the WUTC to collect Solid Waste in the City, should the City later cease to assert its jurisdiction over the collection of Solid Waste.

## **2.12 Contract Administration/Notices.**

**2.12.1 City of Shoreline Representative.** This Contract shall be administered by the manager designated by the City of Shoreline.

2.12.2 Contractor's Representative. The Contractor shall designate and provide the services of a competent representative for the term of the Contract. The Contractor's representative shall be the Contractor's agent and shall represent the Contractor for all purposes under the Contract. All directions, instructions or notices given by the City to that representative shall bind the Contractor as if delivered to the Contractor personally. The representative shall have authority to act on behalf of the Contractor; the statements, representations, actions and commitments of the Contractor's representatives shall fully bind the Contractor.

The Contractor's designated representative shall be:

Ray Evans  
District Manager  
Waste Management Northwest

2.12.3 Notices. The City or the Contractor may change its designated representative at any time by written notice. Notices required pursuant to this Contract shall be sent via facsimile if receipt is confirmed by voice communication, shall be hand delivered, or sent by registered mail or by private independent courier. Any written notice under the Contract shall be deemed received on the date sent via facsimile and voice confirmed, when delivered in person to the person to whom it was intended, or if sent by registered mail, return receipt requested, two business days after the date it was mailed to that person at the contact person's address. Either Party shall have the right to designate a new address for the receipt of notices by giving written notice as herein provided, but notwithstanding the foregoing, such notice of a new address shall not be effective until actually received by the other Parties.

## **2.13 Taxes, Permits and Fees.**

2.13.1 Contractor's Permits and Licenses. The Contractor shall obtain at its own expense all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the term of this Contract. The Contractor shall pay promptly and before delinquency any and all taxes, fees and charges of every type required by law and, upon request by the City, shall furnish evidence of such timely payment.

2.13.2 Taxes. The Contractor shall be solely responsible for all applicable taxes, fees and governmental charges, including but not limited to City utility, business and occupation or other taxes, license fees; all federal, state, regional, county and local taxes and fees, including but not limited to income taxes, property taxes, permit fees, operating fees, governmental surcharges of any kind; business and occupation taxes; workers' compensation and unemployment benefits. The Contractor expressly agrees to pay the City's utility tax applicable to Contractor's activities under this Contract at the rate in effect at the time this Contract becomes effective or at such other rate as the City determines from time to time.

2.13.3 Impact On Rates. The extent, if any, to which the Contractor will be permitted to adjust rates for cost increases, due to the imposition of or increase in the rate of taxes, fees, or surcharges, is set forth in Section 5.



#### **2.14 Fines; Penalties.**

The Contractor shall be liable for all fines or penalties imposed by any government agency for violations of permits, licenses, certificates, laws or regulations related to this Contract; the City shall not be liable for and shall not reimburse the Contractor through a rate increase or otherwise for any fine or penalty imposed. The Contractor reserves the right to contest any fine or penalty in administrative proceedings or in court prior to its payment.

#### **2.15 Dissolution of the City and Successor to the City .**

In the event that the City is dissolved or its Solid Waste, Recyclable Materials or Yard Waste functions and powers related to the Contract are taken from the City by legislative act or referendum of the people, all of the duties, rights and remedies of the City under the Contract shall remain in full force and effect and shall be transferred to either: (1) the successor to the City as specified by the legislative act or referendum by which the City is dissolved; or (2) if no successor to the City is specified by the relevant legislation or referendum, the State of Washington; however, the Contractor may terminate its obligations under the Contract if the State of Washington does not agree to be bound by the provisions of the Contract.

#### **2.16 No Personal Liability.**

The Contract is not intended to and shall not be construed to create or result in any personal liability for any public official or City employee or agent.

#### **2.17 Severability.**

If any Contract provision is declared void, invalid or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in full force and effect and shall bind the Parties.

#### **2.18 Waivers.**

The City's or Contractor's failure to object to a breach of any Contract provision or the failure to require performance is not and shall not be construed as a waiver of those provisions and shall not affect the ability of a Party to thereafter enforce the same. The payment or acceptance of compensation subsequent to any breach is not and shall not be construed as an acceptance of that breach. All waivers must be in writing and supported by consideration. Waiver by a Party of any breach shall not constitute a waiver of any successive breach.

#### **2.19 Disagreements.**

Any dispute that cannot otherwise be resolved between the Parties during the term of this Contract shall be subject to the dispute resolution provisions of Section 4.13.

## **2.20 Governmental Authority.**

Subject to the rights expressly granted to the Contractor herein, nothing in this Contract shall prevent or limit the City's exercise of its police power, power of eminent domain, or other governmental authority.

## **SECTION 3 Operations**

### **3.1 Services to Be Performed.**

The Services to be performed by Contractor hereunder include the collection of all Solid Waste, Recyclable Materials, and Yard Waste in accordance with Section 2.11 from all Customers in the Service Area requesting service and who are not in default. All residential service levels of Solid Waste collection shall include collection of Recyclable Materials at no extra charge.

### **3.2 Contractor to Make Examination.**

The Contractor shall undertake its own examination, investigation and research regarding the Service required hereunder. The Contractor shall make no claim against the City because of any information that the City may have provided in connection with this Contract. The Contractor assumes the risk of all conditions foreseen or unforeseen and, except as expressly provided otherwise herein, agrees to continue the Services without additional compensation under whatever circumstances develop.

### **3.3 Collection.**

**3.3.1 Route Map and Route Changes.** The Contractor shall show, on a map furnished to the Director, the day of the week when Solid Waste, Recyclables and Yard Waste shall be collected from each area or route. The Contractor may change collection routes, giving notice to the Director and the Customers affected, if any. Routing changes must include a new route map.

**3.3.2 Collection Schedule.** Residential pickups shall be made Monday through Friday from 7:00 a.m. to 4:00 p.m. unless otherwise approved by the City in writing. Commercial pickups may take place at any time on the designated weekday, provided that the Contractor's operation does not disturb Residential Areas. If Residential Areas are interspersed with Commercial Areas (as determined by the City), the collection times shall be limited to 7:00 a.m. to 4:00 p.m. The Director shall make the final decision on the suitability of collection hours for each route or location. The Director may change any decision with regard to the suitability of the collection hours at any time, and such decision shall take effect seven (7) days after written notice is sent to the Contractor.

Solid Waste, Recyclable Materials and Yard Waste shall all be collected from the same Customer on the same day of the week. Solid Waste shall be collected at least weekly and Recyclables and Yard Waste collected on alternate weeks (March through October). (Solid

Waste and Recyclables shall be collected one week; Solid Waste and Yard Waste collected the following week.) During November through February Yard Waste shall be collected once per month with the Recyclables collection unchanged. Residential collection shall be at Curbside with the exception of Customers with physical disabilities as provided for in Section 3.5.3.

The Contractor shall comply with reasonable requirements of Commercial Customers with respect to security, location of containers and frequency of removal. Commercial collection of both Solid Waste and Recyclables shall be made daily if necessary, or as requested by the customer.

**3.3.3 Collection Schedule Changes.** The Contractor shall inform the Director of the day of the week when Solid Waste, Recyclable Materials and Yard Waste shall be collected from each Customer. The Contractor may change the day of collection, giving notice to the Director and the Customers affected at least fourteen (14) calendar days prior to the effective date of such change. For Residential Customers, the proposed change and the form of notice to the Customer must be approved by the Director.

**3.3.4 Collection at City-Owned Sites.** Within the Service Area, the Contractor agrees to provide for the collection, removal, disposal and/or processing of Solid Waste and Recyclable Materials from City-owned and occupied buildings. Such collection, removal and disposal shall be without charge to the City, provided that the Solid Waste and Recyclable Materials are placed in containers conveniently located for collection. Appendix C lists those City-owned and occupied buildings and parks structures to which this Section applies. The City reserves the right to amend or replace Appendix C to reflect changes in City-owned and occupied buildings.

**3.3.5 Holiday Schedule.** Subject to City approval, the Contractor shall designate the holidays to be observed under this Contract. The Contractor shall determine the schedule to be worked if the holiday falls on a regular collection day, but the Contractor must perform a make-up collection within one business day after the holiday. The Contractor shall provide the City and affected Customers with notice in writing of the change in collection schedule at least thirty (30) days prior to the holiday. Deviation from the published schedule shall subject the Contractor to liquidated damages as provided in Section 4.13.4.

