

RESOLUTION R- 4140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING CERTAIN AMENDMENTS TO THE SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT BETWEEN THE CITY OF KIRKLAND AND WASHINGTON WASTE HAULING AND RECYCLING, INC., D/B/A WASTE MANAGEMENT - SNO-KING, INCLUDING A CHANGE IN THE METHODOLOGY TO BE USED IN ADJUSTING THE CONTRACTOR'S COMPENSATION RESULTING FROM INCREASES OR DECREASES IN DUMP FEES AND GATE FEES; AND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY SAID AMENDED CONTRACT.

Whereas, the City of Kirkland operates under the authority of Chapter 16.12 Kirkland Municipal Code, its own solid waste and recycling utility; and

Whereas, Washington Waste Hauling and Recycling, Inc., d/b/a Waste Management - Sno-King presently performs the collection and disposal of solid waste and recyclable materials within the City of Kirkland under contract whose term will expire December 31, 2000; and

Whereas, it has been determined by the City and the Contractor that it will be in the best interests of the City and the residents thereof and the Contractor to make certain amendments to the provisions of said Contract including a modification of the criteria used to adjust the Contractor's compensation resulting from an increase or decrease in the amount of dump fees and/or gate fees charged by the operators of qualified disposal sites; and

Whereas, the City and the Contractor have agreed to the provisions of said amendments as set forth in Exhibit A attached to this resolution.


Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The amended Contract for solid waste and recycling collection and disposal between the City of Kirkland and Washington Waste Hauling and Recycling, Inc., d/b/a Waste Management - Sno-King as attached to the original copy of this resolution as Exhibit A and incorporated herein is approved by the City Council.

Section 2. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland said Contract in the form appearing in Exhibit A to this Resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 23rd day of June, 1998.

Signed in authentication thereof this 23rd day of June,
1998.


MAYOR

Attest:


City Clerk

reso\gbg98

Solid Waste Contract

THIS AGREEMENT made and executed this 1st day of January, 1990, by and between the City of Kirkland, a noncharter code city, hereinafter called "City", and Washington Waste Hauling and Recycling, Inc., D/B/A Waste Management - Sno-King, 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 Waste Management - Sno-King, a division of Washington Waste Hauling and Recycling, Inc., presently performs the collection and disposal of garbage and refuse within the City of Kirkland under contract whose term will expire December 31, 1997, and

1.2 WHEREAS, the Contractor, 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 contract extension with Contractor for a period commencing December 31, 1997 and ending December 31, 2000, with an option on the part of the City to extend the contract for an additional 3 years; 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 January 1, 1990, and end on December 31, 2000 provided, however, that the City, at its sole option, may extend the term of the contract for an additional 3 years. During the said term, Contractor agrees to collect and remove all solid waste, as defined by RCW 70.95.030, 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.

"Recyclable materials" as defined by RCW 70.95.030(14) are included within the scope of this Contract, provided that "source separated" "recyclable materials" are included as provided in Section 2.31 of this Contract.

"Special Wastes" as defined in Section 2.40 of this Contract are subject to the provisions of this Contract to the extent provided in said Section 2.40.

"Hazardous waste" as defined in Section 2, Kirkland Ordinance 2708 or by State or Federal Law is not included within the scope of this contract. Contractor shall neither collect, transfer nor dispose of hazardous waste at any time while performing under this contract. Nothing herein is intended to prevent Waste Management - Sno-King, Inc., from collecting, transporting and/or disposing of any hazardous waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any actions taken in the performance of this contract.

2.2 Consideration 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 of 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.

In the event existing published dump fees or gate fees are modified or revised, either upwards or downwards, the dump fee portion of the Municipal Solid Waste (MSW) and yard waste collection fees shall be modified by a like percentage change on written notice to the city. Written notice of the proposed modification must be received from the Contractor within thirty days of the effective date of the change. The percent change of the dump fee from the existing dump fees or previously adjusted dump fees shall be applied to the dump fee portion of the MSW and yard waste collection fees as is included in the Schedule of MSW Collection and Yard Waste Fees, included in Appendix A of this Contract.

In addition the dump fees used to escalate yard waste dump fee adjustments are to be based on the lowest available published dump fees or gate fees plus transportation cost to a composting facility which has been approved by the King County or Snohomish County Health Department and King County flow control ordinances. The transportation component of the yard waste disposal fee calculation will be based on the Special Transportation Charge contained in the contract.

