

RESOLUTION NO. R-2519

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 SNO-KING GARBAGE 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 Chapter 16.12, Kirkland Municipal Code, 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

WHEREAS, the City Council has heretofore, by Resolution, pursuant to Section 16.12.010 of the Kirkland Municipal Code, directed the City Manager to negotiate for the award of a new or extended contract for garbage collection, and

WHEREAS, the City Manager has recommended to the City Council the contract, a copy of which is attached to the original of this Resolution, between the City and Sno-King Garbage Company, Inc., who is an affiliate of Bayside Waste Hauling and Transfer, Inc., the City's present contract garbage collector, and

WHEREAS, it appears to the City Council that it will be in the best interests of the City and the residents thereof to enter into said contract for a five-year period; now, therefore, be it

RESOLVED BY THE CITY COUNCIL of the City of Kirkland as follows:

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 Sno-King Garbage 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, 1978, and

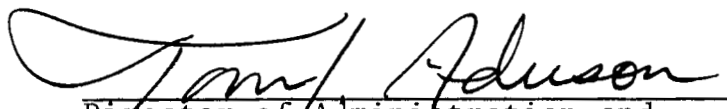
ending June 30, 1983, a copy of which contract is attached to the original of this Resolution and by this reference incorporated herein as though fully set forth.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 1 day of MAY, 1978.

SIGNED IN AUTHENTICATION thereof on the 1 day of MAY, 1978.


MAYOR

ATTEST:


Director of Administration and
Finance
(ex officio City Clerk)

COPY

CONTRACT

THIS AGREEMENT made and executed this 11th day of May, 1978, by and between The City of Kirkland, a noncharter code city, hereinafter called "City," and Sno-King Garbage Company, Inc., hereinafter called "Contractor";

I.

RECITALS

1.1 WHEREAS, the City of Kirkland operates under the authority of Chapter 16.12, Kirkland Municipal Code, its own garbage or sanitation utility, and Bayside Waste Hauling & Transfer, Inc., an affiliate of Contractor, presently performs the option of collection and disposal of garbage and refuse within the City of Kirkland under contract entered into with City on the 29th day of June, 1973, and

1.2 WHEREAS, Sno-King Garbage Company, Inc., is headquartered at Redmond, Washington, and

1.3 WHEREAS, it has been determined by the City that it will be in the best interests of the City and the residents thereof to negotiate a new contract with Contractor for a period of five (5) years from and after the expiration of the existing contract, and

1.4 WHEREAS, City and Contractor have negotiated mutually agreeable terms for such contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is agreed as follows:

II.

AGREEMENT

2.1 Term. This contract shall commence on July 1, 1978, and end on June 30, 1983. During the 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 as contained herein, and Contractor shall make a complete and thorough collection and disposal thereof.

2.2 Considerations to be Paid. For the full and faithful performance of the services to be performed by the Contractor pursuant to this agreement, Contractor shall be compensated in accordance with the schedule or rates and charges attached hereto as Appendix A or as amended during the term of this contract as provided for in paragraph 2.3. Payment shall be made to Contractor by the City 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, shall be deducted from such monthly payment. The customer count shall be based upon the record of active customers maintained by the City. The account may be adjusted to reflect changes in active customers every three months.

2.3 Modifications in Rates. The rates and charges as set forth in paragraph 2.2. shall be amended effective the first day of January of 1980, and the first day of January of each succeeding year thereafter during the term of the contract based upon the following factors exclusively. Labor costs, including direct wages, cost of living adjustments, pension payments, health, welfare and vision benefits, FICA payments, federal and state unemployment compensation payments, and industrial insurance payments, shall be computed as comprising 45% of the total cost of operation by Contractor in providing services hereunder, and dump fees as applied for by King County shall be calculated as comprising 25% of the total cost of Contractor performing the services hereunder.

The rates and charges as set forth in paragraph 2.2 shall be adjusted effective January 1, 1980, based upon 45% of the ratio which labor costs, as defined above, as of July 1, 1978, bears to labor costs as of January 1, 1980, plus 25% of the ratio which dump fees at King County dump locations as of July 1, 1978, bears to such dump fees on January 1, 1980. Thereafter, the rates and charges set forth in paragraph 2.2 shall be adjusted as of January first of each succeeding year by 45% of the ratio which labor costs, as set forth herein, bear to the prior January first, and by 25% of the ratio which dump fees as of January first bear to the prior January first.