**3.3.6 Inclement Weather.** When weather conditions are such that continued operation would result in danger to collection staff, area residents or equipment, the Contractor shall collect only in areas that do not pose a danger. The Contractor, upon notice to and consent by the City, shall determine when inclement weather prevents the Contractor from providing service on a regularly scheduled collection day ("inclement weather days"). The City's consent hereunder shall not be withheld unreasonably. The Contractor shall then make up the missed collection on the same day the following week that is not an inclement weather day. When service is resumed, the Contractor shall pick up additional Solid Waste, Recyclable Materials and Yard Waste at no additional cost and shall collect from temporary receptacles that Customers have used when the regular Solid Waste, Recyclable Materials and Yard Waste containers have been filled.

On each inclement weather day, the Contractor, whenever possible, shall release notices to the local newspapers, radio stations and other media specified by the Director, notifying Customers of the modification to the collection schedule.

**3.3.7 Missed Collections and Special Collections.** The Contractor shall provide special collections when Solid Waste, Recyclable Materials and/or Yard Waste have not been collected due to Contractor error during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor at no cost to the City or the Customer, except for misses caused by Customer error. If the Contractor fails to provide a special pickup within one business day of notification by the Director or his representative, the Director or his representative may cause the work to be done by City personnel. The Contractor shall pay liquidated damages under Section 4.13.4 for late special pickups or for failure to perform special pickups. The time count for assessing liquidated damages shall begin at the time of the notification by the Director or his representative. If the City causes the collection to be done by City personnel, the Contractor shall also pay the City a \$70 administrative charge for each such pickup in addition to the City's actual costs for such pickup.

**3.3.8 Solid Waste, Recyclable Materials or Yard Waste Left Behind by Contractor.** The Contractor must affix a tag to Containers of Solid Waste, Recyclable Materials and/or Yard Waste left purposely to indicate why they were not picked up. The tag must notify Customers of the reason(s) the Containers were not emptied or collected and indicate possible remedies. After three successive denied collections, the Contractor shall also notify the City of the address where the Solid Waste, Recyclable Materials and/or Yard Waste were not emptied or collected. Failure to notify Customers or the City will result in liquidated damages as provided in Section 4.13.4. See Appendix D for a sample tag.

**3.3.9 Special Events.** Upon request by the City, the Contractor shall provide collection for up-to three (3) City-designated special collection events within the City. These collection services shall be provided at no additional cost to the City or Customers as long as the cost of tipping fees does not exceed \$2,000 adjusted annually in proportion to rate increases provided by Section 5.1.3. Charges for services in excess of this dollar amount shall be determined through negotiations between the City and the Contractor based on the extent of service to be performed. If the Contractor and the City are unable to agree on the amount for the charges described in the previous sentence, the dispute shall be resolved by arbitration in accordance with this Contract.

**3.3.10 Bulky Item and White Good Collection.** The Contractor shall provide separate collection of Bulky Items and White Goods on a call-in basis. The Contractor will charge a fee for this service in accordance with Appendix G attached hereto. The Contractor will provide the separate collection within five (5) working days of request. Bulky Items and White Goods shall be collected from the same location utilized for standard Solid Waste collection. They shall not be placed for collection on any street right of way or public place. The Contractor shall notify the requestor of placement conditions and shall not be responsible for the collection of any material improperly placed for collection.

Bulky items may be disposed of as Solid Waste. White goods shall be considered Recyclable Materials and shall be processed by the Contractor for reuse or recovery, or delivered to a white goods Processor.

### **3.4 Solid Waste, Recyclable Materials and Yard Waste Containers.**

**3.4.1 Residential Containers.** The Contractor shall provide Mobile Toters approved by the City of appropriate size for the level of service subscribed to by the Customer for the storage and collection of Solid Waste, Recyclable Materials, and Yard Waste. Customers who subscribe to a lower than average level of Solid Waste collection service will be given the option to request a smaller than average Mobile Toter for the collection of Recyclable Materials. Customers who subscribe to Yard Waste collection services will have the option to set out additional containers of Yard Waste consistent with City regulations and provided by the Customers for collection at an additional charge.

**3.4.2 Commercial Containers.** The Contractor shall provide Commercial Customers with appropriate containers for Solid Waste, Recyclable Materials, and Yard Waste. Solid Waste containers shall be separately identifiable from Recyclable Materials and Yard Waste containers.

**3.4.3 Containers Generally.** The cost of providing service containers shall be included in the standard service rate and Contractor shall not charge any rental or other fee in exchange for the provision of containers necessary to provide Services hereunder. The foregoing notwithstanding, Customers choosing to utilize Yard Waste containers of 32 gallons or less shall be responsible for providing the container or containers of this size. Mobile Toters or other containers provided by the Contractor shall remain the property of the Contractor and shall be kept in working condition. The Contractor shall replace damaged or worn Mobile Toters or containers upon request by the Customer and shall bear all costs of doing so. The Contractor shall have sole responsibility for pursuing replacement costs from Customers or others deemed responsible for causing excessive replacement of Mobile Toters or other containers. Residential and Commercial Customers shall not be liable to the Contractor for damage done to Mobile Toters or container other than loss or damage occurring directly as a result of such Customer's negligence, carelessness, or improper use, including without limitation, use of a Mobile Toter for restricted materials such as hot ashes or Hazardous Waste. The Contractor shall collect Mobile Toters or containers left at Curbside or such other location agreed upon between the Contractor and the Customer, provided that the location shall be consistent with the provisions of all City ordinances and at a minimum will be placed so as to avoid any hazard to the public both while on the Customer's premises and while being serviced by the Contractor.

The Contractor shall provide stickers or another identification method to differentiate among Solid Waste, Recyclable Materials, and Yard Waste containers. All containers provided by the contractor will clearly indicate the identity of the Contractor and provide a local contact phone number for service questions. Contractor shall update this information as necessary.

### **3.5 Contractor Service.**

**3.5.1 New Customers.** Upon becoming aware of a new Customer, the Contractor shall provide Services to the new Customer within seven (7) days. If the Contractor is unable to provide the size of container ordered by the Customer within seven (7) days, the Contractor may temporarily provide the Customer with a larger container, provided, however, the service provided to the Customer and the rate charged shall be commensurate with the size of the container ordered. Temporary containers shall be delivered within seven (7) days.

**3.5.2 Vacation Service Suspension.** Upon receipt of a request from a Customer for a temporary cessation of service for a period greater than two weeks, Contractor shall discontinue providing service for the requested period, credit the Customer in proportion to the service not provided, and then resume service as requested without a resumption charge. To be effective, the Customer's request for this service must be received by the Contractor at least seven (7) days prior to the Customer's first regularly scheduled collection day for which service is to be suspended.

**3.5.3 Special Disabled Service.** The Contractor shall without additional charge provide special disabled service to Customers who are unable to move their Mobile Toters to the Curbside due to physical handicap, disability, or infirmity. Others may subscribe to this service for the fee included in Appendix G attached hereto.

The Contractor shall provide information regarding special disabled service to all existing or new Customers within fourteen (14) days of commencing service and provide an application for this service within seven (7) days of a Customer's request. The Contractor shall screen applicants to determine legitimate need. The City in consultation with the Contractor shall determine standards for legitimate need. The Contractor shall provide special disabled service in cases where no resident or employee of the Customer is physically able to move the Mobile Toter(s) to the Curbside and in instances required by applicable law.

The Contractor will not be required to enter any residence or commercial establishment in the course of providing special disabled service unless specifically required by applicable federal or state law.

### **3.6 Hauling and Disposal of Solid Wastes.**

**3.6.1 Responsibility for Spills.** The Contractor shall practice caution in the loading and transportation of Solid Wastes, Recyclables, and Yard Waste so that any leaking, spilling or blowing is prevented. The Contractor shall immediately pick up any material scattered or spilled during collection and in all cases shall completely clean up the area affected within four (4) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose.

**3.6.2 Delivery to Disposal Site.** The Contractor shall deliver at its cost all Solid Waste collected hereunder to the King County transfer station in Shoreline, or another transfer station

within the King County solid waste system if this station is temporarily closed or its capacity has been temporarily exceeded resulting in a delay in excess of sixty (60) minutes. The City may also designate alternative transfer site(s) by providing the Contractor written notice. The Contractor may seek adjustments in rates in accordance with Section 5.1 to cover its actual increased costs, if any, as a result of the City designating alternative transfer site(s) on other than a temporary basis. The Contractor shall furnish written evidence that it has necessary approvals and permits to utilize any site chosen for the duration of this Contract. The Contractor shall operate under applicable rules and regulations established for use of said facilities.