The service fee portion of the MSW, Yard Waste and Recyclables collection fees, as included in the Schedule of MSW Collection Fees, Appendix A. The fees or subsidy for succeeding years shall be determined by taking the fees or subsidy in effect during December of each year an adjusting such fee or subsidy upward by 65% of the percentage increase in the Consumer Price Index (CPI) for the twelve month period ending in July of each year. The CPI to be used shall be the Urban Wage Earners and Clerical Works-all items as published by the United States Department of Labor, Bureau of Labor Statistics, for the Seattle-Everett Metropolitan area. Although downward adjustments may be made in the fees or subsidy if the CPI declines during a July to July period, in no event shall the fee or subsidy be less than the original fees or subsidy set forth in this Contract. In the event that the CPI is discontinued or otherwise modified during the term of this Contract, the City shall determine whether the CPI provides a fair index for adjustment of the fees or subsidy. If not, the City shall specify a replacement index for use in computation of the adjustment.

In the event that a major cost component to the Contractor (for example, fuel costs) should increase dramatically, the Contractor shall be able to submit a request for rate modification to the City. Should the City approve any modification to the existing rates based on this request, the CPI modification described above shall be adjusted the following January 1st to offset the amount of the said major cost component modification.

The City will provide a financial incentive for the Contractor to research, commit resources and secure lower disposal costs. The Contractor shall retain ninety (90) percent of any disposal cost reductions achieved during the calendar year and remit to the City the remaining ten (10) percent within thirty days following the end of the year. The Contractor shall provide the city with a quarterly summary of the year to date savings for any such disposal cost reductions program. All cost reductions shall be measured against the published dump fee or gate fee for the disposal site in question.

~~The rates and charges set forth in Paragraph 2.2 shall be amended or modified only as follows and then only based on the following factors exclusively:~~

~~_____ A. Present Contractor rate(s) being modified.~~

~~_____ B. Verified disposal costs paid by Contractor for previous twelve months.~~

~~_____ C. Annual total revenues paid to Contractor (previous twelve months) associated with rates being modified.~~

~~_____ D. Old blended dump fee rate charged by King County for solid waste and by the yard waste processing facility for yard waste.~~

~~_____ E. New blended dump fee rate charged by King County and yard waste processing facility for yard waste.~~

~~_____ F. Revised dump fee portion of rate(s).~~

~~_____ G. A multiple equivalent to 65 percent of the most reported increase, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, all items as published by the U.S. Dept. of Labor, Statistics for the Seattle Everett Metropolitan area. This multiple shall not exceed 5 percent.~~

~~_____ H. Revised non dump fee portion of rate(s).~~

~~_____ Dump fee increases: Contractor may request a modification in the dump fee portion of the rates whenever the dump fees charged by King County or yard waste processing facility for yard waste are increased or decreased by giving the City 60 days prior written notice of request to modify rate. Modifications will be arrived at by the following formula:~~

$$\begin{aligned} & \text{_____ } (A \times B/C) \times (E/D) = F \\ & \text{_____ } (F) \text{ --- } (A \times B/C) = \text{Increase applied to A} \end{aligned}$$

~~_____ CPI adjustments: Contractor may request a modification in the non dump fee portion of the collection rates on January 1, 1992 and every January 1st thereafter by giving the City 60 days prior written notice of request to modify rates. Modifications will be arrived at by the following formula:~~

~~(A - F) x (1 + G) = H~~
~~(H) - (A - F) = Increase applied to A~~

~~Additional fee or taxes: Contractor may also request a modification to rates whenever the City, the State, the County or any other regulatory agency should impose on the Contractor any additional fees or taxes on the services performed in conjunction with the provisions of this contract.~~

~~Modification frequencies: The Contractor may request modifications to rates based on the criteria stated above. However, the City will grant such modifications only once every twelve months during the life of the contract. Those rate modification requests by the Contractor which are not granted by the City will be calculated into the next granted rate modifications so that the amount of deficit will be recaptured by the Contractor during the twelve months succeeding the next granted rate modification by the City, at the end of said 12 months rates shall be adjusted to exclude the specific amounts which funded the deficit reduction.~~

~~City may request a modification in rates at any time upon giving the Contractor 60 days written notice. City must couple such a request with a review and renegotiation of provisions of the contract relating to waste reduction and/or recycling programs or changes in contract provisions required to be modified as a result of changes in state or federal laws or regulations relating to solid or hazardous waste or as a result of changes in the King County Solid Waste Interlocal Agreement.~~

