

RESOLUTION NO. 2193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT FOR GARBAGE COLLECTION AND DISPOSAL BETWEEN THE CITY OF KIRKLAND AND BAYSIDE WASTE HAULING AND TRANSFER COMPANY, INC.

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

WHEREAS, the City of Kirkland operates under the authority of Ordinance No. 2038 its own garbage collection utility, and

WHEREAS, it has been determined by the City of Kirkland that the collection and disposal of garbage and refuse within the City of Kirkland can best be done by contract between the City and a private contractor, and the City having heretofore called for bids for the collection and disposal of garbage, refuse and swill and work incidental thereto, and Bayside Waste Hauling and Transfer Company, Inc., having become the successful bidder,

NOW, THEREFORE,

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland that certain contract between the City of Kirkland and Bayside Waste Hauling and Transfer Company, Inc., for the complete collection of garbage and refuse within the City of Kirkland in accordance with the terms thereof, for the period commencing July 1, 1973 and ending June 30, 1978, copy of which contract is attached to the original of this resolution and by this reference incorporated herein as though fully set forth.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 18th day of June, 1973.

William C. Woods
Mayor

Attest:

G. P. Adams
Director of Administration and Finance
(ex officio City Clerk)

CONTRACT

THIS AGREEMENT made and entered into this 29th day of June, 1973, by and between the City of Kirkland, a Non-charter Code City, hereinafter called "City", and Bayside Waste Hauling and Transfer Company, Inc., hereinafter called "Contractor",

WITNESSETH:

WHEREAS, the City of Kirkland operates under the authority of Ordinance No. 2038 its own garbage collection utility, and

WHEREAS, it has been determined by the City of Kirkland that the collection and disposal of garbage and refuse within the City of Kirkland can best be done by contract between the City and a private contractor, and the City having heretofore called for bids for the collection and disposal of garbage, refuse and swill and work incidental thereto, and the contractor having become the successful bidder,

NOW, THEREFORE, it is hereby agreed and covenanted by and between the parties as follows:

1. Contract Documents. The terms, conditions and covenants of the contract are set forth in the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

- (a) This agreement
- (b) Invitation for bids
- (c) Instructions to bidders
- (d) Special specifications for garbage and refuse collection
- (e) Addendum I to special specifications for garbage and refuse collection
- (f) Amended proposal submitted by contractor
- (g) Letter dated June 26, 1973 from contractor re apartment rates

(h) Ordinance No. 2038 of the City of Kirkland as heretofore amended, and further as now or hereafter may be amended during the life of this contract, provided that such future amendment may modify the manner and method of work to be performed by the contractor, but shall not reduce or otherwise operate to amend the basis for consideration to be paid hereunder as set forth in the proposal submitted by the contractor, without the written consent of the contractor.

2. Term. The contract shall commence on July 1, 1973, and end on June 30, 1978. During said term contractor agrees to collect and remove all refuse, garbage, rubbish, ashes and swill from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets,

restaurants and other places of accumulation, all in accordance with the contract documents, and contractor shall make a complete and thorough collection and disposal thereof.

3. Consideration to be paid. For the full and faithful performance of the services required to be performed by the contractor pursuant to this agreement, contractor shall be compensated in accordance with the schedule of compensation set forth in Alternate III, subsections 1(a), 2 and 3 of the amended proposal submitted by contractor. Unless otherwise agreed upon in writing, payments shall be made to the contractor monthly for services rendered in the prior month, and all charges and penalties assessed for said prior month, pursuant to the provisions of the contract documents, shall be deducted from such monthly payment. The customer count shall be based upon the record of active customers maintained by the City. The count may be adjusted to reflect changes in active customers every three months.

4. Mandatory collection. Garbage and refuse collection shall be mandatory in all areas of the city served by the contractor except as to those persons obtaining a private permit as referred to in Section 18 of the special specifications.

5. Collection schedules. Contractor shall use his best efforts at all times to keep all persons from whom he is collecting garbage and refuse advised of his schedule for collection, both date and time of pickup, and shall further

exert his best efforts to maintain actual collection in accordance with said schedule.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

CITY OF KIRKLAND

William E. Woods
Mayor

Attest:

Director of Administration & Finance
(ex officio City Clerk)

BAYSIDE WASTE HAULING & TRANSFER COMPANY, INC.

James R. [Signature]
President

[Signature]
Secretary

CALL FOR BIDS
CITY OF KIRKLAND

Call for Bids: For the collection and disposal of garbage and refuse for the City of Kirkland as authorized by Ordinance Number 2038 for a period of five (5) years commencing July 1, 1973.