**3.6.3 Hazardous Materials.** Under no circumstances shall the Contractor knowingly or as a result of gross negligence handle or transport any "Hazardous Waste." Because violation of this Section is cause for immediate termination of the City's agreement with the County, the Contractor is held strictly liable and shall indemnify the City for any City damages caused by a violation of this Section. Termination of the City's agreement with the County shall not terminate the Contractor's strict liability to the City and the County for violation of this Section. All Solid Waste, Recyclable Materials and/or Yard Waste delivered by the Contractor to King County or processing facilities shall be in compliance with the Federal Resource Conservation and Recovery Act, as amended; Chapter 70.95 RCW; King County Board of Health Rules and Regulations No. VIII, as amended; and all other applicable federal, state, and local environmental and health-related laws, rules, and regulations. The Contractor's obligations with respect to Hazardous Waste under this Contract shall survive the expiration or earlier termination of the Contract.

### **3.7 Recycling and Yard Waste Processing and Marketing.**

**3.7.1 Recycling Processing Facility.** The Contractor shall be responsible for causing all Recyclable Materials collected hereunder to be processed for re-use by a Processor. The Processor's facility shall comply with all applicable legal requirements. The Processor's processing system shall be capable of processing the Recyclables to the degree necessary to be marketable. The system shall have sufficient capacity to receive, process, and store all materials collected by Contractor each week. The Contractor shall market Recyclables and may retain the revenues from such sales. In no event shall Contractor dispose of any Recyclable Materials without the City's express prior written permission.

**3.7.2 Eligible Recyclable Materials.** Recyclable Materials to be initially collected include all Recyclable Materials as defined in Section 1.19. Materials classified as Recyclable Materials under this Contract may be added or deleted by mutual agreement of the City and the Contractor. When the addition or deletion of a material changes Contractor costs or revenues, the City and Contractor shall negotiate a new or different rate that reflects the actual change in cost of handling the added or deleted Recyclable Materials.

**3.7.3 Yard Waste Processing Facility.** The Contractor shall be responsible for causing all Yard Waste collected by the Contractor hereunder to be processed by a Processor into a marketable product. The Processor's facility shall comply with all applicable legal requirements.

Processing may include, but is not limited to, composting into a marketable soil amendment compost product or a component of a topsoil mix or more minimal processing into a product meant for direct land application on agricultural fields. Marketing of the product is at the Contractor's risk, expense and profit (or loss). In no even shall Contractor dispose of any Yard Waste without the City's express prior written permission.

**3.7.4 Facility Compliance with Regulations.** The Processor's facility shall conform with applicable zoning, Health Department and Puget Sound Clean Air Agency regulations and any other applicable rules, regulations, or ordinances. To avoid any disruption of the Yard Waste and/or Recycling program, the Contractor shall have an agreement with an alternate permitted facility for processing Yard Waste and Recyclable Materials.

**3.7.5 Transportation and Marketing.** The Contractor is responsible (at its expense) for establishing transportation and marketing arrangements for the processed Yard Waste and Recyclable Materials.

**3.7.6 Disposal Prohibited.** The Contractor is prohibited from disposing, or selling to an entity that the Contractor knows or should know is likely to dispose, any Yard Waste or Recyclable Materials collected under this Contract. Violation of this provision in the absence of an advance written consent by the Director may result in liquidated damages consistent with Section 4.13.4 or may be cause for termination of this Contract.

**3.7.7 Contaminated Materials.** Contaminated Yard Waste or Recyclable Materials may be properly disposed of. The Contractor shall document and regularly report the volume of contaminated materials and employ best business practices to maintain low contamination levels.

### **3.8 Recycling and Yard Waste Publicity.**

#### **3.8.1 Educational Materials.** The Contractor shall:

- a) Produce and deliver "user friendly" Recycling and Yard Waste "how to" information and promotional material to each Customer prior to the first collection;
- b) Produce and deliver yearly updates to each Customer informing them of any problem areas, changes in either program, and participation rates;
- c) Produce and deliver promotional posters for all Customers receiving centralized recycling services at apartment building. The Contractor shall request permission to place promotional posters in apartment building lobbies or common areas; and,
- d) Provide an experienced publicity and education director to coordinate the above activities, to work with the City to support waste reduction and recycling programs, and to act as a Contractor spokesperson for media and community requests for presentations.



3.8.2 City Approval. All customer information materials, promotion and educational activities and materials developed by the Contractor must be approved by the City before their production or implementation.

3.8.3 City Recycling Coordinator - Recycling Program Fee. Contractor shall provide to the City an annual recycling program fee of \$50,000, adjusted annually in proportion to rate increases provided by Section 5.1.3, to support the Recycling promotion and coordination and related activities of the City. This payment shall be made within sixty (60) days following the Commencement Date and annually thereafter on the anniversary of the Commencement Date.

3.8.4 Contact Information. The Contractor shall place a sign that clearly identifies the company name, the specific vehicle, and includes a customer service telephone number on all collection trucks. All information on the sign shall be readable by a person with 20/20 vision at a distance of at least 50 feet.

### **3.9 Local Improvements.**

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect of preventing the Contractor from traveling any accustomed collection route or routes for limited periods of time. The Contractor shall, however, by whatever method selected, continue to collect Solid Waste, Recyclable Materials and Yard Waste to the same extent as though no interference existed upon the streets or alleys formerly traversed. This shall be done without extra cost to the City.

### **3.10 Contractor Accessibility.**

3.10.1 Contractor's Office. The Contractor shall maintain an office in a location as approved by the Director. The office shall include telephones and such attendants as needed to promptly handle Customer requests for service, complaints, orders for special service or instructions from the Director. The Contractor's office shall be in operation between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. During non-business hours, the Contractor shall provide a telephone response answering machine with a recording or an answering service. The recording or answering service shall be accessible by a local rather than long-distance telephone call for the Customer and shall state the days and hours the Contractor is open for business.

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

### **3.11 Contractor's Records.**

**3.11.1 City Access to Contractor Records.** The Contractor agrees to maintain such documents and records as required by the City with respect to hauling routes, tonnage recycled or disposed of, and related documentation. The Contractor shall allow the City reasonable access to all such documents and records during all Contractor business hours. The Contractor shall include this clause in its contracts with any and all subcontractors, such that the City shall have similar access to subcontractor documents and records. The Contractor and subcontractors shall maintain an adequate system of books and records capable of review, financial audit, and copying in order for the City to verify the accuracy of any such records, provided, however, that the City shall not disclose information which may reasonably be construed to be confidential and if divulged may seriously jeopardize the Contractor's competitive position. Notwithstanding anything in this Contract to the contrary, the City may disclose any information that the City reasonably believes based on consultation with legal counsel that it is required by law to disclose.

**3.11.2 Disclosure Demands.** In the event of any demand or claim against the City for disclosure of the Contractor's records under Chapter 42.17 RCW or other law, the City shall notify the Contractor. The Contractor may provide a timely written request for nondisclosure to the City, which request shall include the Contractor's basis under law for claiming that the requested materials are exempt from disclosure. In response to the Contractor's request, if the City believes there is a reasonable basis for withholding the requested information from disclosure, the City will withhold the information. The Contractor shall fully indemnify, defend, and hold the City harmless for all costs associated with a request for disclosure of Contractor's records, including without limitation, all attorneys' fees (of the City and of the party seeking disclosure if awarded against the City), damages, and penalties.

**3.11.3 Quarterly Reports.** The Contractor shall, at a minimum, furnish quarterly reports to the City within thirty (30) days of the end of each calendar quarter including the following information:

- a) Summary of tonnages of Solid Waste collected, Recyclable Materials collected, Yard Waste collected, Recyclable Materials processed, and Yard Waste processed;
- b) A listing of all repeat collection complaints received by the Contractor the previous three months (a repeat collection complaint is an initial collection complaint that was not resolved, or a recurrence of a collection complaint at the same address during a six (6) month period). This listing shall be sorted by collection route and shall include a description of steps taken by the Contractor to ensure that these particular repeat complaints are not repeated;
- c) Number of Customers setting out Recyclables on each route;
- d) Summary of tonnages of all unprocessed Recyclable Material and/or Yard Waste sold;

- e) Summary of tonnages of all processed Recyclable Materials and Yard Waste sold, by type of product;
- f) Summaries of tonnages of Recyclable Materials and/or Yard Waste collected and disposed of due to contamination;
- g) Average market prices received by Contractor for processed Recyclable Materials or Yard Waste based on actual sales of each material sold in a particular month;
- h) A financial report summarizing operational revenues and expenditures in a form suggested by the Contractor and accepted by the City; and
- i) Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the City or from customers during the previous three months including, but not limited to:
  - replacement of containers
  - employee misconduct
  - Contractor responses to citizens' damage claims.