EXAMPLE:

Labor rate effective July 1, 1978 - \$10.00 hour

Labor rate effective January 1, 1980 - \$12.00 per hour

Increase \$2.00 per hour equals 20% x 45% equals rate increase 9%

Dump Fees - July 1, 1978 - \$10.00 per ton
January 1, 1980 \$11.00 per ton

Increase \$1.00 or 10% x 25% equals 2.5% rate increase

Total rate increase 9% plus 2.5% equals 11.5%

Contractor shall, prior to the effective date of this contract, file with the City a verified schedule of existing labor costs and dump fees effective as of July 1, 1978.

No periodic increase in rates and charges to be paid the Contractor under the formula therefor, as hereinabove set forth, shall become effective until 30 days following receipt by the City of a verified schedule of increases in labor costs and dump fees, which schedule shall also include a statement of actual labor costs and dump fees paid during the immediate preceding 12 months.

2.4 Mandatory Collection. Garbage and refuse collection shall be mandatory in all areas of the City served by Contractor except as to those persons obtaining a private permit as referred to in Section 2.22 of this agreement.

2.5 Collection Schedules. Contractor shall use its best efforts at all time to keep all persons from whom he is collecting garbage and refuse advised of the schedules for collection, both day and time of pickup, and shall further exert its best efforts to maintain actual collection in accordance with such schedules.

2.6 Area to be Served. 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 expanded by annexation or consolidation pursuant to the provisions of RCW 35.13.280, whereby Contractor shall be entitled to commence service to any annexed area as provided in paragraph 2.21.

2.7 City Supervision. The work embraced in accordance with the provisions of this contract shall be under supervision of the City Manager or his authorized representative.

2.8 Collection Schedules. No collection shall be made except within the following time schedules:

For commercial and industrial: Between the hours of 5:00 a.m. and 5:00 p.m., Monday through Saturday. (Where special circumstances or complaints received by the City indicate the necessity or desirability of an adjustment in the hours between which pickups may be made the City may require such an adjustment to be made upon written notice to the Contractor.)

For residential dwellings: Between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday.

For mixed commercial and residential usage at same location: Between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday.

2.9 Meaning of Terms. The meaning of terms and words as contained herein shall be governed by the provisions of Title 16, Refuse and Garbage, Kirkland Municipal Code, and/or any amendments or revisions thereto where applicable, and, otherwise, by the common and customary understanding of the industry.

2.10 Requirements re Employees. 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. 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. Employees shall not trespass nor cross property to neighbor's premises, nor meddle with property which does not concern them.

2.11 Loading. Extra care shall be taken in the loading, compacting and transportation of garbage, refuse and other waste so that none of the materials to be collected is left either on private property or on the streets and alleys. Any garbage, refuse or other waste left on the 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 its 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 Contractor.

2.12 Emergency Collections. Adequate provisions shall be made by the Contractor to provide special collections when garbage, refuse and other waste has not been collected during a regularly scheduled trip. Special pick ups for miscollection shall be made by the Contractor when ordered by the City Manager to cause the work to be done. The sum of \$10.00 for each such pick up shall be billed to the Contractor. For purposes of this paragraph, "missed collection" shall not include collections not made for reasons beyond the control of the Contractor, such as "Acts of God," access blocked by street construction or temporary road surface

condition due to usual and inclement weather, etc.

2.13 Collection Equipment. In collecting garbage, refuse and other waste under this contract, the Contractor shall use all metal water-tight, completely enclosed truck and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential, commercial and industrial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage, refuse and other waste within the area to be served. If there is any doubt by the Contractor whether the equipment is satisfactory, he shall secure prior written approval from the City Manager.

