



City Council, Regular Meeting

AGENDA Revised

6:30 pm – 10:00 pm

January 5, 2016

Call to Order

Roll Call

Pledge of Allegiance - Flag Ceremony – Scout Pack 683

Oath of Office

Approval of Agenda

Presentations/Proclamations

- Election of Mayor and Deputy Mayor

Student Liaison Reports

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us*

Consent Agenda

Payroll for period ending December 15, 2015 for pay date December 18, 2015 in the amount of \$311,721.27

1. **Approval:** Claims For Period Ending December 15, 2015 In The Amount Of \$3,576,630.78 For Check No. 42081 Through 42235
2. **Approval:** Claims For Period Ending January 5, 2016 In The Amount Of \$876,556.94 For Check No. 42236 Through 42355
3. **Approval:** 2016 Supplemental Human Service Grant Awards
4. **Contract:** Recycling Events/Olympic Environmental
5. **Contract:** Sahalee Way Improvements Geotechnical Services/Perteet

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance.

Assisted Listening Devices are also available upon request.

6. **Approval:** Notes for November 16 Committee of the Whole
7. **Approval:** Minutes for November 17, Regular Meeting
8. **Approval:** Minutes for December 1, 2015 Regular Meeting
9. **Approval:** Minutes for December 8, 2015 Special Meeting

Council Committee Reports

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Public Hearings

Unfinished Business

10. **Resolution:** Of The City Of Sammamish, Washington City Council, Awarding The City's 2017 – 2025 Solid Waste Collection Contract To Republic Service
11. **Discussion/Decision:** Bid Alternative (If contract awarded)
12. **Resolution:** Of The City Of Sammamish, Washington City Council, Authorizing The City Manager To Finalize The Terms Of The City's 2017 – 2025 Solid Waste Collection Contract With Republic Services Based On The Bid Alternatives Selected By The City Council On December 1, 2015 And Sign Said Contract.

New Business

13. **Interviews:** Arts Commission Applicants, Beaver Lake Management District Applicants, Parks and Recreation Commission Applicants, Planning Commission Applicants

Council Reports

City Manager Report

- Eastside Transportation Partnership Voting Members
- Update: Homeless Encampments

Executive Session – If necessary

Adjournment

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[[Add Event](#)]

If you are looking for facility rentals, please click [here](#).

<< [December](#)

January 2016

[February](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 1 p.m. Skyline High School 5K Run to Eastlake HS	8	9
10	11	12 6:30 p.m. Special Meeting	13	14 8 a.m. City Council Retreat 6:30 p.m. Planning Commission Meeting	15 8 a.m. City Council Retreat	16 8 a.m. City Council Retreat
17	18 10 a.m. Volunteer for MLK Day of Service! 12 p.m. Volunteer for MLK Day of Service! 6:30 p.m. Committee of the Whole Canceled	19 6:30 p.m. City Council Meeting Canceled	20	21	22	23
24	25	26	27 6 p.m. Sammamish Youth Board Meeting	28 6:30 p.m. Planning Commission Meeting	29	30
31						

If you are looking for facility rentals, please click [here](#).

<< January

February 2016

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3 6:30 p.m. Parks and Recreation Commission Meeting	4	5	6
7	8	9 6:30 p.m. City Council Study Session	10	11	12	13
14	15 6:30 p.m. Committee of the Whole Meeting Canceled	16 6:30 p.m. City Council Meeting	17	18	19	20
21	22 6:30 p.m. Arts Commission Meeting	23	24	25	26	27 1 p.m. "Life Stories" - Cross-Generational Event--FREE
28	29					