3.11.4 Dump Receipts. The Contractor shall keep records of Solid Waste and Yard Waste collected and charges therefor. Copies of dump receipts shall be maintained by the Contractor and provided to the City upon request. The original dump receipt shall remain in the Contractor's office as part of its permanent records.

3.11.5 Customer Count. The Contractor shall provide the City with a Customer count by type of Customer, whether Residential or Commercial.

3.11.6 Complaint Log. The Contractor shall maintain a daily log of complaints received by the Contractor from Customers within the City. The Contractor shall provide the City with a summary of the complaint log quarterly. The Contractor shall provide the City with a copy of the complaint log upon request.

3.11.7 Access to Records. The Contractor shall provide immediate access to the City or any of its duly authorized representatives to review any books, documents, papers and records that are directly pertinent to this Contract.

### **3.12 Contractor's Employees.**

3.12.1 Demeanor. The Contractor shall require its employees to be courteous at all times. The Contractor's employees shall not use loud or profane language and shall provide services in Residential and Commercial areas as quietly as possible. Specific questions as to service rates or changes of existing service should be referred to the Contractor's offices and not handled by collection personnel. While collecting, employees shall wear or carry identification supplied by the Contractor and allow such identification to be inspected upon request.

3.12.2 Collection Procedures. Collection personnel, in collecting Solid Waste, Recyclable Materials and Yard Waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty containers. They shall replace all container covers and close all gates opened by them. Collection personnel shall not trespass or loiter, cross property to adjoining premises, or meddle with property that does not concern them.

3.12.3 Skills. All Contractor's employees shall be competent and skilled in the performance of the Work to which they may be assigned. Failure or delay in the performance of this Contract due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default of the Contract. Should an employee be deemed unsatisfactory by the City, such judgment shall be related in writing to the Contractor. The Contractor will have thirty (30) days to correct the situation to the City's satisfaction. This paragraph shall not interfere with any union contract between the Contractor and any employee or union representatives.

### **3.13 Contractor's Equipment.**

3.13.1 Collection Vehicles. Contractor shall collect Solid Waste, Recyclable Materials, and Yard Waste in separate vehicles or in separate receptacles within a vehicle so that Recyclable Materials and Yard Waste are not contaminated. The Contractor shall provide an adequate number of collection vehicles to carry out the requirements hereunder. The vehicles shall be of a type designed and manufactured for (1) the collection of Solid Waste (including the capability of servicing "Mobile Toter" containers), (2) the collection of Recyclable Materials, and for (3) the collection of Yard Waste. Collection vehicles used outside of the City limits shall also meet with all applicable requirements of other political jurisdictions to or through which the collection vehicles travel.

Collection vehicles shall be licensed and approved for safe operation by all appropriate State agencies. The City may verify title, licenses and safety certifications prior to the Contractor's use of the collection vehicles within the City. Equipment is subject to periodic inspection by the City and King County.

3.13.2 Collection Vehicle Maintenance. Collection vehicles shall be kept in good repair, appearance and sanitary condition at all times. Good repair includes, without limitation, the functioning of all signal and safety lights, an absence of excessive engine or break noise, the absence of fluid leaks or excessive gaseous emissions, the inclusion and functioning of visual navigation aides, and appropriate tire tread and break function to provide for safe operation.

All collection vehicles shall be thoroughly washed and cleaned in a manner satisfactory to the City at least once per week. Each collection vehicle shall have the Contractor's name and telephone number and an identifying number clearly visible on each side of each vehicle, and the identifying number on the rear. No advertising shall be permitted other than the name of the Contractor. The Contractor shall not use a firm name containing the word "City" or any other

words implying municipal ownership. Areas used by the Contractor for the storing, parking or repair of collection vehicles shall be kept in a clean and orderly condition.

Any equipment found not to comply with the standards delineated in this Section shall be taken out of service and brought up to standards by Contractor before being used to provide Services hereunder.

**3.13.3 Equipment Ownership.** All vehicles, facilities, equipment and property used in the performance of this Contract shall be wholly owned by the Contractor, provided that, leasing or rental agreements may be allowed, if approved in advance by the City. Conditional sales contracts, mortgages, or other contractual arrangements for financing the purchase of such equipment shall be allowed.

### **3.14 Illegal Weights.**

The Contractor shall ~~not~~ be required to haul detachable containers or drop boxes that are overloaded or filled to a weight that exceeds the legal weight limit. The Contractor may, at its option, require the Customer to remove the excess or the Contractor may remove the excess itself and charge the cost of removal to the Customer.

### **3.15 Limitations Of Service**

The Contractor may refuse to collect from Inaccessible Areas; provided, however, that the Contractor provides the City with a map prior to commencing Service hereunder clearly identifying all Inaccessible Areas. In addition, the Contractor must notify all potential Customers in Inaccessible Areas of the conditions that make their premises inaccessible and of a means for them to receive service. The City and potentially affected Customers must be notified thirty (30) days in advance of any changes in identified Inaccessible Areas.

The Contractor may refuse to drive into private property when, in the Contractor's judgment, driveways or roads are improperly constructed or maintained or without adequate turn arounds or have other unsafe conditions. The Contractor may require reasonable indemnification, subject to approval by the City, from claim of damage to private property from the property owner(s) prior to agreeing to drive on private driveways or roads.

The Contractor will not be required to enter private property to collect while an animal considered or feared to be vicious is loose. The Contractor may refuse to provide service if a Customer refuses, after written notification, to confine the animal on pickup days.

### **3.16 Design Assistance**

Contractor shall, upon request and without additional cost, make available either to the City and/or the property owner design assistance in respect to all new construction or major remodeling of building and structure within the City in respect to design of Solid Waste and

Recyclable Materials collection and removal facilities and their location upon the site of the proposed construction or remodeling project.

## **SECTION 4**

## **Guarantees, Insurance and Defaults**

### **4.1 Violation of Ordinance.**

The Contractor shall report in writing to the Director any observed violation of the City's ordinances providing for and regulating the collection, removal and disposal of Solid Waste, Recyclable Materials and Yard Waste. The Director shall cause an investigation of the report and, upon receipt of the findings, take action he or she deems to be appropriate to endeavor to obtain compliance with said ordinances.

### **4.2 Independent Contractor.**

**4.2.1 Contractor as Independent Contractor.** The Contractor shall perform all work under the Contract as an independent contractor. The Contractor is not and shall not be considered an employee, agent or servant of the City for the Contract or otherwise; the Contractor's subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of the City for the Contract or otherwise.

**4.2.2 Contractor's Control of Project.** The Contractor shall have the exclusive right to control the Services performed under the Contract and, except as otherwise provided in Section 4.5, the persons performing those Services. The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. Nothing in the Contract creates or shall be construed to create a partnership or joint venture between the City and the Contractor, and nothing in the Contract shall be construed as giving the City a duty to supervise or control the acts or omissions of any person performing Services under the Contract.

### **4.3 Subcontractors.**

**4.3.1 Approval of Subcontractors.** The names and addresses of proposed subcontractors that may provide services with an estimated annual value in excess of \$100,000 shall be submitted to the Director for approval at least thirty (30) days prior to the execution of a subcontract.

**4.3.2 Assignment of Subcontracts.** All contracts or agreements entered into by the Contractor with its subcontractors, officers, employees and agents for performance of the Contract, including all contracts or agreements relating to the operation or ownership of any Facilities, shall include and be consistent with all terms and conditions of the Contract. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and suppliers and of the subcontractors' suppliers, employees, firms, agents, servants or subcontractors as it is for the acts or omissions of its own employees or agents.

#### **4.4 Assignment.**

4.4.1 Nonassignment of the Contract. The Contract, or any interest, duty, right, or obligation herein, shall not be assigned, whether by operation of law or otherwise, without the prior written consent of the City ("Assignment"), which consent shall be in the City's sole discretion. Violation of this Section is a material breach of the Contract that enables the City to terminate the Contract without incurring liability. The City's consent shall not be unreasonably withheld. At Contractor's sole expense, the City may undertake such due diligence as it deems appropriate to evaluate the proposed assignee.