2.14 Method of Disposal. The Contractor shall deliver, at his cost, all garbage, refuse or other waste to a disposal site operated by King County, the City of Seattle, or other successors, or such other site or sites as shall be approved by or meet with the solid waste disposal site requirements of the Department of Ecology; provided that the Contractor shall not use any dump or solid waste disposal site which the City would be prohibited from using were the City to collect and dispose of garbage and refuse with its own employees. Contractor shall at all times keep the City advised of the disposal site or disposal sites being used by Contractor.

2.15 Ownership of Equipment. All vehicles, facilities, equipment and property used in the performance of this contract shall be owned by the Contractor; provided, however, that leasing or rental agreements may be allowed when approved by the City Manager prior to their execution. 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 may, at its option, have the right to take possession of and operate such vehicles and equipment covered by such leasing or rental agreements for the unexpired term of this contract. Any conditional sales contract, mortgage or other contractual arrangement for

financing the purchase of equipment to be utilized under the terms of this contract shall provide that, in the event of default of any term or provision in the contract or conditional sales agreement, mortgage or other contractual arrangement, that the right to possession and use of such vehicle equipment and facilities may be taken by the City for the unexpired term of this contract.

2.16 Painting of Vehicles and Equipment. Collection vehicles shall be painted and numbered 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 two and one-half years. All detachable containers furnished under the contractor shall be either painted or galvanized, and shall display the Contractor's name and number on the container. In addition, all such containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by any appropriate regulatory agency. All containers shall display the Contractor's name and telephone number and shall be steam cleaned or pressure washed whenever necessary in the judgment of City Manager, and always before being placed out for a new customer.

2.17 Parking of Vehicles. The Contractor shall not use property in or adjacent to that zoned as residential, nor adjacent to the various disposal sites for the parking, standing, washing, cleaning or storing of its 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.

2.18 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(s) 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(s) for each month. The Contractor shall also outline on maps furnished by the City, his collection routes. Contractor shall give no 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.

2.19 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 8:00 a.m. and 4:30 p.m., Monday through Friday, with a telephone answering or recording device available 24 hours per day, seven days per week, to take messages when no one is on duty. The telephones provided in such office shall be on a telephone exchange which can be called from anywhere within the city limits of the City of Kirkland without a toll or other long distance charge. Two-way communications between said office and the collection vehicle shall be maintained at all times between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Such communications may be by two-way radio, paging device, or other arrangements satisfactory to the City Manager.

2.20 Special Arrangements. The Contractor agrees to remove and dispose of garbage and refuse from the fire stations, City Hall, library, municipal garages, park 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 shall be subject to change as directed by the City Manager.

2.21 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 rights shall expire absolutely on the expiration of five (5) years from the effective date of such annexation or consolidation. The annexation of the Totem Lake area was accomplished on March 11, 1974. Therefore, the franchise permit or carry-over right of Eastside Disposal to serve said area will expire absolutely March 30, 1979, and Contractor shall be required to provide service within such area commencing no later than April 1, 1979, Thereafter, as to subsequent annexations or consolidations, Contractor shall be required to provide service within the annexed or consolidated areas on the first day of the first month following the expiration of the five-year carry-over period. The City will furnish to Contractor a list, including a map, setting forth such annexed areas, and shall provide notice to the person, firm or corporation which is providing service to such annexed area in sufficient time to insure proper change-over in service hereunder.

2.22 Permit to Haul Own Garbage or Refuse. Those permits which have previously been issued to allow private hauling by residents or establishments, who, because of special circumstances, as defined in Kirkland Municipal Code Section 16.08.120, require such permission, shall remain in force and effect. No new additional or extended permits for the private collection or disposal of garbage or refuse shall be granted within the City of Kirkland without the approval of the City and the Contractor.

2.23 Operating Permit. The Contractor shall obtain and pay for any permits required by the City or any other governmental authority which may be required under this contract, provided, that the City shall not increase the cost or expense of any such permits to the Contractor during the term of this agreement unless such increase is a general increase in permit fee or cost required of all persons obtaining such permit. Further, the Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If any such utilities are damaged by reason of the Contractor's operations under this contract, he shall repair or replace the same, or failing to do so promptly, the City Manager shall cause repair or replacement to be made, and the cost of doing so shall be billed to the Contractor monthly.