Notice is hereby given that the City of Kirkland will receive sealed bids in the office of the City Clerk, City Hall, 210 Main Street, Kirkland, Washington up to the hour of 2:00 PM on Friday, May 25, 1973. At this time bids will be opened and publicly read aloud for: the collection and disposal of garbage and refuse for the City of Kirkland as authorized by Ordinance Number 2038 for a period of five (5) years commencing July 1, 1973.

Each bid shall be accompanied by a bid proposal deposit in the form of a certified or cashier's check payable to the City of Kirkland, or a bid bond issued by a surety company licensed to do business within the State of Washington for a sum of not less than \$25,000.00 and no bids shall be considered unless accompanied by such bid proposal deposit.

No bid proposal will be accepted from any person or firm who has not attended the pre-bid conference to be held by the City of Kirkland on Monday, May 14, 1973. Attendance at said conference is mandatory.

The City Council of the City of Kirkland will award the bid at their regular Council meeting on Monday, June 4, 1973. The City Council also reserves the right to reject any and all bids, to waive any informality in the bidding, and to make the award as deemed to be in the best interest of the City.

Specifications, conditions, and manner of bidding, may be obtained from the office of the Director of Administration and Finance.


Tom J. Anderson
Director of Administration and Finance

First Publication: April 25, 1973

Last Publication: May 2, 1973

City of Kirkland, King County
Washington

Instruction to Bidders and Proposed Specifications
for Collection and Disposal of Garbage and Refuse
in the City of Kirkland as authorized by Ordinance
No. 2038, and Proposed Bid Form

I. Instruction to Bidders

Section 1: Bids will be computed and presented on the printed forms provided without amendment, and Bidder must submit a bid on each item within each alternative, or their bid will not be considered. The proposal shall be typed or written in ink.

Section 2: Bidders shall make proposals on the basis of furnishing equipment and carrying on the collections set forth in the specifications attached hereto. All bids shall be accompanied by a bid proposal deposit, either in the form of a certified or cashier's check payable to the City of Kirkland, or a bid bond issued by a surety company licensed to do business within the State of Washington, said bid proposal deposit to be in the amount of \$25,000.00, and no bid shall be considered unless accompanied thereby. Upon acceptance of one bidder or rejection of all bids, the bid proposal deposits of the unsuccessful bidders will be returned. The bid proposal deposit of the successful bidder will be held until a contract is entered into. If the successful bidder fails to enter into such contract in accordance with his bid within 10 days of the date of notification that he is the successful bidder, said deposit shall be forfeited to the City.

Before such contract between the successful bidder shall be valid or binding, the contractor shall provide a performance bond to the City of Kirkland as provided in the specifications attached hereto.

Section 3: The area to be served shall be the entire area within the city limits of the City of Kirkland as it now exists, or is subsequently expanded by annexation or consolidation (less those territories covered by separate franchise or permits pursuant to RCW 35.13.280 and for the period specified therein. Pursuant to Ordinance No. 2219, such franchise or permit or any right to operate thereunder expires absolutely five years after the effective date of such annexation or consolidation. The preexisting franchise right now held by Eastside Disposal Company to operate in the are of old Houghton, therefore, will

expire July 31, 1973.)

Section 4: The work embraced in these specifications shall be under the supervision of the City Manager or his authorized representative.

Section 5: Permission will not be given for the withdrawal or modification of any bid or proposal after submission thereof.

Section 6: Bids will not be considered if detached from the specifications with which they are bound, nor shall any of the accompanying papers be detached therefrom, but the entire bid package shall be unbroken, in good condition and enclosed in a sealed envelope with the name and address of the bidder thereon, and a statement that this envelope contains a bid for refuse collection.

Section 7: Bidders are notified to examine thoroughly these instructions, the proposal, and specifications.

Section 8: The best estimate of the City as to the approximate number of customers at the present time within the entire City of Kirkland (including those areas not previously served by the City's contract collector) is:

| | |
|---|------|
| Single Family residence | 3750 |
| Multi-family residence with cans | 90 |
| Multi-family residence with containers of 2 yard capacity or less | 50 |
| Commercial with cans | 150 |
| Commercial with containers of 2 yard capacity or less | 70 |
| Commercial with containers with capacity in excess of 2 yards | 25 |

Section 9: Maximum Acceptable bid. No bid proposal will be accepted or considered where any item or alternate proposal therein on a non-mandatory basis exceeds the rate for a comparable item or service established by Tariff 14 of the holder of Public Utility Commission Garbage Franchise G-70 (Eastside Disposal Company), which franchise covers the geographical area within which the City of Kirkland is situated.

