

RESOLUTION R-3770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THAT CERTAIN AGREEMENT TO AMEND PROVISIONS OF THE EXISTING CONTRACT FOR SOLID WASTE COLLECTION BETWEEN THE CITY OF KIRKLAND AND SNO-KING DISPOSAL COMPANY, INC

WHEREAS, the City of Kirkland has amended its solid waste stream reduction and recycling plan to include a voluntary recycling program for multi-family residential customers within the City, and

WHEREAS, in order to effectuate said plan it is necessary to make certain amendments to the existing contract between the City of Kirkland and Sno-King Disposal Company, Inc its solid waste collection Contractor, and

WHEREAS, said amendments are set forth in that certain agreement attached to the original of this Resolution as Exhibit A

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows

Section 1 The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland the agreement to amend the existing contract between the City of Kirkland and Sno-King Disposal Company, Inc having a term commencing January 1, 1990 and ending December 31, 1997, substantially in the form set forth in Exhibit A attached to the original of this Resolution and by this reference incorporated herein The effective date for said amendments to be January 1, 1993

Passed by majority vote of the Kirkland City Council in special, open meeting this 24th day of November, 1992

Signed in authentication thereof this 24th day of November, 1992



MAYOR

Attest



City Clerk

CONTRACT AMENDMENT:
CITY OF KIRKLAND -
WASTE MANAGEMENT - SNO-KING, INC.

THIS AGREEMENT made and entered into this ____ day of _____, 1992 between the City of Kirkland and Waste Management - Sno-King, Inc. to amend certain provisions of that certain contract between said parties dated January 1, 1990:

In consideration of the mutual promises, covenants and agreements contained herein, it is agreed that the following sections and subsections of that certain agreement dated January 1, 1990 between the City of Kirkland and Waste Management - Sno-King, Inc. are amended to read as follows:

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

For commercial and industrial: Between the hours of 5 a.m. and 5 p.m., Monday through Friday. (Where special circumstances or complaints received by the City indicate the necessity or desirability of an adjustment or change in the hours of collection or the days upon which collections may be made, then the City may require such an adjustment, including Saturday pick up, to be made upon written notice given to the Contractor.)

For residential dwellings: Between the hours of 6 a.m. and 5 p.m., Monday through Friday.

For mixed commercial and residential usage at same location: Between the hours of 6 a.m. and 5 p.m., Monday through Friday.

Section. 2.31.4 Multi-Family Residential Recycling. Multi-Family residential customers may choose and by the City are urged to choose to participate in separation and placement for collection for recycling the following materials: Newspapers, mixed papers and recyclable bottles, cans and plastic containers. Recyclable materials placed for collection in bins will be collected by the Contractor on the same pick up schedule as solid waste collections. Recyclable materials shall be separated and placed in recycling bins or carts distributed by the Contractor. Multi-family residential customers using garbage can collection service will receive three recycling bins for recyclable materials per residential unit. Multi-family residential customers using containers will receive two or

more recycling carts as determined by the size of the solid waste container:

<u>Container Size</u>	<u>Number of Recycling Carts</u>
2 or fewer yards	2 carts
3 or 4 yards	3 carts
6 yards	5 carts
8 yards	6 carts
10 yards	8 carts
20 yards	15 carts
25 yards	19 carts
30 yards	23 carts
40 yards	30 carts

**APPENDIX A
SCHEDULE OF RATES AND CHARGES
BILLED BY CONTRACTOR TO THE CITY
OF KIRKLAND**

Effective Date 1/1/93

I. RESIDENTIAL SINGLE FAMILY SERVICE:

a. RESIDENTIAL SINGLE FAMILY

One pick up per week, everything placed for pick up by resident - mandatory. Also includes curbside yard waste collection with yard waste cart and the source separated curbside collection of recyclable materials with collection bins.

(For the purpose of tax calculation only, the Contractor's charge reflects the following breakdown)

	<u>Solid Waste</u>	<u>Yard Waste</u>	<u>Recyclable Materials</u>	<u>Total Per Month</u>
Curbside	7.65	2.55	1.80	12.00
0-25 Feet	7.65	2.55	1.80	12.00
26-50 Feet	13.08	Curbside Only	Curbside Only	13.08
Additional 25 Feet Increments	.85			

b. QUALIFIED SENIOR CITIZEN RATE: 60% of above rates

c. MISCELLANEOUS SERVICE FEES

Drive-in \$1.71/month
Return trip \$2.56/occurrence

d. TEMPORARY CONTAINER SERVICE

4 Yard \$48.08/pickup

II. RESIDENTIAL MULTI-FAMILY SERVICE:

a. CAN SERVICE

	<u>PER MONTH</u>	<u>MINIMUM/MONTH</u>
1st 8 (eight) cans	\$9.62	\$9.62
Each Additional Can	\$1.64	

b. CART SERVICE

90 Gallon	\$6.12	\$24.48
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c. CONTAINER SERVICE - LOOSE (PERMANENT)

	<u>PER PICKUP</u>	<u>MINIMUM/MONTH</u>
1 Yard	\$10.26	\$ 41.04
1.5 Yards	\$14.20	\$ 56.80
2 Yards	\$17.41	\$ 69.64
3 Yards	\$24.77	\$ 99.08
4 Yards	\$30.53	\$122.12
6 Yards	\$38.42	\$153.68
8 Yards	\$48.74	\$194.96

d. CONTAINER SERVICE - COMPACTOR

PER PICKUP

2 Yards	\$ 46.88
3 Yards	\$ 69.83
4 Yards	\$ 92.27
5 Yards	\$114.70
6 Yards	\$136.45

e. ROLL OFF SERVICE - LOOSE (PERMANENT)