2.24 Liability Insurance. The Contractor shall provide and maintain in full force and effect during the entire term of this contract, or any renewal thereof, a policy or policies of public liability insurance naming the City as an additional insured, providing for limits of not less than \$500,000.00 for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and property damage, liability insurance providing for a limit of not less than \$500,000.00 for all damages arising out of or injury or destruction of property during the term of this contract.

Such policy shall provide for ten (10) days notice to the City of change, cancellation or lapse of such insurance coverage. 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 and expenses and reasonable attorney's fees that may be incurred or paid by the City of enforcing any and all terms and covenants of this agreement.

2.25 Performance Bond. Before the contract between the Contractor and the City shall be valid or binding against the City of Kirkland, the Contractor shall furnish to the City a performance bond to be approved by the City Attorney conditioned that the Contractor shall faithfully perform all provisions and terms of this contract and pay all laborers, mechanics, subcontractors, 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 or surety, and shall be in an amount of \$100,000.00, which bond shall at all times be kept in full force and effect.

2.26 Contractor to make Examinations. The Contractor shall make his own examination, investigation and research regarding 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 to 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 to work without additional compensation under whatever circumstances may development other than as provided herein.

2.27 Contractor Planning Assistance. Contractor shall, upon request and without cost, make available either to the

City Manager and/or the property owner technical, engineering and planning assistance in respect to all new construction or major remodeling of buildings and structures within the city limits of the City of Kirkland in respect to design and planning of garbage and/or refuse removal facilities and their location upon the site of the proposed construction or remodeling project.

2.28 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 skills required shall constitute a default of this 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 the said City Manager shall be incompetent, unfaithful, disorderly or otherwise unsatisfactory, he shall upon the order of the City Manager be at once replaced.

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

2.30 Special Circumstance and Special Circumstance Customers. Contractor hereby agrees to allow the City to deduct 1% of the gross revenue billed by Contractor on residential accounts to provide for such special circumstances which may include provision of reduced rates for garbage and refuse collection by way of necessary support assistance of the poor and infirm if permitted by the Washington State Constitution, and such other special circumstances as may be determined by the City Manager. All matters and determinations relating to the use and expenditure of such fund shall be the sole responsibility of this City and Contractor shall have no obligations in respect thereto.

2.31 Solid Waste Collection, Disposal and/or Recycling Innovations. Contractor shall keep abreast of all alternatives regarding the collection, disposal and recycling of solid waste and shall advise the City and cooperate with it in respect to any possible innovations, changes or improvements that could be accomplished in respect to performance of this agreement.

2.32 Affirmative Action Plan. Contractor shall at all time during the term of this contract engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin, except to the extent of bona fide occupational qualifications. Contractor will post its Equal Employment Opportunity Policy and Affirmative Action Plan in conspicuous places throughout its facilities and publicize such policy and plan to all suppliers and to all unions which it has contractual agreements. Such plan shall be implemented and followed in all respects during the entire terms of this agreement.

2.33 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 the 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 damages and not as a penalty, the amount 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 prior to 7:00 a.m. - \$10.00 per day. Failure to collect misses

within 24 hours of notification to the Contractor - \$10.00 each, not to exceed ten (10) complaints per truck per day.

Repetition of complaints on a route after notification to replace cans or detachable containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations - \$5.00 each, not to exceed ten (10) complaints per truck per day.

PROVIDED, HOWEVER, that Contractor shall not be subject to any damages for any failure in service due to circumstances beyond its control, including, but not limited to, Acts of God, strikes, riots, insurrection, war, or civil disobedience.

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

2.34 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.

2.35 Improvement to City's Streets and Alleys, etc. 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 travelling his accustomed route or routes for collection. Contractor shall, however, by the most expedient manner, continue to collect garbage and 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.

2.36 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 pick ups, schedules, non-residential pick up schedules, including numbers of cans or containers, number of pick ups per week as to each non-single family residential customer.