~~"Blended dump fee rate" shall be calculated as follows:~~

~~a - The total annual tonnage of solid waste collected under this contract and delivered by Contractor for disposal to Cedar Hills.~~

~~b - The current King County per ton tipping fee established for Cedar Hills.~~

~~c - The total annual tonnage of yard waste collected under this contract and delivered to yard waste processing facility for yard waste.~~

~~d - The current per ton yard waste processing fee charged by the yard waste processing facility for delivery of yard waste.~~

~~e - The new Cedar Hills tipping fee (either increase or decrease) charged by King County.~~

~~f - The new fee (either increase or decrease) charged by yard waste processing facility for yard waste.~~

~~"Old blended dump fee rate" to be calculated by the following formula:~~

~~(a x b) + (c x d) divided by (a + c) - Old blended dump fee rate~~

~~"New blended dump rate" is to be determined by the following formula:~~

~~(a x e) + (c x f) divided by (a + c) - New blended dump fee rate~~

2.4 Mandatory Collection. Solid waste collection, including collection of construction waste and other temporary solid waste collection, by contractor shall be both exclusive and mandatory in all areas of the City served by Contractor (except hazardous waste and those special wastes excluded from this contract by Section 2.40), except as to those persons obtaining a private permit as referred to in Section 2.22 of this agreement. Contractor shall immediately notify the Kirkland Director of Fire and Emergency Services should Contractor become aware of the presence of any hazardous wastes.

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

2.6 Area to be Served. Effective February 1, 1991 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 during the term of this Agreement, in accordance with that certain agreement entered into between the City of Kirkland, the City of Bellevue, the Rabanco Companies, a Washington partnership and Solid Waste Management of Seattle, Inc. a Washington corporation and parent company of Waste Management - Sno-King, Inc.

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.

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 missed collection shall be made by the Contractor when ordered by the City Manager to cause the work to be done. The sum of \$25 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.

It shall not be considered a missed collection if the customer has not, on the collection day, placed their garbage or refuse for collection by 6:00 a.m. for residential customers and 5:00 a.m. for commercial customers. A make-up collection shall not be required in this case. Additional service fees shall be assessed to the customer in the event the Contractor is requested to make a return trip to pick up such a late setout.

When the Contractor determines that an inclement weather condition exists which may prevent the Contractor from providing safe service on a regularly scheduled basis, users have the option of taking the garbage and refuse to the King County Transfer Station during a period of such non-collection. In such cases, an adjustment will be made to the customer's collection fee upon submittal of a dump fee receipt - maximum adjustment equal to the normal collection fee for the number of collections not made by the Contractor - to the City of Kirkland Utility Billing Office. The adjustment shall be deducted from the payment to the Contractor.

As an alternative, customers may retain their garbage or refuse until the Contractor is able to reinstate service and Contractor shall pick up all garbage or refuse equal only to the normal missed pickup, at no additional charge to the user. Saturday collections will be permitted.

In the event of an inclement weather condition which prevents the Contractor from providing the regularly scheduled service, the Contractor shall notify the City as soon as possible of the delay of the collection schedule and will notify radio stations of the delay including, but not limited to, KIRO 710 AM, KING 1090 AM, and KOMO 1000 AM. The Contractor shall also notify the City when collection can resume. ~~As standard practice, if the delay is two (2)~~

~~days or less, the Contractor shall make up the missed days, using a delayed collection schedule. If the delay is three (3) days or more, the Contractor may omit that week's collection and resume collections the following week in the regular schedule. The Contractor is required to make a good faith effort in providing the regularly scheduled collection. As standard practice, if the Contractor is unable to safely perform the collection, the Contractor will perform the collection on the next regularly scheduled pickup day. As to commercial accounts only, once regular collection has been resumed, the Contractor shall pick up all garbage or refuse equal only to the normal missed pickup amount at no additional charge to the customer. Any exceptions to this practice shall be approved by the City.~~

Garbage or refuse left purposely by the Contractor must be tagged to indicate why it was not picked up and shall not be considered a missed collection. Reasons for leaving and tagging material shall include, but not be limited to, weight of garbage and refuse in excess of the limit, hazardous materials or excluded special wastes, and materials not properly contained. Other reasons may be established with mutual agreement of City and Contractor.