Section 10: Pre-Bid Conference - Mandatory Attendance. No bid proposal will be accepted from any person or firm who has not attended the pre-bid conference to be held by the City of Kirkland not less than 10 days prior to the date set for the opening of bids. Attendance at said conference is mandatory.

Section 11: Alternates. Special attention is directed to Alternate No. III in the proposal. Alternate III proposes to provide complete collection and disposal service for single family residences. The use of an annual flat rate for total collection is designed in part to permit the successful bidder to experiment with recent innovation in solid waste management and to gain the benefit of such savings as may result therefrom.

Section 12: Commencement of work. The existing contract under which garbage is collected within the City of Kirkland expires June 30, 1973. Therefore, the successful bidder shall be required to commence work under the new contract as of July 1, 1973.

SPECIAL SPECIFICATIONS FOR
GARBAGE AND REFUSE COLLECTION
CITY OF KIRKLAND

1. General Description:

The work to be performed consists of the complete collection of all garbage, refuse and certain other wastes accumulated in the City of Kirkland, and disposal thereof.

Mandatory garbage service collection and disposal has been required within the old City of Kirkland for many years. Optional or non-mandatory service has prevailed within the old Houghton area. The decision as to mandatory or non-mandatory service is reserved by the City. Therefore, each item and each alternative within the bid proposal shall be submitted upon both a mandatory and a non-mandatory basis.

Special attention is directed toward alternate No. III: Unauthorized dumping of refuse, garbage and litter constitutes environmental and safety hazard, and is detrimental to the welfare, health and public safety. Therefore, complete garbage refuse and litter collection and disposal service is a desired objective. Alternate III proposes to provide such complete collection and disposal service for single-family residences. The use of an annual flat rate for total collection is designed in part to permit the successful bidder to experiment with recent innovation in solid waste management and to gain the benefit of such savings as may result therefrom.

2. Collection Schedule: No collections shall be made except within the following time schedule:

For commercial and industrial: Between the hours of 6:00 AM and 6:00 PM Monday through Saturday (Where special circumstances exist, expanded hours may be authorized by the city upon request submitted by the contractor and industrial or commercial customer.)

For residential dwellings: Between the hours of 7:00 AM and 5:00 PM Monday through Saturday

For mixed commercial and residential usage of same building: Between hours of 7:00 AM and 5:00 PM Monday through Saturday.

3. Meaning of Terms:

The meaning of terms and words herein shall be as defined in Ordinance 2038.

4. Employees to be Courteous, etc.:

The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible.

5. Employees to Use Walks:

Employees, in collecting garbage, refuse and certain other waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans. They shall also replace all garbage cans and covers and close all gates opened by them. All employees shall wear clean uniforms.

6. Employees Not to Trespass:

Employees shall not trespass or loiter, cross property to adjoining premises, or meddle with property which does not concern them.

7. Loading:

Extra care shall be taken in the loading and transportation of garbage, refuse and other waste so that none of the material to be collected is left, either on private property or on the streets or alleys. Any garbage, refuse or other waste left on private property or on streets or alleys by the Contractor shall be cleaned up upon notice from the City Manager.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, alley or public place by any of his equipment, and if the Contractor fails to clean the same within two hours after notice is served by the City Manager, the City Manager may cause such streets to be cleaned and charge the costs to the Contractor.

8. Emergency Collections:

Adequate provision shall be made by the Contractor to provide special collections when garbage, refuse and other waste has not been collected during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor when ordered by the City Manager at no cost to the City or the occupant. If the Contractor fails to provide a special pickup within 24 hours of notification by the City Manager, the City Manager may cause the work to be done. The sum of \$5.00 for each such pickup shall be billed to the Contractor. For the purposes of this paragraph, "missed collection" shall not include collections not made for reasons beyond the control of the Contractor, such as "Act of God", access blocked by street construction or temporary road surface condition due to unusual or inclement weather, etc.

9. Collection Equipment:

In collecting garbage, refuse and other waste under this contract, the Contractor shall use all metal, watertight, completely enclosed bodies that are designed and manufactured for the collection of garbage and refuse and are capable of servicing detachable containers.

The number and type collection vehicles furnished by the Contractor shall be sufficient for the collection of all garbage, refuse and other waste. If there be any doubt by the Contractor whether his proposed equipment is satisfactory or not, he should secure prior written approval from the City Manager.

The Contractor shall provide equipment capable of removing garbage, refuse and other waste from industrial plants in such a manner as approved by each concerned industrial plant and the City. "Such manner" may include use of rental equipment rather than purchase of equipment, or collection by subcontractor when approved by the City.