AGENDA CALENDAR

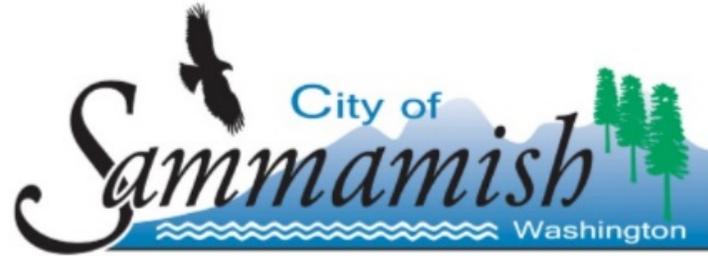
Jan 2016			
Tues 1/12	6:30 pm	Special Meeting	Commission Interviews Executive Session Resolution: Commission Appointments Contract: Tamarack Drainage/
1/14-1/16		Council Retreat	TBA
Mon 1/18	6:30 pm	Cancelled	Marting Luther King Day – City Offices Closed
Tues 1/19	6:30 pm	Regular Meeting	Cancelled
Feb 2016			
Tues 2/2	6:30 pm	Regular Meeting	Public Hearing: Annexation Mystic Lake Contract: Banking Services Facility Rental Fees Facility Rental Fees
Tues 2/9	6:30 pm	Study Session	
Mon 2/15	6:30 pm	Cancelled	Presidents Day – City Offices Closed
Tues 2/16	6:30 pm	Regular Meeting	Resolution: ARCH Work Plan and Budget Resolution: Authorizing ARCH to execute agreements for affordable housing projects.
Mar 2016			
Tues 3/1	6:30 pm	Regular Meeting	
Tues 3/8	6:30 pm	Study Session	
Mon 3/14	6:30 pm	COW Meeting	
Tues 3/15	6:30 pm	Regular Meeting	
April 2016			
Tues 4/5	6:30 pm	Regular Meeting	
Tues 4/12	6:30 pm	Study Session	
Mon 4/18	6:30 pm	COW Meeting	
Tues 4/19	6:30 pm	Regular Meeting	
May 2016			
Tues 5/3	6:30 pm	Regular Meeting	
Tues 5/10	6:30 pm	Study Session	
Mon 5/16	6:30 pm	COW Meeting	
Tues 5/17	6:30 pm	Regular Meeting	
June 2016			
Tues 6/7	6:30 pm	Regular Meeting	
Tues 6/14	6:30 pm	Study Session	
Mon 6/20	6:30 pm	COW Meeting	
Tues 6/21	6:30 pm	Regular Meeting	
July 2016			
Tues 7/5	6:30 pm	Regular Meeting	
Tues 7/12	6:30 pm	Study Session	
Mon 7/18	6:30 pm	COW Meeting	
Tues 7/19	6:30 pm	Regular Meeting	Proclamation: Women's Equality Day
Aug 2016			
NO MEETINGS			
Sept 2016			
Tues 9/6	6:30 pm	Regular Meeting	Proclamation: Mayor's Month of Concern Food Drive
Tues 9/13	6:30 pm	Study Session	

Mon 9/19	6:30 pm	COW Meeting	
Tues 9/20	6:30 pm	Regular Meeting	
To Be Scheduled		Parked Items	Parked Items
<ul style="list-style-type: none"> • Ordinance: Second Reading Puget Sound Energy Franchise • Economic Development Plan 		<ul style="list-style-type: none"> • Comprehensive consideration of Capital projects • Design Standards • Review of regulations regarding the overlay ares, low impact development and special protection areas for lakes 	<ul style="list-style-type: none"> • Intra-City Transit Services • Mountains to Sound Greenway • Sustainability/Climate Change • Off Leash Dog Areas • Water Quality Update

Oath of Office

TOM HORNISH
CHRISTIE MALCHOW
RAMIRO VALDERRAMA





Election of

Mayor

and

Deputy Mayor



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: December 10, 2015, 2015
RE: Claims for December 15, 2015

\$ 334,030.81
 182,222.12
 50.00
 2,785,105.03
 275,222.82

Top 10 Over \$10,000 Payments

Porter Brothers Const	\$1,107,815.65	Community & Aquatic Center
Eastside Fire & Rescue	\$477,715.75	Fire Services - December 2015
King County Sheriff	\$440,919.71	Police Services November 2015
Issaquah School District	\$303,360.00	School Impact Fees - November 2015
Paul Brothers	\$186,284.63	Big Rock Park October/November
King County Finance	\$113,134.21	Roads & Transportation Sept - Oct - Nov 2015
Paul Brothers	\$93,831.96	Big Rock Park
Lake Wa School District	\$75,000.00	Eastlake High School Ballfield Fence Improv
Lake Wa School District	\$72,172.50	School Impact Fees - November 2015
Kenyon Disend	\$51,918.65	Attorney Services - November 2015