	<u>PER PICKUP</u>	<u>MINIMUM/MONTH</u>
10 Yards	\$39.70	\$ 79.40
20 Yards	\$58.05	\$116.10
25 Yards	\$72.56	\$145.12
30 Yards	\$87.08	\$174.16
40 Yards	\$94.40	\$188.80

f. ROLL OFF SERVICE - LOOSE (TEMPORARY)

PER PICKUP

10 Yards	\$69.27
20 Yards	\$77.02
25 Yards	\$80.88
30 Yards	\$89.44

g. ROLL OFF SERVICE - COMPACTORS

PER PICKUP

10 Yards	\$ 63.88
15 Yards	\$ 74.10
20 Yards	\$ 98.80
25 Yards	\$123.51
30 Yards	\$148.21
40 Yards	\$197.61

h. MISCELLANEOUS SERVICE FEES

Container rollouts (over 10 feet)	\$ 1.79/occurrence
Unlocking lids	\$ 1.43/unlocking
Opening gates	\$ 1.43/opening
Hydraulic & Electric disconnects	\$ 5.23/occurrence
Compactor turnarounds	\$ 5.23/occurrence
Standby time (over 5 minutes)	\$.91/minute
Mileage charge (over 10 miles/r.t.)	\$ 2.67/mile
Return trips	\$10.46/trip
Commercial can distance charge (over 50 feet) pickup	\$.21/can each
Extra Units	\$ 1.66
Extra Boxes	\$ 1.66
Extra Bags	\$ 1.66
Extra Yards	\$10.40

1. MULTI-FAMILY RECYCLING SERVICES: The Contractor agrees to provide recycling services to all multi-family customers requesting the recycling services. The city shall compensate the contractor for these services according to the following schedule.

Standard services:

Multi-family recycling bin service	\$1.73 per month for each bin set
Multi-family recycling cart service	\$2.12 per pickup for each cart

Optional services:

Extra recycling cart	\$2.12 per pickup for each cart
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Multi-family recycling container service for mixed waste paper

3 cu. yd.	\$14.14 per pickup for each container
4 cu. yd.	\$17.98 per pickup for each container
6 cu. yd.	\$24.42 per pickup for each container
8 cu. yd.	\$31.69 per pickup for each container

Additional miscellaneous fees	See Appendix A, H.
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The above rates shall be adjusted in accordance with the modification frequency provisions of paragraph 2.3 by an amount equal to 65% of the Consumer Price Index for Urban wage Earners and Clerical Workers, all items published by the US Dept. of Labor, statistics for the Seattle-Everett Metropolitan area. This multiple shall not exceed 5 percent.

The material collected as part of the multi-family recycling service shall also be subject to the provisions of the Market Price Sharing provisions of this contract.

It is also understood that the City will compensate the Contractor for those multi-family recycling services performed prior to the date of signing this amendment which are not addressed in the provisions of paragraph 2.31.4 (Multi-Family Recycling Pilot Program).

III. COMMERCIAL SERVICE:

a. CAN SERVICE

	<u>PER MONTH</u>	<u>MINIMUM/MONTH</u>
1st 8 (ight) cans	\$9.62	\$9.62
Each Additional Can	\$1.64	

b. CART SERVICE

90 Gallon \$6.12 \$24.48

c. CONTAINER SERVICE - LOOSE (PERMANENT)

	<u>PER PICKUP</u>	<u>MINIMUM/MONTH</u>
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Extra Units	\$ 1.66
Extra Boxes	\$ 1.66
Extra Bags	\$ 1.66
Extra Yards	\$10.40

1. SPECIAL COLLECTION SERVICES: Should a commercial customer request that collection service be performed on Saturday, the Contractor will perform said service. The City agrees to pay the Contractor for these services at a rate equal to the rates contained in Appendix A or as adjusted according to this contract plus an additional 20%.

IV. MISCELLANEOUS

a. REPLACEMENT AND ADDITIONAL YARD WASTE CARTS AND RECYCLING BIN SETS:

Should a customer request additional yard waste carts or recycling bins the Contractor will supply said containers. The City agrees to compensate the Contractor for the yard waste carts based on rates found in Appendix B and for the bins at a rate of \$.35 per month for each bin.

b. SPECIAL TRANSPORTATION CHARGE:

Notwithstanding the provisions of Section 2.20, the expense of hauling non putrescible waste accumulated by the Department of Public Works when transported by Contractor from the City Service Center to a qualified disposal site shall be paid to Contractor by City at the hourly rate of \$50.50 per hour.

The foregoing amendments to the contract shall become effective January 1, 1993.