2.37 Cans, Containers, etc. Residential customers shall provide, at their own expense, garbage cans or other suitable containers meeting the requirements of Chapters 16.4 and 16.8 of the Kirkland Municipal Code. 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 Chapters 16.4 and 16.8 of the Kirkland Municipal Code, either as to garbage cans, ordinance units, or detachable containers, unless such containers are leased from the Contractor. 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 at the rate set forth herein. Such agreement shall be entirely between the Contractor and the customer, and any cost or charge therefor by the Contractor shall be billed and collected by the Contractor. All garbage cans, detachable containers, or ordinance unit bags or wrappers must conform to the requirements of Chapters 16.4 and 16.8 of the Kirkland Municipal Code, and any applicable rules or regulations of the King County Health Department and the Department of Ecology.

2.38 Construction Site Containers. No containers, including containers placed temporarily at construction sites within the City, shall be so located or placed as to either hinder the safe and free travel of pedestrians, motor vehicles or other users of public rights of way or be placed within any public right of way unless there is first obtained from the City a street use permit, including the payment of any fee and the filing of any liability insurance in force, certificates and/or bonds which may be required for such street use permit. Such container, while so placed, shall, at all times, be identified by the placing of lighted barricades of the type normally used in connection with street

construction.

EXECUTED at Kirkland, Washington, the day and year written above.

ATTEST:

Tom Anderson
Dir. of Admin. & Finance
(ex officio City Clerk)

CITY OF KIRKLAND

BY:

Robert A. King

SNO-KING GARBAGE COMPANY, INC.
Contractor

BY:

Bruce Leven Pres.

INDEMNIFICATION

For and in consideration of the City of Kirkland entering into this contract with Sno-King Garbage Company, Inc., the City's former garbage contractor, Bayside Waste Hauling and Transfer, Inc., which is an affiliate of Sno-King Garbage Company, Inc., does hereby agree to indemnify and save harmless the City of Kirkland from any and all breaches of this contract by Sno-King Garbage Company, Inc., its officers, employees or agents.

BAYSIDE WASTE HAULING AND TRANSFER, INC.

BY:

Bruce Leven Pres.

STATE OF WASHINGTON)

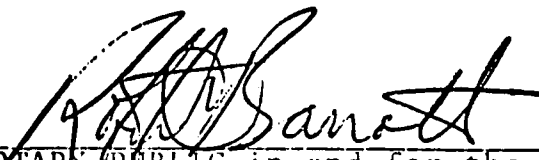
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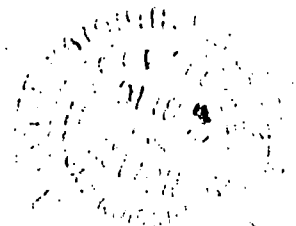
COUNTY OF KING)

On this 10 day of MAY, 1978, before me personally appeared BRUCE LEVEN, to me known to be the PRES. of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary

act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year first written above.


NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle



Appendix A

SCHEDULE OF RATES AND CHARGESBILLED BY CONTRACTOR TO THE CITYEffective Date: 7-1-78

I. RESIDENTIAL SERVICE:

Residential Single Family

One Pickup per week, everything placed for pickup by resident - mandatory

	<u>PER MONTH</u>	<u>PER YEAR</u>
Curbside	\$ 3.15	\$ 37.80
0 - 25 feet	3.15	37.80
25 - 50 feet	3.50	42.00
Additional 25' Increments	.35	

II. NON-RESIDENTIAL SERVICE:

(a) Can Service

	<u>PER MONTH</u>	<u>MINIMUM/MO</u>	<u>PER YEAR</u>
1st 8 cans	\$ 3.15	\$ 3.15	\$ 37.80
Each additional can \$.55 each			

(b) Container Service

	<u>PER P/U</u>	<u>MINIMUM/MO</u>
1 Yd	\$ 3.35	\$ 13.40
1 1/4 Yd	3.95	15.80
1.5 Yd	4.65	18.60
1.75 Yd	5.25	21.00
2 Yd	5.70	22.80
3 Yd	8.15	32.50
4 Yd	10.05	40.20
5 Yd	11.55	46.20
6 Yd	12.65	50.60
8 Yd	16.05	64.20

(c) Drop Box Service - Loose

10 - 50 Yd	\$ 1.20/Yd	2 Hauls
	(Plus Actual Dump Fee)	

(d) Compactors

10 - 50 Yd	\$ 2.05/Yd	2 Hauls
	(Plus Actual Dump Fee)	