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, and Contractor shall keep and maintain all equipment in good working order so as to minimize interruption or delay in pick up schedules resulting from equipment breakdown. 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 solid waste to a disposal site operated by King County, or successors, or such other site or sites as shall be approved by and meet with the solid waste disposal site requirements of the existing Interlocal Governmental Solid Waste Agreement between the City of Kirkland and King County, and if located within the State of Washington, approval 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.

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

Effective date: 1/1/98

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 was cart and the source separated curbside collection of recyclable material with collection bins.

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

	<u>S.W.</u>	<u>S.W.</u>	<u>Y.W.</u>	<u>Y.W.</u>	<u>Recycli</u>	<u>Total</u>
	<u>Service</u>	<u>Disposal</u>	<u>Service</u>	<u>Disposal</u>	<u>ng</u>	<u>per</u>
					<u>Service</u>	<u>Month</u>
<u>Collect-All</u> <u>Service</u>	<u>2.76</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>14.01</u>
<u>Collect-All</u> <u>Service</u> <u>(includes 32 Gal.</u> <u>Cart)</u>	<u>4.03</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>15.31</u>
<u>Collect-All</u> <u>Service</u> <u>(includes 64 Gal.</u> <u>Cart)</u>	<u>4.23</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>15.51</u>
<u>Collect-All</u> <u>Service</u> <u>(includes 96 Gal.</u> <u>Cart)</u>	<u>4.43</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>15.71</u>

*Distance Charges: There are additional charges for solid waste containers not placed within 25 feet of the curb or alley.

<u>26 - 50 feet</u>	<u>1.31</u>	<u>/month</u>
<u>Ea add'l 25 feet</u>	<u>0.93</u>	<u>/month</u>

If a residential customer desires to exchange one cart size for another, there will be an additional "charge" as follows: First exchange in any twelve month period

- \$0.00; each exchange thereafter in any twelve month period - \$10.00.

Yard waste and Recyclable materials are collected only at the curbside or next to the alley.

- b. QUALIFIED SENIOR CITIZEN RATE: 60% of above rates
- c. MISCELLANEOUS SERVICE FEES

<u>Drive-in</u>	1.90	<u>Month</u>
<u>Return trip</u>	2.87	<u>per/occurrence</u>
Additional Carts	1.30	32 gal. cart
	1.50	64 gal. cart
	1.70	96 gal. cart

II. RESIDENTIAL MULTI-FAMILY SERVICE

a. CAN SERVICE

	Service	Disposal	MINIMUM/MONTH
1 st 8 (eight cans)	5.32	5.47	10.79
Each additional can	0.91	0.93	1.84

a-1. ENHANCED MF RESIDENTIAL SERVICE

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

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

	<u>S.W. Service</u>	<u>S.W. Disposal</u>	<u>Y.W. Service</u>	<u>Y.W. Disposal</u>	<u>Recycling Service</u>	<u>Total per Month</u>
<u>Collect-All Service</u>	<u>2.76</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>14.01</u>
<u>Collect-All Service (includes 32 Gal. Cart)</u>	<u>4.03</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>15.31</u>
<u>Collect-All Service (includes 64 Gal. Cart)</u>	<u>4.23</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>15.51</u>
<u>Collect-All Service (includes 96 Gal. Cart)</u>	<u>4.43</u>	<u>5.86</u>	<u>2.20</u>	<u>1.49</u>	<u>1.73</u>	<u>15.71</u>

*Distance Charges: There are additional charges for solid waste containers not placed within 25 feet of the curb or alley.

b. CART SERVICE

	Service	Disposal	MINIMUM/MONTH
<u>96 Gallon</u>	<u>3.39</u>	<u>3.49</u>	<u>29.81</u>

c. CONTAINER SERVICE - LOOSE (PERMANENT)

	Service	Disposal	Per P/U	MINIMUM/MONTH
1 Yard	<u>5.67</u>	<u>5.84</u>	<u>11.51</u>	<u>49.88</u>
1.5 Yards	<u>7.85</u>	<u>8.08</u>	<u>15.93</u>	<u>69.03</u>
2 Yards	<u>9.64</u>	<u>9.91</u>	<u>19.55</u>	<u>84.72</u>
3 Yards	<u>13.71</u>	<u>14.09</u>	<u>27.80</u>	<u>120.47</u>
4 Yards	<u>16.90</u>	<u>17.37</u>	<u>34.27</u>	<u>148.50</u>
6 Yards	<u>21.26</u>	<u>21.85</u>	<u>43.11</u>	<u>186.81</u>
8 Yards	<u>26.96</u>	<u>27.73</u>	<u>54.69</u>	<u>236.99</u>