10. Method of Disposal:

The Contractor shall deliver at his cost all garbage, refuse or other waste to a transfer station or sanitary landfill operated by King County, the City of Seattle, or their successors, or such other site as shall be approved or meet the solid waste disposal site requirements of the Department of Ecology. The successful bidder shall, before entering into contract with the City, furnish written evidence that it has approval to utilize any or all of the aforementioned disposal sites for the duration of the contract.

11. Ownership of Equipment:

All vehicles, facilities, equipment and property used in the performance of this contract shall be wholly owned by the Contractor; provided, leasing or rental agreements may be allowed where approved by the City of Kirkland prior to submission of bids and conditional sale contract, mortgages or other contractual arrangements for financing the purchase of such equipment may be allowed where approved by the City of Kirkland prior to execution of this contract. All such leasing or rental agreements shall provide that in the event of default of this contract, or of such leasing or rental agreement, the City at its option shall have the right to take possession of and operate vehicles and equipment covered by such leasing or rental agreement for the unexpired term of this contract. Any such conditional sales contract, mortgage or other contractual arrangements for financing purchase of such equipment shall provide that in event of default of this contract or of such conditional sales contract,

mortgage or other contractual arrangement, the right to the possession and use of such vehicles, equipment and facilities may be taken by the City for the unexpired term of this contract.

A variation of this section will be allowed where industrial plants or commercial firms have ownership of collecting equipment.

12. Painting of Vehicles and Equipment:

Collection vehicles shall be painted and numbered consecutively from one upward and shall have the Contractor's name and number of the vehicle painted in letters of a contrasting color, at least four (4) inches high, on each side of each vehicle, and the number painted on the rear. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition; and all collection vehicles shall be steam cleaned or "pressure washed" inside and out, at least once each week. Repainting of all vehicles shall be done not less than every 2-1/2 years. All detachable containers furnished under the contract shall be either painted or galvanized, and shall display the Contractor's name and number of the container. These containers shall be steam cleaned or "pressure washed" whenever necessary in the judgment of the City Manager and always before being placed for a new customer.

13. Parking of Vehicles:

The Contractor shall not use property in or adjacent to that zoned as residence, nor adjacent to the various disposal sites for the parking, standing, washing, cleaning or storing of his vehicles or equipment without the approval of the City Manager.

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

14. Report and Maps:

The Contractor shall furnish an annual report at the end of each calendar year to the City Manager showing the number of loads of garbage, refuse and other waste hauled by him to the disposal site during the year, the approximate number of cubic yards per load, and the total number of cubic yards of garbage, refuse and

other waste hauled to the disposal site for each month.

The Contractor shall also outline, on maps furnished by the City, his collection routes. The Contractor shall give not less than five (5) days' notice to the City Manager of any change in the boundary of any route of the day or time of collection.

16. Contractor's Office:

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of complaints, orders for special service or instructions from the City Manager. This office shall be in operation between the hours of 6:00 AM and 5:00 PM, Monday through Saturday. The telephones provided in such office shall be on a telephone exchange which can be called from anywhere within the City of Kirkland without toll or other long distance charges. Two-way communication between said office and the collection vehicles shall be maintained at all times between the hours of 6:00 AM and 5:00 PM Monday through Saturday. Such communication may be by two-way radio "call boy" facilities, or other arrangements satisfactory to the City Manager.

16. Special Agreement:

The Contractor agrees to remove and dispose of garbage, refuse from the fire stations, city hall, library, municipal garage, water shops, recreational hall and other city owned and occupied buildings used only for governmental purposes and from the city parks within the city limits of Kirkland without charge to the City, provided that the same is placed in cans conveniently located for collection. Additions, deletions or changes in collection subject to change as directed by the City Manager.

17. Annexation or Consolidation:

Attention is called to RCW 35.13.280 regarding the rights of franchise or permit holders for garbage collection and/or disposal within areas which may be annexed to or consolidated with the City of Kirkland. Ordinance No. 2219 of the City of Kirkland provides that such franchise permit or carry-over right shall expire absolutely on the expiration of five years from the effective date of such annexation or consolidation. The former City of Houghton was consolidated with the City of Kirkland effective August 1, 1968. Therefore, the franchise permit or carry-over right of Eastside Disposal to serve said area will expire absolutely July 31, 1973, and the successful bidder shall be required to provide service within the former City of Houghton, together with all other areas annexed to the

City of Kirkland or the City of Houghton prior to the date of consolidation and presently served by Eastside Disposal Company commencing with the first Monday following the absolute expiration of the franchise or permit right of Eastside Disposal Company to operate in said areas, or to-wit, on or before August 6, 1973. Thereafter, as to subsequent annexations or consolidations, the successful contractor shall be required to provide service within said annexed or consolidated areas on the first Monday following the expiration of the five year carry-over period. The City will furnish to said successful bidder a list, including a map, setting forth such annexed areas.