4.4.2 Change in Control. For the purposes of this Contract, any "Change in Control" of the Contractor shall be considered an Assignment subject to the requirements of Section 4.4.1. "Change in Control" shall be defined as any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers the 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of this contract shall not constitute a "Change in Control". Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the contract and releasing the previous ownership of all obligation and liability. Prior to undertaking and Assignment (including any Change in Control) the Contractor shall notify the City.

4.4.3 Binding Effect. All successor or assignees of the Contractor consented to by the City in accordance with the terms of Section 4.4, shall be bound by all the terms and conditions of the Contract.

#### **4.5 Indemnification.**

4.5.1 Contractor's Indemnification of City. Except as expressly provided in this Section, the Contractor shall at all times during the term of the Contract indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and representatives from and against any and all losses, damages, costs, charges, expenses, judgments and liabilities, including attorney fees (collectively, "losses"), directly or indirectly resulting from, arising out of, or related to any occurrence, conduct, or operation of or by the Contractor under this Contract, including but not limited to one or more claims described in Section 4.5.2. The indemnity provided in this Section shall not apply to losses solely resulting from the negligence or intentional acts of the City, its agents or employees. The Contractor's obligations under this Section 4.5 shall survive the expiration or earlier termination of this Contract.

4.5.2 Claims Subject to Indemnification. The term "claims" as used in this Section means all claims, lawsuits, causes of action, damages, penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of any nature, whether or not asserted in a judicial forum, including but not limited to claims, lawsuits, causes of action,

and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City, the Contractor or any other person and all property owned or claimed by the City, the Contractor, any affiliate of the Contractor or any other person) that are in any way connected with:

- a. The performance or nonperformance of any provision or requirement of the Contract by the Contractor, its officers, employees, subcontractors, agents or servants;
- b. Any act or omission of the Contractor, its officers, employees, subcontractors, agents or servants at any of the Facilities; or
- c. The failure of the Contractor, its officers, employees, subcontractors, agents or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders and all other legal requirements of federal, state, regional, county and local government entities and agencies having jurisdiction over the Facilities or relevant activities of the Contractor.

**4.5.3 City Liability to Contractor.** The City shall not be liable to the Contractor for, and the Contractor hereby releases the City from, all liability for any injuries, damages or destruction to all or a part of any property owned or claimed by the Contractor that directly or indirectly results from, arises out of or is related to the Services under this Contract, unless that liability as between the City and the Contractor solely arises from the negligence or intentional acts of the City, its agents or employees.

**4.5.4 Notice to Contractor; Defense.** In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 4.5.2. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

**4.5.5 Applicability of RCW 4.24.115.** If a court of competent jurisdiction determines that the Contract is subject to RCW 4.24.115, the Contractor's liability to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Contractor and the City shall be limited to the Contractor's negligence.



**4.5.6 Indemnification for Claims of Contractor's Employees.** It is further specifically and expressly understood that the indemnification provided in this Section extends to suits against the City for injuries sustained by any person directly or indirectly employed by the Contractor. However, the City shall assert in any claim made by a person employed by the Contractor that the employee's remedy is limited to that provided under applicable workers' compensation statutes.

**4.5.7 Royalties; License Fees; Patents.** The Contractor shall pay all royalties and license fees, shall defend all suits or claims or any patent infringements that may occur in the performance of the Contract and shall hold the City harmless from any loss on account thereof.

**4.5.8 No Indemnity Waiver.** The Contractor hereby expressly agrees that any immunity that may be granted to the Contractor under the Washington State Industrial Insurance Act, Title 51 RCW, as amended or recodified, shall not be construed by the Contractor as a release from its obligation to indemnify the City under this Section. The parties do not under this Section waive or surrender any indemnity available under any applicable federal, regional, state or local law. The provisions of this Section have been mutually negotiated, and shall survive termination or expiration of the Contract.

#### **4.6 Damage to Property.**

If any City property of any kind is damaged by reason of the Contractor's operations under this Contract, the Contractor shall repair or replace the same after being notified in writing of the damages, or if the Contractor fails to do so promptly, the City may cause repairs or replacements to be made, and the cost of doing so shall be paid by the Contractor to the City.

The City shall not be liable to the Contractor for any loss or damage, other than any loss or damage occurring directly and solely as a result of the negligence of the City, its elected officials, officers, employees or agents.

The Contractor shall not be liable to the City or any other person for the damage done to privately owned Solid Waste, Recyclable Materials or Yard Waste containers other than loss or damage occurring directly as a result of negligence or carelessness of the Contractor, its employees or agents.

#### **4.7 Liability Insurance.**

**4.7.1 General Requirements.** The Contractor at its own expense shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

**4.7.2 Minimum Scope of Insurance.** Contractor shall obtain the following types of insurance:

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

4.7.3 Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- c. Pollution Legal Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Coverage may be written on a claims-made basis.

4.7.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

4.7.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

4.7.6 Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing satisfaction of the insurance requirements of the Contractor before commencement of work under the terms of this agreement.

4.7.7 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

4.7.8 Compliance Required. Failure of the Contractor to maintain any and all of the terms of the foregoing insurance provisions shall be considered a "Category A Default" in accordance with Section 4.13 of this Contract and cause for immediate termination at the option of the City.

#### **4.8 Performance Bond**

The Contractor shall provide and maintain throughout the Term from a bonding company or financial institution acceptable to the City, a contract performance bond substantially in the form of Appendix E, or such other form of financial guarantee that is acceptable to the City ("bond"). The amount of the bond shall be equal to an amount established by the Director not to exceed 1/2 of the previous year's revenues under the Contract. The Contractor shall provide a new bond or evidence satisfactory to the City of the bond's renewability at least 180 days before the bond then in effect expires. Notwithstanding the termination of any bond provided hereunder, at any time within two years after the date any bond expires or terminates, the City may make a claim against the bond if the Contractor has failed to perform its obligations under this Contract.

#### **4.9 Compliance with Law; Documentation; Confidential Business Records.**

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local law, statutes, rules, regulations or ordinances, including without limitation those of agencies having jurisdiction over the Contractor's performance under the Contract. The City shall have the right to inspect copies of all correspondence or any other documents sent to or received from the Contractor or its subcontractors related to the Contractor's compliance with applicable law, except for correspondence or other documents protected by an attorney-client privilege.

#### **4.10 Audit.**

The Contractor shall maintain full and complete accounting records, prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's work on this Contract. The Contractor's accounts, including but not limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted work, shall at all reasonable times during the term of the Contract and for two years thereafter be open for inspection for any reasonable purpose by the City, the Director, and officers or employees of the State of Washington. The records required herein shall be maintained in Contractor's local office and made available to City upon reasonable notice at City offices or at Contractor's local office.

The City shall have the right to inspect and copy all records and documents, to interview any person, and to review any evidence in the Contractor's possession or control that may assist the City in determining whether and by what amount:

- a. The Contractor is entitled to reimbursement or increased rates under the Contract;
- b. The City is entitled to a reduction in rates under the Contract; or
- c. The Contractor is in compliance with the Contract.

#### **4.11 Payment of Claims.**

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this Contract and further agrees to comply with all the provisions of federal, state, County and City laws and ordinances affecting, directly or indirectly, the subject matter of this Contract.

The Contractor shall provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this Contract. The Contractor agrees that all such complaints and claims, whether processed by the Contractor or Contractor's insurer, either directly or by means of an agent, will be administered to and resolved by a person with a permanent office in the Shoreline-Seattle area.

#### **4.12 Collection - Discontinued Service or Delinquent Accounts.**

4.12.1 Authority. This Contract is in furtherance of and consistent with the City's authority under the Washington State Constitution, Chapters 35A.80, 35.21 and 35.67 RCW. Uniformity of solid waste handling services, and collection of accounts for such services, is in the public interest and in the interest of the City.

4.12.2 Billing/Collection. The Contractor shall have all right to and responsibility for collection of accounts for charges and Services to Customers under this Contract. Contractor's billing practices shall be in accordance with City Ordinances and WAC 480.70.700 through WAC 480.70.790 and RCW 35.21.157 (as amended from time to time).

4.12.3 Discontinuation of Service. With the prior approval of the City (which the City may withhold in its sole discretion), the Contractor may discontinue service to Customers as set forth in this Section. Persons who have not remitted required payments within 45 days after the date of billing shall be notified on forms approved by the City. Said forms shall contain a statement that service may be discontinued 10 days from the date of notice if payment is not made before that time. Upon payment of the delinquent fees, the Contractor shall resume collection on the Customer's next regularly scheduled collection day.