d. CONTAINER SERVICE - COMPACTOR

	<u>Service</u>	<u>Disposal</u>	<u>PER PICKUP</u>
2 Yards	<u>25.94</u>	<u>26.67</u>	<u>52.61</u>
3 Yards	<u>38.64</u>	<u>39.73</u>	<u>78.37</u>
4 Yards	<u>51.06</u>	<u>52.50</u>	<u>103.56</u>
5 Yards	<u>63.47</u>	<u>65.26</u>	<u>128.73</u>
6 Yards	<u>75.51</u>	<u>77.64</u>	<u>153.15</u>

e. ROLL OFF SERVICE - LOOSE (PERMANENT)

	Service	PER MONTH
10 Yards	<u>44.37</u>	<u>88.74</u>
20 Yards	<u>64.86</u>	<u>129.72</u>
25 Yards	<u>81.07</u>	<u>162.14</u>
30 Yards	<u>97.32</u>	<u>194.64</u>
40 Yards	<u>105.50</u>	<u>211.00</u>
<u>Time Hauls</u> (per min.)	<u>1.05</u>	

f. ROLL OFF SERVICE - LOOSE (TEMPORARY)

	Service
10 Yards	<u>77.42</u>
20 Yards	<u>86.08</u>
25 Yards	<u>90.40</u>
30 Yards	<u>99.95</u>

g. ROLL OFF SERVICE - COMPACTORS

	Service
10 Yards	<u>71.39</u>
15 Yards	<u>82.81</u>
20 Yards	<u>110.42</u>
25 Yards	<u>138.03</u>
30 Yards	<u>165.62</u>
40 Yards	<u>220.83</u>

h. MISCELLANEOUS SERVICE FEES

Container rollouts (over 10 feet)	<u>2.00</u> /occurrence
Unlocking lids	<u>1.60</u> /unlocking
Opening gates	<u>1.60</u> /occurrence
Hydraulic & Electric disconnects	<u>5.83</u> /occurrence
Compactor turnarounds	<u>5.83</u> /occurrence
Standby time (over 5 minutes)	<u>1.02</u> /minute
Mileage charge (over 10 miles/r.t.)	<u>2.98</u> /mile
Return trips	<u>11.69</u> /trip
Commercial can distance charge (over 50 feet)	

pickup 0.24 /can each

	Service	Disposal	Total Each
Extra Units	<u>0.92</u>	0.94	1.86
Extra Boxes	<u>0.92</u>	0.94	1.86
Extra Bags	<u>0.92</u>	0.94	1.86
Extra Yards	<u>5.75</u>	5.92	11.67

- i. 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	<u>1.86</u>	/month for each bin set
Multi-family recycling cart service	<u>2.27</u>	per pickup for each cart

Optional services:

Extra recycling cart	<u>2.27</u>	per pickup for each cart
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Multi-family recycling container service for mixed waste paper		
3 cu. Yd.	<u>15.15</u>	per pickup for each container
4 cu. Yd.	<u>19.27</u>	per pickup for each container
6 cu. Yd.	<u>26.17</u>	per pickup for each container
8 cu. Yd.	<u>33.97</u>	per pickup for each container

Additional Miscellaneous fees See Appendix A, H.

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

III. NON-RESIDENTIAL SERVICE

a. CAN SERVICE

	Service	Disposal	MINIMUM/MONTH
1 st 8 (eight cans)	<u>5.33</u>	<u>5.47</u>	<u>10.80</u>
Each additional can	<u>0.91</u>	<u>0.93</u>	<u>1.84</u>

b. CART SERVICE

	Service	Disposal	Per P/U	MINIMUM/MONTH
96 Gallon	<u>3.39</u>	<u>3.48</u>	<u>6.88</u>	<u>29.77</u>

c. CONTAINER SERVICE

	Service	Disposal	Per P/U	MINIMUM/MONTH
1 Yard	<u>5.67</u>	<u>5.83</u>	<u>11.50</u>	<u>49.83</u>
1.5 Yards	<u>7.85</u>	<u>8.08</u>	<u>15.93</u>	<u>69.03</u>
2 Yards	<u>9.64</u>	<u>9.91</u>	<u>19.55</u>	<u>84.72</u>
3 Yards	<u>13.71</u>	<u>14.09</u>	<u>27.80</u>	<u>120.47</u>
4 Yards	<u>16.90</u>	<u>17.37</u>	<u>34.27</u>	<u>148.50</u>
6 Yards	<u>21.26</u>	<u>21.86</u>	<u>43.11</u>	<u>186.85</u>
8 Yards	<u>26.96</u>	<u>27.73</u>	<u>54.69</u>	<u>236.99</u>