18. Permit to Haul Own Garbage or Refuse:

The City is considering adopting a private hauling permit to be made available to those residents or establishments who, because of special circumstances relating to location or nature of garbage or other refuse, desire to haul and dispose of their own garbage or refuse. If such a permit should be established, the recommendation and comments of the Contractor would be solicited and considered by the City prior to the granting of such private permit.

19. Operating Permits:

The Contractor shall take out and pay for any permits required by the City or any other governmental authority which may be required under this contract. Further, the Contractor shall be obligated to protect all public and private utilities, whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations under this contract, he shall repair or replace same or, failing to do so promptly, the City Manager shall cause repairs or replacement to be made and the cost of doing so shall be billed to Contractor monthly.

20. Liability Insurance:

The Contractor shall provide and maintain in full force and effect during the entire term of this contract, or any renewal thereof, of a policy of Contractor's public liability insurance, naming the City as an additional insured, providing for limits of not less than Five Hundred Thousand (\$500,000) Dollars for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than One Million (\$1,000,000) Dollars for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and regular Contractor's

property damage liability insurance providing for a limit of not less than Five Hundred Thousand (\$500,000) Dollars for all damages arising out of injury to or destruction of property during the policy period.

Such policy shall provide for ten (10) days' notice to the City of any change, cancellation or lapse of such policy.

The Contractor shall further indemnify and save the City harmless from and against any and all loss, damage, actions, claims, suits, judgments and liability in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, conduct or operation of or by Contractor. Contractor shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the City in enforcing any and all terms and covenants of this contract.

21. Performance Bond:

Before the contracts between the successful bidder and the City shall be valid or binding against the City of Kirkland, the Contractor shall furnish unto the City a proper performance bond to be approved by the City Attorney, conditioned that the Contractor shall faithfully perform all the provisions and terms of the contract and related documents and pay all laborers, mechanics and sub-contractors and materialmen, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work; which bond shall be signed by the surety company as surety, and shall be in the amount of One Hundred Thousand (\$100,000) Dollars, which bond shall at all times be kept in full force and effect.

22. Contractor to Make Examination:

The Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, and all conditions affecting the work to be done, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that he has satisfied himself by his own investigation and research regarding all of such conditions, and that his conclusion to enter into the proposed contract is based upon such investigation and research, and that he shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional

compensation under whatever circumstances which may develop other than as herein provided.

23. Workmen:

All workmen employed 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 workmen of the number and skill required shall constitute a default of the contract.

Whenever the Contractor is not present on the work, orders may be given by the City Manager to the superintendent or foreman, who may have immediate charge thereof. If any person employed on the work shall refuse or neglect to obey the direction of the City Manager or in the opinion of said City Manager shall be incompetent, unfaithful, disorderly, or otherwise unsatisfactory, he shall, upon the order of the City Manager, be at once discharged.

24. Company Name:

The Contractor shall not use a firm name containing the words "Kirkland", "City", or any words implying municipal ownership.

25. Liquidated Damages:

As a breach of the service provided by this contract would cause serious and substantial damage to the City and its occupants, and the nature of this contract would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that in case of breach of service the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damage and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this contract.

A truck beginning residential collection \$10.00 per day
prior to 7:00 AM

Failure to collect misses within twenty-four (24) hours of notification to contractor \$ 5.00 each not to exceed 10 complaints per truck per day.

Repetition of complaints on a route after notification to replace cans or detachable container in designated locations, spilling, not closing gate, crossing planted areas, or similar violations. \$ 2.00 each - not to exceed 10 complaints per truck per day.

Such liquidated damages as the City shall elect to collect will be billed to the Contractor monthly.

26. Holidays:

Contractor shall designate which holidays he will observe and indicate the schedule he will work if the holiday falls on a regular collection day.

27. 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 Council may direct, which may have the effect for a time of preventing the contractor from traveling his accustomed route or routes for collection. He shall, however, by the most expedient manner, continue to collect garbage or refuse to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City of Kirkland.

28. Reports. All reports required to be submitted to the City by the contractor shall be on forms approved by the City and shall be typed or legibly printed. Such reports shall include collection routes, residential pickup schedules, non-residential pickup schedules, including numbers of cans or containers, and number of pickups per week as to each non-single family residential customer.