TOTAL \$ 3,576,630.78

Checks # 42081 – 42235

334,030.81 +
 182,222.12 +
 50.00 +
 2,785,105.03 +
 275,222.82 +
 005
 3,576,630.78G+

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
42109	12/04/2015	AWCLIF	Association of Washington Cities	186.80	42,109
42110	12/04/2015	AWCMED	AWC Employee BenefitsTrust	122,529.26	42,110
42111	12/04/2015	CENTURY	Century Link	66.99	42,111
42112	12/04/2015	COMCAST2	Comcast	362.34	42,112
42113	12/04/2015	FRONTIR2	Frontier	386.22	42,113
42114	12/04/2015	ICMA401	ICMA 401	43,497.33	42,114
42115	12/04/2015	ICMA457	ICMA457	8,940.88	42,115
42116	12/04/2015	IDHW	Idaho Child Support Receipting	326.50	42,116
42117	12/04/2015	PREPAIDL	LegalShield	109.60	42,117
42118	12/04/2015	FLEXPLAN	Navia Benefit Solutions	1,849.66	42,118
42119	12/04/2015	PINECHUR	Pine Lake Covenant Church	200.00	42,119
42120	12/04/2015	PSE	Puget Sound Energy	3,247.02	42,120
42121	12/04/2015	WASUPPOR	Wa State Support Registry	519.52	42,121
				182,222.12	
Check Total:					

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
42122	12/10/2015	KCBR	King County Boundary Review Board	50.00	42,122
				<u>50.00</u>	
Check Total:				<u>50.00</u>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
42123	12/15/2015	ACH	ACH Homes LLC	21,732.30	42,123
42124	12/15/2015	AGENTERP	AG Enterprise Supply Inc	14,130.03	42,124
42125	12/15/2015	ALDWORTH	Kurt Aldworth	50.03	42,125
42126	12/15/2015	ALPHAGRA	Alphagraphics	359.60	42,126
42127	12/15/2015	ARTISTRY	Artistry Homes, LLC	15,000.00	42,127
42128	12/15/2015	BACKGROU	Background Source Intl	198.00	42,128
42129	12/15/2015	BRS	Barker Rinker Seacat Architecture	36,862.30	42,129
42130	12/15/2015	FUSINGIT	Jamie Frances Beck	586.37	42,130
42131	12/15/2015	BEST	Best Parking Lot Cleaning, Inc	6,471.45	42,131
42132	12/15/2015	BETTERBY	Better By Design Embroidery	144.32	42,132
42133	12/15/2015	CADMAN	Cadman, Inc.	70.08	42,133
42134	12/15/2015	CERTIFIE	Certified Backflow Testing, Inc	40.00	42,134
42135	12/15/2015	CODEPUB	Code Publishing Inc	604.42	42,135
42136	12/15/2015	COMCAST2	Comcast	9.44	42,136
42137	12/15/2015	COMCAST3	Comcast	1,239.53	42,137
42138	12/15/2015	CONSUMER	Consumer Rental LLC	2,511.78	42,138
42139	12/15/2015	COSTCO	Costco Wholesale	4,157.59	42,139
42140	12/15/2015	CRABTREE	Crabtree & Company	1,750.00	42,140
42141	12/15/2015	HOGAN	D. A. Hogan & Assoc., Inc	10,160.00	42,141
42142	12/15/2015	EVANS	David Evans & Associates, Inc	5,681.12	42,142
42143	12/15/2015	DELL	Dell Marketing L.P.	2,862.72	42,143
42144	12/15/2015	EASTFIRE	Eastside Fire & Rescue	477,715.75	42,144
42145	12/15/2015	ELM	ELM Environments	1,245.74	42,145
42146	12/15/2015	AMERICAW	America West Environmental Supplie	7,752.23	42,146
42147	12/15/2015	EPICENTE	Epicenter Services LLC	4,488.45	42,147
42148	12/15/2015	EVERFORD	Evergreen Ford	307.47	42,148
42149	12/15/2015	EVERSONS	Everson's Econo Vac, Inc.	2,938.00	42,149
42150	12/15/2015	FASTENAL	Fastenal Industrial Supplies	24.04	42,150
42151	12/15/2015	FASTSIGN	Fastsigns Bellevue	70.41	42,151
42152	12/15/2015	FIREPROT	Fire Protection, Inc.	2,228.33	42,152
42153	12/15/2015	GOODSELL	Goodsell Power Equip Inc	707.79	42,153
42154	12/15/2015	GRAINGER	Grainger	1,230.78	42,154
42155	12/15/2015	GREATAME	Great America Financial Services	130.31	42,155
42156	12/15/2015	GUARDIAN	Guardian Security	72.00	42,156
42157	12/15/2015	HIGHCROF	Highcroft at Sammamish LLC	7,500.00	42,157
42158	12/15/2015	HOMEDE	Home Depot	1,516.74	42,158
42159	12/15/2015	HONEY	Honey Bucket	1,234.99	42,159
42160	12/15/2015	INFORMAT	Information Station Specialists Inc	2,080.50	42,160
42161	12/15/2015	IPS	Integrated Print Solutions, Inc	14,955.61	42,161
42162	12/15/2015	ISSAQI	Issaquah Press, Inc.	942.00	42,162
42163	12/15/2015	ISD	Issaquah School District	303,360.00	42,163
42164	12/15/2015	JACKSONJ	Janie Jackson	63.25	42,164
42165	12/15/2015	GALT	John E. Galt	2,076.25	42,165
42166	12/15/2015	KELLER	Mike Keller	154.10	42,166
42167	12/15/2015	KINGWAT	King County Finance	10,302.87	42,167
42168	12/15/2015	KINGPET	King County Pet Licenses	230.00	42,168
42169	12/15/2015	KINGSH	King County Sheriff's Office	440,919.71	42,169
42170	12/15/2015	KLEINFEL	Kleinfelder, Inc.	4,908.12	42,170
42171	12/15/2015	KOMPANI	Kompan Inc	46.08	42,171
42172	12/15/2015	LWSD	Lake Washington School Dist	75,000.00	42,172