#### **4.13 Default; Failure to Perform Contractual Obligations.**

4.13.1 Contractor Default. In addition to any rights set out elsewhere in this Contract, the City reserves the right to declare the Contractor to be in default of this Contract and all of Contractor's rights thereunder. There shall be two (2) categories of default by the Contractor in its performance under this Contract:

- a. Category A Default. Each of the following shall constitute a Category A Default under this Contract:
  - (i) Failure to commence the collection of Solid Waste, Recyclable Materials and/or Yard Waste or failure to provide a substantial portion of Service under this Contract for a period of more than five (5) days;
  - (ii) Failure to obtain and/or maintain any permit required by the City or any federal, state or other regulatory body as required under this Contract;
  - (iii) Failure to procure and/or maintain liability insurance as required under Section 4.7;
  - (iv) Failure to maintain accurate records under Sections 3.11 and 4.9, and failure to provide the City with reasonable access to records in accordance with Section 3.11;
  - (v) Failure to implement and/or maintain the nondiscrimination standards as provided in Section 2.9;
  - (vi) Failure to notify the City of an Assignment under Sections 4.4.1 or 4.4.2;
  - (vii) Failure to comply with applicable laws in accordance with Section 4.8;
  - (viii) Any failure to comply with the requirements of this Contract, thereby, creating a hazard to public health or safety;
  - (ix) Failure to comply or satisfy any material term of this Contract that is not defined as a Category B Default under Section 4.13.4, and/or
  - (x) Failure to resolve repeated or persistent Category B Defaults.
- b. Category B Default. All acts or omissions described under Section 4.13.4 involving Liquidated Damages shall constitute a Category B Default. Disputes involving Category B Defaults shall be resolved in accordance with the Arbitration provisions of Section 4.13.5.

4.13.2 Consequences of Category A Default. In the event of a Category A Default, the City shall give the Contractor prior written notice of its intent to exercise its rights under this Section ("cure period"), stating the reasons for such action. The cure period for a Class A default

under Section 4.13.1(a)(i) shall be five (5) days; the cure period for a Class A default under Section 4.13.1(a)(viii) shall be 72 hours; the cure period for other Class A defaults shall be 30 days. If the Contractor cures the stated default within the applicable cure period, or if the Contractor initiates efforts satisfactory to the City to remedy the stated default and the efforts continue in good faith, the City shall not exercise its rights under this Section for the particular incident. If the Contractor fails to cure the stated default within the applicable cure period, or if the Contractor does not undertake efforts satisfactory to the City to remedy the default, the City may pursue any lawful remedies, including without limitation, those set forth herein. In such event, the City may notify the Contractor, declare a Category A Default of this Contract and at the City's option may order the Contractor to discontinue any further Service thereunder. A copy of that notice shall be sent to the Contractor.

Upon receipt of such notice, Contractor shall promptly discontinue the Services, if requested to do so by the City. Under such circumstances, the Contractor hereby grants the City the right to immediately take possession of the Contractor's Inventory (as described further at Section 4.13.3), equipment and vehicles of every kind and nature and employ a work force as it may deem advisable to continue the Services. The cost of all labor and materials necessary for such Services shall be paid by the Contractor in full, provided the City shall pay a monthly rental fee and assume all liability of the City's use and operation of equipment and vehicles, as further set forth in Section 4.13.3. The City may procure other vehicles, equipment and Facilities necessary for the completion of the Services and charge the Services to the Contractor, together with all reasonable costs incidental thereto.

The City shall be entitled to recover from the Contractor as damages all expenses incurred, including reasonable attorneys' fees, together with any additional amounts as may be necessary to complete the Services, together with any further damages sustained or to be sustained by the City.

In the event of a Category A Default or repeated or persistent Category B Defaults, the City may at its sole option also pursue any or all of the following:

- a. Termination of this Contract and use of any other method or person to perform the Services contained herein;
- b. Seek the judicial remedy of specific performance;
- c. Pursue any other remedy available at law or equity.

**4.13.3 Availability of Collection Vehicles.** All vehicles, Facilities, equipment and property used by the Contractor shall be listed in an inventory supplied to the City and updated annually ("Contractor's Inventory"). Unless an approved replacement or substitute is provided, all vehicles, Facilities, equipment and property identified in the Contractor's Inventory for use in the performance of this Contract shall be available for the City's use in accordance with Section 4.13.2 in collecting Solid Waste, Recyclable Materials and Yard Waste in the City for the duration of this Contract; when provided, this Section applies to any replacement or substitute. Rent for the City's use of Contractor's Inventory shall be negotiated between the parties based

upon the historical cost of the inventory less any accumulated depreciation. Disputes shall be resolved by arbitration in accordance with this Contract.

4.13.4 Category B Default: Liquidated Damages. The following acts or omissions shall be considered a Category B Default by the Contractor. Because a breach of the Services provided for within the Contract would cause serious and substantial damages to the City and its occupants, and the nature of the Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor agrees that in case of breach of Service the City may collect liquidated damages for each such breach, and the Contractor will pay to the City, as liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed as the amount for which the City will be damaged by the defaults. For purposes of this Section, each collection vehicle on each route shall be considered a separate incident.

All liquidated damage amounts will be adjusted annually in the same percentage as the adjustments in rates under Section 5.1.3. Such liquidated damages as the City shall elect to collect will be paid by the Contractor upon thirty (30) days' notice from the City.

	<u>Act or Omission</u>	<u>Liquidated Damages</u>
1.	Any collection vehicle operating occurrence outside the times designated under <u>Section 3.3.2</u> .	\$75 per occurrence
2.	Failure of Contractor to maintain clean and sanitary vehicles and Facilities consistent with <u>Section 3.13.2</u> .	\$100 per occurrence
3.	Same Customer pickup missed three (3) times in a six-month period through no fault of the Customer.	\$100
4.	For the fourth and subsequent verified complaints in a six-month period for failure to replace cans or containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations.	\$150
5.	Failure to collect following a holiday or inclement weather day consistent with <u>Section 3.3.5</u> . or <u>3.3.6</u> . as applicable.	\$150

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| 6.  | Failure of Contractor to collect a missed pickup consistent with <u>Section 3.3.7.</u> , provided the miss was reported within 48 hours of the miss (weekends and holidays excepted).  | \$200 after 1 business day;<br>\$400 after 2 business days;<br>\$200 for each additional day<br>(including weekends and holidays) |
| 7.  | Disposing of uncontaminated Yard Waste or Recyclable Materials without prior written permission from the City.   | \$1,500 per vehicle per incident  |
| 8.  | Failure to attach a correction tag notice on noncollected materials or failure to notify the City consistent with <u>Section 3.3.8.</u>  | \$25 per incident, to a maximum of \$250 per truck per day  |
| 9.  | Failure to collect spillage from vehicles after notification consistent with <u>Section 3.6.1.</u>   | \$150   |
| 10. | Failure to deliver Solid Waste, Recyclable Materials, or Yard Waste containers to new Customers consistent with <u>Section 3.4.</u>  | \$25 per container per day  |
| 11. | Collection from premises on days other than previously specified or authorized by the Director (except for collection misses or for inclement weather determinations under <u>Section 3.3.6.</u> ).  | \$25.00 per incident, to a maximum of \$250 per truck per day   |
| 12. | Failure to submit required <u>Section 3.11</u> reports on time.  | \$100 per day until report received   |
| 13. | Failure to satisfactorily resolve a complaint after two (2) notices to Contractor to correct specific incidences involving the same address in any six (6) month period, e.g. leaving gates or doors open, crossing planted areas, abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, or similar violations. | \$200 per occurrence  |



Liquidated damages may be levied if documented in an incident report presented by the City to the Contractor; see Appendix F for an example of an incident report form. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. Any liquidated damages may be appealed by the Contractor to the Director; disagreements will be subject to the Arbitration provisions provided in Section 4.13.5.

**4.13.5 Arbitration.** All claims, controversies, disputes and other matters in question arising out of or relating to a Category B Default ("claim(s)") under this Contract and all other disputes expressly designated hereunder for resolution through arbitration shall be resolved by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all such claims shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than seventy-five (75) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The Parties recognize that negotiation or mediation may not be appropriate to resolve some disputes and agree that either Party may proceed with arbitration without negotiating or mediating.