d. CONTAINER SERVICE - COMPACTOR

	Service	Disposal	PER PICKUP
2 Yards	<u>25.94</u>	<u>26.67</u>	<u>52.61</u>
3 Yards	<u>38.64</u>	<u>39.72</u>	<u>78.36</u>
4 Yards	<u>51.06</u>	<u>52.50</u>	<u>103.56</u>
5 Yards	<u>63.47</u>	<u>65.26</u>	<u>128.73</u>
6 Yards	<u>75.51</u>	<u>77.64</u>	<u>153.15</u>

e. ROLL OFF SERVICE - LOOSE (PERMANENT)

	Service	Per P/U	MINIMUM/MONTH
10 Yards	<u>44.38</u>	<u>44.38</u>	<u>88.76</u>
20 Yards	<u>64.86</u>	<u>64.86</u>	<u>129.72</u>
25 Yards	<u>81.07</u>	<u>81.07</u>	<u>162.14</u>
30 Yards	<u>97.32</u>	<u>97.32</u>	<u>194.64</u>
40 Yards	<u>105.50</u>	<u>105.50</u>	<u>211.00</u>
Time Hauls (per min.)	<u>1.05</u>		

f. ROLL OFF SERVICE - LOOSE (TEMPORARY)

	Service
10 Yards	<u>77.42</u>
20 Yards	<u>86.08</u>
25 Yards	<u>90.39</u>
30 Yards	<u>99.95</u>

g. ROLL OFF SERVICE - COMPACTORS

	Service
10 Yards	<u>71.39</u>
15 Yards	<u>82.81</u>
20 Yards	<u>110.41</u>
25 Yards	<u>138.02</u>
30 Yards	<u>165.62</u>
40 Yards	<u>220.83</u>

h. MISCELLANEOUS SERVICE FEES

Container rollouts (over 10 feet)	<u>2.00</u>	/occurrence
Unlocking lids	<u>1.60</u>	/unlocking
Opening gates	<u>1.60</u>	/occurrence
Hydraulic & Electric disconnects	<u>5.84</u>	/occurrence
Compactor turnarounds	<u>5.84</u>	/occurrence
Standby time (over 5 minutes)	<u>1.02</u>	/minute
Mileage charge (over 10 miles/r.t.)	<u>2.98</u>	/mile
Return trips	<u>11.68</u>	/trip
Commercial can distance charge (over 50 feet) pickup	<u>0.24</u>	/can each

	Service	Disposal	Total Each
Extra Units	<u>0.92</u>	<u>0.94</u>	<u>1.86</u>
Extra Boxes	<u>0.92</u>	<u>0.94</u>	<u>1.86</u>
Extra Bags	<u>0.92</u>	<u>0.94</u>	<u>1.86</u>
Extra Yards	<u>5.75</u>	<u>5.92</u>	<u>11.67</u>

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 at a rate of \$1.50 per month for each cart and for the bins at a rate of \$.35 per month 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 \$54.12 per hour.

c. SATURDAY COMMERCIAL SERVICE

Should a commercial customer request that collection 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 the contract plus an additional 20%.

d. TEMPORARY CONTAINER SERVICE (Residential and Non-Residential)

4 Yard ~~—————~~ \$55.36/pickup

<u>Container Size</u>	<u>Delivery Fee</u>	<u>Daily Rental</u>	<u>Pickup Fee</u>
2 cu. yds.	\$19.00	\$1.00	\$30.33
4 cu. yds.	\$19.00	\$1.25	\$44.30
6 cu. yds.	\$19.00	\$1.50	\$54.71

<u>Container Size</u>	<u>Delivery Fee</u>	<u>*Daily Rental</u>	<u>Pickup Fee</u>	<u>**Disposal Fee</u>
100 cu. yds.	\$55.00	\$70.00	\$219.00	\$965.02

* Pickup fee includes two hours on standby time for loading the container. If the container is not left at the job site, there is no rental fee.

** Disposal fee includes the first 18 tons of material. Each additional ton will be billed at \$33.73 per ton.