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42173	12/15/2015	LAKESIDE	Lakeside Industries	438.00	42,173
42174	12/15/2015	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	42,174
42175	12/15/2015	LPD	LPD Engineering PLLC	956.25	42,175
42176	12/15/2015	MINUTE	Minuteman Press	1,501.85	42,176
42177	12/15/2015	MYER	Anjali Myer	23.35	42,177
42178	12/15/2015	NAMI	NAMI Eastside	1,500.00	42,178
42179	12/15/2015	NC MACH	NC Machinery Co	1,595.12	42,179
42180	12/15/2015	NETRUCK	North End Truck Equip Inc	128.71	42,180
42181	12/15/2015	OILCAN	Oil Can Henry's	124.13	42,181
42182	12/15/2015	OVERLAKE	Overlake Heating & A/C	112.00	42,182
42183	12/15/2015	POA	Pacific Office Automation	234.64	42,183
42184	12/15/2015	PACPLANT	Pacific Plants	277.04	42,184
42185	12/15/2015	PACSOIL	Pacific Topsoils, Inc	1,447.57	42,185
42186	12/15/2015	PAPE	Pape Machinery Exchange	3,227.41	42,186
42187	12/15/2015	PAULBROS	Paul Brothers, Inc.,	93,831.96	42,187
42188	12/15/2015	PINECHUR	Pine Lake Covenant Church	1,035.00	42,188
42189	12/15/2015	PLANTSCA	Plantscapes, Inc	5,978.70	42,189
42190	12/15/2015	PORTER	Porter Brothers Construction, Inc	1,107,815.65	42,190
42191	12/15/2015	PROTH	Prothman Company	10,000.00	42,191
42192	12/15/2015	PSE	Puget Sound Energy	1,532.48	42,192
42193	12/15/2015	QBS	Quality Business Systems Inc.	14.67	42,193
42194	12/15/2015	RAINIER	Rainier Wood Recyclers Inc	192.00	42,194
42195	12/15/2015	RATTNER	Robert Rattner	7,500.00	42,195
42196	12/15/2015	ROTARSAM	Rotary Club of Sammamish	52.00	42,196
42197	12/15/2015	SAM	Sammamish Plateau Water Sewer	3,521.34	42,197
42198	12/15/2015	SAMSYMPH	Sammamish Symphony Orchestra	3,750.00	42,198
42199	12/15/2015	SEATIM	Seattle Times	987.28	42,199
42200	12/15/2015	SECUREAS	Secure A Site, Inc	54.75	42,200
42201	12/15/2015	SITEONE	Site One Landscape Supply	793.39	42,201
42202	12/15/2015	SPRAGUE	SPRAGUE	242.40	42,202
42203	12/15/2015	STAPLES	Staples Advantage	5,463.55	42,203
42204	12/15/2015	STOECKL	Jane C. Stoecklin	135.00	42,204
42205	12/15/2015	SUBPROPA	Suburban Propane	14.57	42,205
42206	12/15/2015	SULLIVAS	Stephanie Sullivan	30.48	42,206
42207	12/15/2015	SUNBELT	Sunbelt Rentals	391.55	42,207
42208	12/15/2015	SWIFTTRE	Swift Tree Care	7,227.00	42,208
42209	12/15/2015	WATERSH	The Watershed Company	478.75	42,209
42210	12/15/2015	TOPTOBOT	Top To Bottom Janitorial, Inc	280.00	42,210
42211	12/15/2015	TRIANGLE	Triangle Associates, Inc	3,480.16	42,211
42212	12/15/2015	UNITRENT	United Rentals NA, Inc	429.66	42,212
42213	12/15/2015	VERIZON	Verizon Wireless	2,907.71	42,213
42214	12/15/2015	VOYAGER	Voyager	4,803.92	42,214
42215	12/15/2015	WRPA	Wa Recreation & Parks Assoc	1,870.00	42,215
42216	12/15/2015	WTRACTO	Washington Tractor	381.07	42,216
42217	12/15/2015	WAWORK	Washington Workwear Stores Inc	157.46	42,217
42218	12/15/2015	WHPACIFI	WH Pacific, Inc.	16,333.87	42,218
42219	12/15/2015	WHITEHOR	White Horse Promotional Products	2,222.98	42,219
42220	12/15/2015	WWGCSA	WW Golf Course Super. Assoc	225.00	42,220
42221	12/15/2015	ZUMAR	Zumar Industries, Inc.	527.71	42,221