**Binding Arbitration.** Said claims shall be resolved by arbitration in Shoreline commenced in accordance with RCW 7.04.060; provided that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$250,000, including interest, attorneys' fees and costs. If either Party demands a total award greater than \$250,000 there shall be three (3) neutral arbitrators. If the Parties cannot agree on the selection of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle. The arbitrator(s) shall be on the AAA Large, Complex Case Panel (or shall have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in governmental, utilities or contract law and shall reside in the Seattle metropolitan area. Whether a claim is covered by this Contract shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

**Procedures.** The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules with Expedited Procedures, in effect on the date hereof, as modified by this Contract. There shall be no dispositive motion practice. As may be shown to be necessary to ensure a fair hearing: the arbitrator(s) may authorize limited discovery; and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator(s) shall not be bound by the rules of evidence or of civil procedure, but may consider such writings and oral presentations as reasonable business people or government officials would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator(s) may determine to be appropriate. The Parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.

**Hearing – Law – Appeal Limited.** The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within one hundred twenty (120) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator(s)'s written decision shall be made not later than fourteen (14) calendar days after the hearing. The Parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy, and may award attorneys' fees and costs to the prevailing party but shall not have the power to award punitive or exemplary damages. If three arbitrators are utilized, the decision and award of the arbitrators need not be unanimous; rather, the decision and award of two arbitrators shall be final.

**Costs and Fees.** The Parties shall bear their own attorney fees and other costs and shall divide all common costs of the arbitration process equally. The arbitrator(s) shall have the discretion to order a different distribution of costs and fees as part of the dispute resolution process.

4.13.6 **Enforcement of Contract.** In the event of dispute or litigation under a claimed Category A Default under this Contract, the City and the Contractor each shall bear its own attorney fees, costs and expenses.

#### **4.14 Bankruptcy.**

If the Contractor is adjudicated bankrupt, either voluntarily or involuntarily, this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed. The City shall continue to exercise its rights to Services under its police authority and under the Contract and to the Contractor's Inventory as consistent with Section 4.13.3.

#### **4.15 Force Majeure/Severability.**

Except as may be otherwise expressly provided herein, no Party will be liable to the other for any inability to perform or delay in performance of any of its obligations hereunder where performance of such obligations is prevented or delayed by acts of God (except normal weather conditions for the Shoreline-Seattle area), fire, explosion, accident, flood, epidemic, war, riot, rebellion, or interruption or rationing of fuel supply ("force majeure events"). No other acts or occurrences shall be considered force majeure events. If a force majeure event occurs, this Section will only apply if the Party intending to seek the protections of this Section notifies the other Party immediately in writing. The City may continue to exercise its rights to Services under its police and/or emergency authority and to the Contractor's Inventory as consistent with Section 4.13.3.

A strike or other labor dispute not involving Contractor's employees, preventing Contractor's performance under this Contract, shall also be considered a force majeure event under Section 4.15.

In the event that new or amended local, state or federal laws or regulations are enacted after the execution of this Contract, or binding court decision issued, that have the effect of preventing or precluding compliance with one or more provisions of this Contract, such provision shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulations, and the Contractor and the City shall enter into an amendment of this Contract that reflects the extent to which the provisions hereof have been so modified or suspended.

## **SECTION 5                      Service Rates**

### **5.1     Rates and Rate Adjustments.**

5.1.1 Initial Rates. As its compensation under this Contract, the Contractor shall have the right to charge Customers the rates set forth on Appendix G, as adjusted in accordance with this Agreement ("Rates"). Rates in effect at the time of execution of this Contract, as set forth in attached Appendix G, which Appendix is incorporated herein by this reference, shall remain in effect until such time as Rate adjustments are approved by the City. The Contractor shall be responsible for billing and collection costs; the City shall have no responsibility for collecting charges from Customers. Rates charged to Customers shall constitute the total compensation to the Contractor hereunder.

5.1.2 Annual Adjustment. The Contractor shall advise the City of any requested adjustment in the Rates under this Section 5.1 in accordance with Section 5.1.7 or under Section 5.2, and any rate adjustment approved by the City shall be effective on the next following January 1.

5.1.3 CPI Increase. The Rates may be adjusted annually by 75% of the percentage increase, if any, in the Consumer Price Index of all Urban Consumers for the Seattle-Tacoma-Bremerton, Washington Standard Metropolitan Statistical Area (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index ("Index") as follows:

- a. If the Index reported as of June 30 in a particular year ("Adjustment Date") has increased over the Index reported for June 30 of the preceding year, each of the Rates shall be increased by multiplying each of the Rates by 75% of a fraction, the numerator of which is the difference between the Index published as of the Adjustment Date and Index reported for June 30 of the previous year, and the denominator of which is the Index reported for June 30 of the preceding year ( $AR = R \times (1 + (.75 \times (ACPI - BCPI) / BCPI))$ ), in which "AR" is the adjusted rate, "R" is the Rate, "ACPI" is the Index reported as of the Adjustment Date, and "BCPI" is the Index reported for June 30 of the preceding year).

b. If the Index is changed so that the base year differs from that used as of the date of this Contract, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, and, thereafter, such converted Index shall be used.

c. The increase under this Section 5.1.3 shall be made automatically each year to the Rates in effect at the time of the adjustment and shall be effective on January 1 of the year after the year of the Adjustment Date unless the Contractor elects, in writing, to defer an increase until the following year. Notwithstanding anything to the contrary herein, the maximum annual increase in Rates under this Section 5.1.3 shall be 5 percent, unless upon agreement with the City.

5.1.4 Changes in Disposal Fees. Solid Waste disposal fees are established by King County, the City, or such other entity designated by the City for receipt of Solid Waste collected by Contractor. If the Contractor or the City receives notice of any change in the disposal fee, it shall notify the other Party in writing of such change as soon as possible. If the disposal fees which are charged to the Contractor to dispose of the City's Solid Waste at the City-designated disposal site are increased or decreased at any time, the City shall change Rates charged by the Contractor hereunder in any way the City deems appropriate so long as the change is sufficient to reflect and pass through any such disposal fee change. Any Rate increase shall be sufficient to compensate the Contractor fully for the increased disposal fees it is required to pay, and any Rate decrease shall be sufficient to enable Customers to fully recoup the Contractor's increased revenues or decrease expenses from reductions in disposal fees. Upon the occurrence of a disposal fee change, the Contractor shall promptly advise the City and shall propose increased or decreased Rates and, upon request of the City, will provide the City with documentation supporting the change in the Rates under this Section 5.1.4.

5.1.5 Other Rate Adjustments. The Rates shall be adjusted if the Contractor, at any time, has increased, or reduced, expenses or revenues resulting from the following:

- a. Any change in or additional taxes or fees payable by the Contractor to the City.
- b. Any change in or additional taxes or fees specific to the services provided under this contract and payable to King County or Washington State.
- c. Other circumstances for which a Rate adjustment is expressly authorized hereunder.

5.1.6 City Rate Control. In the management of Solid Waste, Recyclable Materials, and Yard Waste activities, the City may determine to increase or decrease Rates for the various Customer classes or types of service. Subject to the requirements of this Section, such determination shall be in the City's sole discretion, but will be made only following consultation with the Contractor. The Contractor understands that the City's determinations regarding Rates may be influenced by public health, safety and welfare including policies to encourage waste reduction and recycling. The City's Rate determinations under this Section shall not diminish the total rate base.

**5.1.7 Timing And Approval.** Petitions for rate adjustments, with supporting information, shall be submitted to the City no later than October 1 of the year prior to the requested date of rate change, and shall be deemed approved by City if thirty (30) days following receipt by the City if the City does not elect, by written notice to Contractor, to review the proposed adjustment. Contractor's petition shall include detailed bases for the proposed adjustment. If the Contractor receives notice of a proposed change in its costs that may justify a rate increase under Section 5.1.4, 5.1.5 (a) or (b) after October 1 and immediately gives the City notice thereof, the City will work in good faith to complete its review of the amended rate increase proposal before the November 15<sup>th</sup> statutory deadline for rate increase notification.

**5.1.8 Administrative Fee.** The City may determine to adopt an administrative fee ("Administrative Fee") that the Contractor shall include in its Rates and remit to the City in accordance with the ordinance adopting the Administrative Fee. At such time that the City determines to exercise its option to adopt an Administrative Fee, the City shall consult with the Contractor regarding its implementation. The Contractor shall not separately identify the Administrative Fee on invoices to Customers. Notwithstanding the foregoing, the Contractor is only required to remit money for the City's Administrative Fee that the Contractor actually collects from Customers, and the implementation of the Administrative Fee shall not subject the Contractor to any additional costs or financial burdens.