City of Kirkland

ADDENDUM I to Special Specifications, Invitation to bid
and Proposal for Garbage and Refuse Collection

Amendment to Paragraph 2, Special Specifications, Collection
Schedule:

2. Collection Schedule: No collections shall be made except
within the following time schedule:

For commercial and industrial: Between the hours of
6:00 AM and 6:00 PM Monday through Saturday. Saturday
service is expected and may be required where accumu-
lations of garbage or refuse become a sanitation or
litter problem. (Where special circumstances exist,
expanded hours may be authorized by the city upon
request submitted by the contractor and industrial
or commercial customer.)

For residential dwellings: Between the hours of
7:00 AM and 6:00 PM Monday through Saturday

For mixed commercial and residential usage of same building:
Between hours of 7:00 AM and 6:00 PM Monday through Saturday.

City of Kirkland

ADDENDUM I to Special Specifications, Instructions to Bidders
and Proposal for Garbage and Refuse Collection

Amended Proposal:

The undersigned hereby certifies as follows:

That BAYSIDE DISPOSAL CO.

have personally and carefully examined the specifications, form of contract and the foregoing instructions for the work to be done in collection and disposal of garbage, refuse and other waste in the City of Kirkland.

BAYSIDE DISPOSAL CO.

have examined the points of origin and will dispose of all collections to a transfer station or sanitary landfill operated by King County, the City of Seattle, or their successors, or such other site as shall be approved or meet the solid waste disposal site requirements of the Department of Ecology.

That having made the necessary examination the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work within the time fixed and upon the terms and conditions provided in the said specifications, contract and the foregoing instructions at the following price, to-wit:

A five year contract for the collection and disposal of garbage and refuse in the City of Kirkland (less those territories covered by separate franchise or permits pursuant to RCW 35.13.280 and for the periods specified therein, and those customers that may hereafter obtain a valid permit from the City of Kirkland to haul their own garbage or refuse because of special circumstances). Provided, however, that the amounts bid within Alternative III-1 Residential, may be subject to review and modification at the end of the third year.

Special Definitions:

"Curbside" means the edge of the street or alley where garbage and refuse placed for pickup, whether or not there is actually a curb installed.

"Everything Placed for Pickup by Resident" as used in Alternative III-1 is subject to the limitations imposed by Ordinance 2038 as to the volume, weight and size of the cans

or ordinance unit packages in which the refuse or garbage must be placed by the resident for pickup.

Bid Proposal Deposit Enclosed \$ _____

ALTERNATE PROPOSAL I

| <u>Detail</u> | <u>A. Mandatory</u> | <u>B. Non-Mandatory</u> |
|---|--|--|
| <p>I - 1. Residential Single Family: 1 pickup per week 1 can not over 25 feet 2 cans not over 25 feet Each additional can not over 25 feet</p> | <p>_____ _____ _____</p> | <p>_____ _____ _____</p> |
| <p>I - 2. Apartment House, Trailer Court, Apartment, Hotel (a) 2 cans per pickup Each additional can per pickup (b) Container: 1 yard capacity per pickup 1-1/4 yd capacity per pickup 1-1/2 yd capacity per pickup 10 to 20 yd capacity per pickup 20 to 40 yd capacity per pickup</p> | <p>_____ _____ _____ _____ _____ _____ _____</p> | <p>_____ _____ _____ _____ _____ _____ _____</p> |
| <p>I - 3. Non residential rates: (a) 2 cans per pickup 4 cans per pickup Each additional can per pickup (b) Container: 1 yard capacity per yard per pickup 1-1/2 yd capacity per yard per pickup 2 yd capacity per yard per pickup 3 to 8 yd capacity per yard per pickup 10 to 40 yd capacity per yard per pickup</p> | <p>_____ _____ _____ _____ _____ _____ _____</p> | <p>_____ _____ _____ _____ _____ _____ _____</p> |
| | <p>(Plus actual dump fee)</p> | <p>(Plus actual dump fee)</p> |

Detail

A. Mandatory

B. Non-Mandatory

ALTERNATIVE II

II - 1(a) Residential Single Family
Weekly pickup
1 can - curbside
2 cans - curbside
Each can over 2 - curbside

or

II - 1(b) Residential Single Family
1 pickup per week
1 can - curbside to 25 ft
2 cans - curbside to 25 ft
Each can over 2 - curbside to 25 ft

II - 1(c) Residential Single Family
1 pickup per week
1 can - 0 to 25 ft
1 can - 25 ft to 60 ft
1 can - over 60 ft
2 cans - 0 to 25 ft
2 cans - 25 ft to 60 ft
2 cans - over 60 ft
Each can in excess of 2:
0 to 25 ft
Each can in excess of 2:
25 to 60 ft
Each can in excess of 2:
over 60 ft