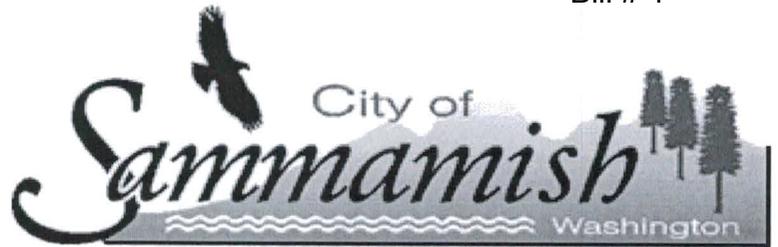
Check Total:

2,785,105.03

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 12/10/2015 - 11:17 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42222	12/15/2015	BEST	Best Parking Lot Cleaning, Inc	22,998.64	42,222
42223	12/15/2015	EVANS	David Evans & Associates, Inc	8,808.71	42,223
42224	12/15/2015	FASTENAL	Fastenal Industrial Supplies	289.61	42,224
42225	12/15/2015	ISNW	Industrial Solutions NW LLC	9,575.50	42,225
42226	12/15/2015	JACOBSEN	Jacobs Engineering Group, Inc	12,888.16	42,226
42227	12/15/2015	KINGFI	King County Finance A/R	113,134.21	42,227
42228	12/15/2015	LWSD	Lake Washington School Dist	72,172.50	42,228
42229	12/15/2015	MAILPO	Mail Post	2,656.60	42,229
42230	12/15/2015	NC MACH	NC Machinery Co	3,150.32	42,230
42231	12/15/2015	NETRUCK	North End Truck Equip Inc	830.16	42,231
42232	12/15/2015	NWLSVC	NW Landscape Services of WA LLC	24,571.85	42,232
42233	12/15/2015	PAPE	Pape Machinery Exchange	1,414.74	42,233
42234	12/15/2015	SAM	Sammamish Plateau Water Sewer	2,441.17	42,234
42235	12/15/2015	SITEONE	Site One Landscape Supply	290.65	42,235
				275,222.82	
Check Total:					