## **5.2 Rate Audit.**

In the event of a dispute involving Rate adjustments under Section 5.1, the Contractor's proposal shall be submitted for independent audit and review. The Auditor shall be selected by mutual agreement of City and Contractor. The Costs of the audit will be the responsibility of the Contractor. If the audit indicates a rate adjustment is justified under the terms hereof, approval of the adjustment by the City shall not be unreasonably denied. The audit shall be completed within thirty (30) days. If the Contractor believes that the City has unreasonably denied the Contractor's petition for rate adjustment, the amount of the adjustment, if any, shall be resolved under Section 4.13.5. Notwithstanding the foregoing, Section 5.1.6 applies to all rate determinations hereunder.

### 5.3 Contractor's Risk.

Contractor is not entitled to any Rate increases other than those expressly provided for in this Contract. All wage increases for collection or any other employees of the Contractor granted during the term of this Contract; all existing, new or increased fees, rates, taxes or other charges paid by the Contractor to public or private parties; and all other Contractor cost increases shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense, respectively, except as expressly stated otherwise herein.

EXECUTED on the day and year first hereinabove written.

CITY:

CITY OF SHORELINE

Approved as to Form:

By: Larry Bauman  
Its Acting City Manager

By: Ian Sievers  
City Attorney

CONTRACTOR:

WASTE MANAGEMENT OF WASHINGTON INC.  
d.b.a. Waste Management-Northwest

By Jamey De Soer,  
Its Vice President

## **LIST OF APPENDICES**

- Appendix A: Service Area Description & Transition (Available Upon Request)
- Appendix B: Map of Service Area (Available Upon Request)
- Appendix C: Listing and Map of City-Owned Buildings to Which Collection Services Apply  
(Available Upon Request)
- Appendix D: Bond Form (Available Upon Request)
- Appendix E: Sample Correction Tag (Available Upon Request)
- Appendix F: Liquidated Damages Incident Report Form (Available Upon Request)
- Appendix G Rates and Charges (Included)

## **APPENDIX G**

### **Rates and Charges**

(To be taken from selected proposal)

#### **Residential Solid Waste and Recyclable Collection Rates:**

Rate Category	Rate	Charge Frequency
10 Gallon Mini Can	\$8.45	Monthly
20 Gallon Mini Can	\$9.73	Monthly
One 32 Gallon Can	\$11.25	Monthly
Two 32 Gallon Cans	\$15.53	Monthly
Three 32 Gallon Cans	\$19.81	Monthly
Four 32 Gallon Cans	\$24.10	Monthly
Five 32 Gallon Cans	\$28.38	Monthly
32 Gallon Toter	\$12.25	Monthly
60 Gallon Toter	\$16.53	Monthly
90 Gallon Toter	\$20.81	Monthly
1 Can Per Month	\$7.75	Monthly
Extra Unit	\$2.80	Each

#### **Residential Yard Waste Collection Rates:**

Service Frequency: Bi-Weekly (March – October) Monthly (November – February)

Rate Category	Rate (Mar-Oct)	Rate (Nov-Feb)
90 Gallon Toter	\$7.69	\$3.55
Extra Unit	\$1.25	\$1.25

#### **Commercial Solid Waste Collection Rates:**

Solid Waste Container Size	Standard Service Rate*	Extra Collection – Pickups per Week				Extra Service On-Call
		2	3	4	5	
32 Gallon Toter	\$12.25	\$24.50	\$36.75	\$49.00	\$61.25	\$4.83
60 Gallon Toter	\$16.53	\$33.06	\$49.59	\$66.12	\$82.65	\$5.81
90 Gallon Toter	\$20.81	\$41.62	\$62.43	\$83.24	\$104.05	\$6.80
1 Cubic Yard	\$51.33	\$98.07	\$144.81	\$191.54	\$238.28	\$14.79
1.25 Cubic Yards	\$61.26	\$117.48	\$173.69	\$229.90	\$286.11	\$16.97
1.5 Cubic Yards	\$71.20	\$136.61	\$202.02	\$267.43	\$332.83	\$19.09
2 Cubic Yards	\$91.07	\$175.16	\$259.23	\$343.31	\$427.38	\$23.40
3 Cubic Yards	\$130.18	\$251.71	\$373.24	\$494.76	\$616.29	\$32.05
4 Cubic Yards	\$163.91	\$317.93	\$471.94	\$625.95	\$779.96	\$39.54



Solid Waste Container Size	Standard Service Rate*	Extra Collection – Pickups per Week				Extra Service On-Call
		2	3	4	5	
6 Cubic Yards	\$217.80	\$420.71	\$623.61	\$826.51	\$1,029.41	\$50.83
8 Cubic Yards	\$277.59	\$537.80	\$798.00	\$1,058.19	\$1,318.38	\$64.05
3 Cubic Yard Compactor	\$362.13	\$724.25	\$1,086.38	\$1,448.51	\$1,810.64	\$87.57

\*Same as Residential rate for same container size.

#### Commercial Recyclable Materials Collection Rates:

Recyclable Materials Container Size	Every Other Week	Weekly Collection	Extra Collection – Pickups per Week				Extra Service On-Call
			2	3	4	5	
32 Gallon Toter	\$4.75	\$8.18	\$16.36	\$24.54	\$32.72	\$40.90	\$3.89
60 Gallon Toter	\$9.50	\$16.35	\$32.70	\$49.05	\$65.40	\$81.75	\$5.77
90 Gallon Toter	\$14.25	\$24.53	\$49.06	\$73.59	\$98.12	\$122.65	\$7.66
1 Cubic Yard	\$17.79	\$32.57	\$65.14	\$97.71	\$130.28	\$162.85	\$11.52
1.25 Cubic Yards	\$22.24	\$40.71	\$81.42	\$122.13	\$162.84	\$203.55	\$13.39
1.5 Cubic Yards	\$23.62	\$43.23	\$86.46	\$129.69	\$172.92	\$216.15	\$13.98
2 Cubic Yards	\$29.69	\$53.98	\$107.96	\$161.94	\$215.92	\$269.90	\$16.46
3 Cubic Yards	\$41.20	\$75.60	\$151.20	\$226.80	\$302.40	\$378.00	\$21.45
4 Cubic Yards	\$48.92	\$90.03	\$180.06	\$270.09	\$360.12	\$450.15	\$24.78
6 Cubic Yards	\$59.55	\$107.09	\$214.18	\$321.27	\$428.36	\$535.45	\$28.71
8 Cubic Yards	\$72.84	\$132.07	\$264.14	\$396.21	\$528.28	\$660.35	\$34.48

#### Commercial Yard Waste Collection Rates:

Rate Category	Rate (Mar-Oct)	Rate (Nov-Feb)
1 Cubic Yard	\$40.30	\$9.30
2 Cubic Yard	\$80.60	\$18.60
90 Gallon Toter	\$8.45	\$2.02

#### Drop Box Rates(1):

Container Size	Rental Rate	Pickup Rate
10 Cubic Yards	\$23.40	\$72.99
15 Cubic Yards	\$29.25	\$72.99
20 Cubic Yards	\$29.25	\$72.99
25 Cubic Yards	\$32.77	\$72.99
30 Cubic Yards	\$36.28	\$72.99
40 Cubic Yards	\$44.68	\$72.99

**Compactor Rates (Customer Furnished)(1):**

Container Size	Pickup Rate
10 Cubic Yards	\$72.99
15 Cubic Yards	\$72.99
20 Cubic Yards	\$72.99
25 Cubic Yards	\$72.99
30 Cubic Yards	\$72.99
35 Cubic Yards	\$72.99
40 Cubic Yards	\$72.99

- (1) Drop box and compactor rates do not include disposal fees and city taxes on those corresponding disposal fees.

**Rates For Special Services / Conditions:**

Service / Condition	Monthly Rate (Residential)	Monthly Rate (Commercial)
Carry Outs (Over 5 to 25 Feet)	\$0.50	\$0.50
Each Additional 25 Feet	\$0.50	\$0.50
Stairs and Steps (For Each Step)	\$0.10	\$0.10
Overhead Obstructions (Less Than 8 Feet From Ground)	\$1.00	\$1.00
Sunken or Elevated Cans / Units		
Cans or Units Under or Above Ground	\$1.00	\$1.00
Over 4 Feet But Not Involving Steps or Stair		
Drive-ins (Only One Can)	\$3.00	\$3.00
Private Road or Driveways Over 125 Feet		

Bulky items pick-up

\$ 35.00 /item

White goods pick-up

\$ 60.00 /item