II - 2 Apartment House, Trailer Court,
Apartment, Hotel
(a) 2 cans per pickup
Each additional can
per pickup
(b) Container:
1 yard capacity per pickup
1-1/4 yd capacity per pickup
1-1/2 yd capacity per pickup
10 to 20 yd capacity per pickup
20 to 40 yd capacity per pickup

| <u>Detail</u> | <u>A. Mandatory</u> | <u>B. Non-Mandatory</u> |
|--|------------------------|-------------------------|
| II - 3 Non-residential rates: | | |
| (a) 2 cans per pickup | _____ | _____ |
| 4 cans per pickup | _____ | _____ |
| Each additional can per pickup | _____ | _____ |
| (b) Container: | | |
| 1 yard capacity per yard per pickup | _____ | _____ |
| 1-1/2 yd capacity per yard per pickup | _____ | _____ |
| 2 yd capacity per yard per pickup | _____ | _____ |
| 3 to 8 yd capacity per yard per pickup | _____ | _____ |
| 10 to 40 yd capacity per yard per pickup | _____ | _____ |
| | (Plus actual dump fee) | (Plus actual dump fee) |

ALTERNATIVE III - COMPLETE COLLECTION AND DISPOSAL OF ALL REFUSE, GARBAGE LITTER - TOTAL SERVICE

III - 1(a) Residential Single Family
1 pickup per week, everything placed for pickup by resident - Annual flat rate sum per single family residence

| | |
|-------------|---------|
| Curbside: | \$25.68 |
| 0 to 25 ft | 25.68 |
| 25 to 60 ft | 26.88 |

III - 1(b) Residential Single Family

| | |
|--|-------|
| Annual flat rate sum, 1 can per week | |
| Curbside | 22.80 |
| 0 to 25 ft | 22.80 |
| 25 to 60 ft | 24.60 |
| Annual flat rate sum, 2 cans per week | |
| Curbside | 24.60 |
| 0 to 25 ft | 24.60 |
| 25 to 60 ft | 25.80 |
| Everything placed for pickup by resident | |
| Curbside | 25.68 |
| 0 to 25 ft | 25.68 |
| 25 to 60 ft | 26.88 |

III - 2 Apartment House, Trailer Court, Apartment, Hotel

| | | |
|--------------------------------------|--------------|--------------|
| (a) 2 cans per pickup /week | \$3.50/month | \$4.00/month |
| Each additional can per pickup | .40 | .50 |
| (b) Container: | | |
| 1 yard capacity per pickup | 2.20 | 2.50 |
| 1-1/4 yd capacity per pickup | 2.40 | 2.70 |
| 1-1/2 yd capacity per pickup | 2.70 | 3.00 |
| 10 to 20 yd capacity per pickup/yard | 1.60 | 1.60 |
| 20 to 40 yd capacity per pickup/yard | 1.50 | 1.50 |

| <u>Detail</u> | <u>A. Mandatory</u> | <u>B. Non-Mandatory</u> |
|--|------------------------------------|------------------------------------|
| III - 3 Non-Residential rates | | |
| (a) 2 cans per pickup /week | <u>\$3.50/month</u> | <u>\$4.00/month</u> |
| 4 cans per pickup /week | <u>6.75/month</u> | <u>7.25/month</u> |
| Each additional can per pickup | <u>.40</u> | <u>.50</u> |
| (b) Container: | | |
| 1 yard capacity per yard per pickup | <u>2.20</u> | <u>2.50</u> |
| 1-1/2 yd capacity per yard per pickup | <u>2.70</u> | <u>3.00</u> |
| 2 yd capacity per yard per pickup | <u>3.75</u> | <u>4.05</u> |
| 3 to 8 yd capacity per yard per pickup | <u>1.60</u> | <u>1.60</u> |
| 10 to 40 yd capacity per yard per pickup | <u>1.00 (Plus actual dump fee)</u> | <u>1.00 (Plus actual dump fee)</u> |

Residential customers shall provide at their own expense garbage cans or other suitable containers meeting the requirements of Kirkland Ordinance No. 2038. Multiple family residential customers or non-residential commercial or industrial customers shall provide at their own expense garbage cans or other suitable containers meeting the requirements of Ordinance No. 2038, either as to garbage cans, ordinance units or detachable containers. Where detachable containers are used, they shall be of such design as can be serviced by Contractor's collection equipment. In this connection the Contractor may enter into an agreement with the customer to furnish such container or containers or garbage can or cans as the disposal needs of the customer may require. Such agreement shall be entirely between the contractor and the customer, and any cost or charge made therefor by the contractor shall be billed and collected by the contractor. Nothing herein, however, shall prevent the customer from entering into such an arrangement with any person or firm other than the Contractor, nor prevent the Contractor from entering into such an arrangement with the customer without charge to the customer. All garbage cans, detachable containers or ordinance unit bags or wrappers must conform to the requirements of Ordinance 2038, and any applicable rules or regulations of the King County Health Department and the Department of Ecology.