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: December 30, 2015, 2015
RE: Claims for January 5, 2016

\$ 216,847.52
 17,908.00
 400.00
 23,255.12
 617,994.39
 151.91

Top 10 Over \$10,000 Payments

Perteet	\$94,446.74	SE 4th Improvement - November
Kenyon Disend	\$82,607.18	Attorney Services - November 2015
King County Finance	\$73,297.76	2015 Voter Registration Costs
Osborn Consulting	\$35,706.18	Inglewood Hill Stormwater Trunkline
Stantec Consulting	\$30,149.24	Development Review October 2015
King Counter Water & Land	\$28,125.57	Debt Service
Gray & Osborne	\$27,059.28	212th Way Improvements
Barker Rinker Seacat	\$24,534.05	Community & Aquatic Center
Industrial Solutions NW	\$22,961.34	Fence Repair SE 24th Way/Skyline Fence/Sam Commons
Iron Creek Construction	\$18,642.87	Inglewood Glen Repairs

TOTAL \$ 876,556.94

Checks # 42236 – 42355

216,847.52 +
 17,908.00 +
 400.00 +
 23,255.12 +
 617,994.39 +
 151.91 +
 876,556.94G+

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 12/17/2015 - 4:17 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42236	12/18/2015	CENTURY	Century Link	48.79	42,236
42237	12/18/2015	DONOVANJ	Joe Donovan	58.00	42,237
42238	12/18/2015	HERITAGE	Heritage Bank	53,005.53	42,238
42239	12/18/2015	HOWARD	Lyman Howard	36.75	42,239
42240	12/18/2015	ICMA401	ICMA 401	41,725.51	42,240
42241	12/18/2015	ICMA457	ICMA457	8,949.61	42,241
42242	12/18/2015	IDHW	Idaho Child Support Receipting	326.50	42,242
42243	12/18/2015	NPM	Nando Merlino	73,472.15	42,243
42244	12/18/2015	FLEXPLAN	Navia Benefit Solutions	1,702.66	42,244
42245	12/18/2015	NESAM	NE Sammamish Sewer & Water	130.50	42,245
42246	12/18/2015	PSE	Puget Sound Energy	34,756.99	42,246
42247	12/18/2015	SAM	Sammamish Plateau Water Sewer	1,884.01	42,247
42248	12/18/2015	WSDA	Wa State Dept of Agriculture	231.00	42,248
42249	12/18/2015	WASUPPOR	Wa State Support Registry	519.52	42,249
				Check Total:	216,847.52

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
42250	12/23/2015	MACGILVR	Glenn MacGilvra	17,908.00	42,250
				Check Total:	
				17,908.00	

Accounts Payable

Check Register Totals Only

User: mdunham
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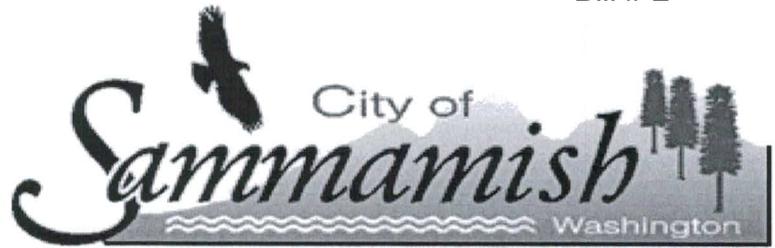


Check	Date	Vendor No	Vendor Name	Amount	Voucher
42251	12/23/2015	MURANO	Hotel Murano	400.00	42,251
				<u>400.00</u>	
Check Total:				<u>400.00</u>	

Accounts Payable

Check Register Totals Only

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 Printed: 12/24/2015 - 11:15 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42252	12/24/2015	US BANK	U. S. Bank Corp Payment System	23,255.12	42,252
				Check Total:	
				23,255.12	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 12/29/2015 - 4:05 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42253	01/05/2016	48NORTH	48 North Solutions, Inc	5,406.60	42,253
42254	01/05/2016	ABC	ABC Special Event Rentals	3,672.30	42,254
42255	01/05/2016	AGENTERP	AG Enterprise Supply Inc	8,803.08	42,255
42256	01/05/2016	AGSPRAY	AG Spray Equipment	380.13	42,256
42257	01/05/2016	ALLBATTE	All Battery Sales & Service, Inc.	39.09	42,257
42258	01/05/2016	ALPHAGRA	Alphagraphics	359.60	42,258
42259	01/05/2016	AMERICAW	America West Environmental Supplie	7,825.10	42,259
42260	01/05/2016	APEX	Apex Facility Resources, Inc	196.27	42,260
42261	01/05/2016	ASPECT	Aspect Consulting LLC	4,799.96	42,261
42262	01/05/2016	BEN-MERA	Avi Ben-Merahem	500.00	42,262
42263	01/05/2016	BERMANSU	Susan Berman	500.00	42,263
42264	01/05/2016	BEST	Best Parking Lot Cleaning, Inc	624.15	42,264
42265	01/05/2016	BMC	BMC West Corp	470.76	42,265
42266	01/05/2016	BRICKMAN	Brickman Group Ltd LLC	5,781.05	42,266
42267	01/05/2016	BRS	Barker Rinker Seacat Architecture	24,534.05	42,267
42268	01/05/2016	CADMAN	Cadman, Inc.	85.79	42,268
42269	01/05/2016	CENTRO	Centro Business Forms Inc.	225.56	42,269
42270	01/05/2016	CEZAR	Susan Cezar	20.01	42,270
42271	01/05/2016	DISALLE	Peggy Disalle	500.00	42,271
42272	01/05/2016	ECOTONE	Ecotone Commissioning Group LL	1,062.50	42,272
42273	01/05/2016	ENGECONO	Engineering Economics, Inc.	3,420.50	42,273
42274	01/05/2016	EVANS	David Evans & Associates, Inc	3,845.82	42,274
42275	01/05/2016	EVERFORD	Evergreen Ford	17.89	42,275
42276	01/05/2016	FASTSIGN	Fastsigns Bellevue	100.74	42,276
42277	01/05/2016	FIREPROT	Fire Protection, Inc.	1,545.60	42,277
42278	01/05/2016	FITCH	Suzanne Fitch	500.00	42,278
42279	01/05/2016	FOLSPARK	Friends Of Lk Sammamish State Park	2,000.00	42,279
42280	01/05/2016	FRANCO2	USPS CMRS-FP	1,500.00	42,280
42281	01/05/2016	GLOBALST	Globalstar	559.12	42,281
42282	01/05/2016	GOODSON	David M. Goodson	450.00	42,282
42283	01/05/2016	GRAYOS	Gray & Osborne, Inc.	27,059.28	42,283
42284	01/05/2016	GUBATA	Allison Gubata	26.19	42,284
42285	01/05/2016	HANDLOS	Lynne Handlos	24.04	42,285
42286	01/05/2016	HERMANSO	Hermanson Co LLP	3,732.44	42,286
42287	01/05/2016	HONEY	Honey Bucket	2,282.98	42,287
42288	01/05/2016	HOWARD	Lyman Howard	129.03	42,288
42289	01/05/2016	HWA	HWA GeoSciences, Inc	4,298.54	42,289
42290	01/05/2016	IBSEN	IBSEN Towing	445.94	42,290
42291	01/05/2016	INTEGRA	Integra Telecom	1,811.29	42,291
42292	01/05/2016	IRONCREE	Iron Creek Construction, LLC	18,642.87	42,292
42293	01/05/2016	ISNW	Industrial Solutions NW LLC	22,961.34	42,293
42294	01/05/2016	ISSAQ1	Issaquah Press, Inc.	324.00	42,294
42295	01/05/2016	ISSCITY	City Of Issaquah	13,044.50	42,295
42296	01/05/2016	JONESELB	Dylan L.B. Jones	323.73	42,296
42297	01/05/2016	KAGENERA	K-A General Construction Cont.	8,757.93	42,297
42298	01/05/2016	KBA	KBA Inc	404.91	42,298
42299	01/05/2016	KCBLANK	King County Finance	1,332.37	42,299
42300	01/05/2016	KCRADIO	King Cty Radio Comm Svcs	526.70	42,300
42301	01/05/2016	KCRECORD	King County Records	1,000.00	42,301
42302	01/05/2016	KENYON2	Kenyon Disend PLLC	82,607.18	42,302