For purposes of information and comparison only, bidder has attached to this proposal a copy of its current container rental schedule.

It is understood that the City of Kirkland operates its own garbage utility and that in that capacity is contracting with the contractor to provide collection and disposal service only, and that the bid proposal herein contained is for the consideration to be paid to the Contractor for performing such service and is not the rate or charge to be made to the individual residential or non-residential customer, and there is not necessarily any comparison or relationship between the rate or method of calculating compensation to be paid to the garbage collector and the rate charged by the city garbage utility to the individual customer for the furnishing of such service.

CONTRACTOR BAYSIDE DISPOSAL CO.
ADDRESS 2437 6th Ave. South
Seattle, Wash. 98134

Circle correct form of entity: Sole proprietorship
Partnership
Corporation

Signature s/ Bruce Leven, President

LAW OFFICES

REAUGH, HART, ALLISON, PRESCOTT & DAVIS

DAN REAUGH
GEORGE H. HART
ROBERT B. ALLISON
LOREN D. PRESCOTT
JACK R. DAVIS
KEITH R. BALDWIN
BIFFORD S. CRANE

1100 IBM BUILDING
SEATTLE, WA 98101
TELEPHONE 823-8400
AREA CODE 206

HUGH H. BENTON, JR.,
of Counsel

June 8, 1973

Mr. Allen Locke
City Manager
City of Kirkland
Kirkland, Washington

Re: Bayside Disposal Company
Bid Proposal

Dear Mr. Locke:

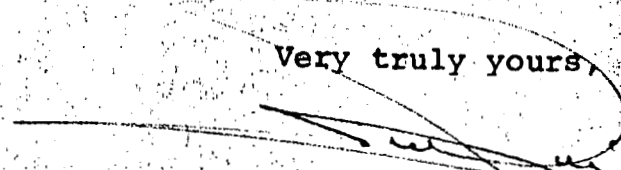
Upon careful review of the bid proposal that was accepted by the Kirkland City Council by unanimous vote Tuesday, June 5, 1973, it has been discovered that a clerical error was made in typing up the bid proposal in respect to Alternate III part 2 and part 3.

The bid proposal as submitted under Alternate III - 2a provides a rate of \$3.50 per month under mandatory collection two cans per pickup per week and \$.40 for each additional can per pickup. This should be corrected to \$2.05 per month for two cans per pickup per week, each additional can per pickup \$.40.

Under Alternate III - 3, mandatory pickup non-residential is shown as \$3.50 per month for two cans per week pickup, \$6.75 per month for four cans per week pickup, and each additional can per pickup \$.40. This should be corrected to read two cans per pickup per week at \$2.75, each additional can per pickup \$.40 with the \$6.75 per month four cans per pickup per week eliminated in its entirety.

I apologize for not having corrected these typographical errors earlier and if there is any question, please give me a call.

Very truly yours,


Jack R. Davis

JRD:lm

RECEIVED

JUN 11 1973

AM PM
CITY OF KIRKLAND
BY



BAYSIDE DISPOSAL

2437 SIXTH AVENUE SOUTH
SEATTLE, WASHINGTON 98134
(206) MU 2-0475

June 26, 1973

Mr. Allen Locke
City Manager
City of Kirkland
Kirkland, Washington

Re: Bayside Disposal Company
Bid Proposal

Dear Mr. Locke:

It has been brought to my attention that my letter of June 8, 1973, is incomplete and inconsistent in respect to the proper amounts to be charged under Alternate III-2a and Alternate III-3.

The proper rates under the bid proposal for Alternate III-2a should read as follows:

2 cans per pickup per week, mandatory
pickup - \$2.05 per month;

4 cans per pickup per week, mandatory
pickup - \$2.85 per month;

Each additional can per pickup - \$.40

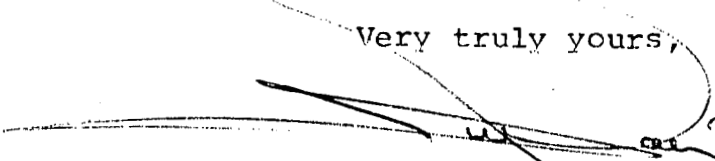
Alternate III-3 mandatory pickup non-residential should read as follows:

2 cans per pickup per week - \$2.05 per month;

Each additional can per pickup - \$.40

I trust that this will properly clarify and complete the information submitted in my earlier letter.

Very truly yours,


Jack R. Davis

JRD:lm