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 12/30/2015 - 9:13 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42354	01/05/2016	HUCK	Kathleen Huckabay	118.33	42,354
42355	01/05/2016	SAM	Sammamish Plateau Water Sewer	33.58	42,355
Check Total:				151.91	



Meeting Date: January 5, 2016

Date Submitted: December 21, 2015

Originating Department: Admin Services

Clearances:

- | | | |
|--|---|---|
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Eastside Fire and Rescue | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> City Manager | <input checked="" type="checkbox"/> Finance & IT | <input type="checkbox"/> Public Works |

Subject: Approval – Supplemental Human Services Grants 2016

Action Required: Approve Human Service Grant Awards for 2016

- Exhibits:**
1. List of Applicants with Grant Awards as approved by the Human Services Committee
 2. List of 2015/2016 Grant Recipients

Budget: \$40,000 additional funds for the Klahanie Annexation from the 2016 Budget and \$4,862 unallocated from the 2015/2016 budget for a total of 44,862 in line item 001-050-559-20-41-00

Summary Statement: With the annexation of the Klahanie Potential Annexation Area, the population of Sammamish will increase by around 10,000. To address potential additional human service needs, an additional \$40,000 was allocated to the Human Service Budget. On December 17, 2015 the Human Service Commission, comprised of Mayor Vance, Deputy Mayor Huckabay and Councilmember Keller meet to review and propose grant recommendations for Council consideration. Staff is requesting approval of the proposed Human Service grant awards.

Background: The City of Sammamish has been awarding Human Service Grants since 2001 (Resolution R2001-74). The grant process has evolved over the years, starting with two grants in 2001 to 39 grants in 2015/2016. The process for submitting grants and invoices has transitioned from a paper process to an on-line process. It is now possible for providers to apply to over 16 east, north and south King County cities, using a common application, through the Share1 app (those cities are: Auburn, Bellevue, Burien, Covington, Des Moines, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Redmond, Renton, Sammamish, SeaTac, Shoreline, and Tukwila).

All applications are reviewed by staff and the Human Service Committee. Criteria used to evaluate the applications are: (1) Are services provided directly to Sammamish residents? (2) Are there other agencies providing the same service? (3) Does the agency leverage the funds received from Sammamish by partnering with other agencies? (4) Does the agency provide volunteer opportunities to Sammamish residents?

Once the applications have been reviewed by the Commission, the grant awards are presented to the entire Council for approval. Normally, this process is done for a two-year time frame to coincide with our biennial budget.

Due to the additional funding related to the Klahanie annexation, a slightly different process was used for this award. Application for the supplemental funding was limited to only those organizations that are currently receiving a grant for 2015/2016. It was also limited to those agencies that had a grant total of less than \$10,000 (including all programs for that agency). 13 grant applications (covering 17 programs) were received by the December 17, 2015 deadline for a total of \$50,500. The Commission is recommending 11 grants totaling \$42,240 (see Exhibit 1 for details).

Financial Impact: \$42,240 from the Human Services budget.

Recommended Motion: Approve the attached list of grant recommendations for the 2016 Human Services Supplemental grants.

Exhibit 1

Agency	Original Grant	Supplemental Grant	Recommendation	Total
Bridge Ministries	\$3,000	\$7,000	\$7,000	\$10,000
Congregations for the Homeless	\$3,630	\$6,000	\$6,000	\$9,630
Eastside Baby Corner	\$3,157	\$3,412	\$3,500	\$6,657
Eastside Legal Assistance	\$2,420	\$2,420	\$2,420	\$4,840
Healthpoint - Dental	\$2,000	\$2,000	\$2,000	\$4,000
Healthpoint - Medical	\$3,000	\$3,000	\$3,000	\$6,000
Hero House	\$1,320	\$4,668	\$1,320	\$2,640
Hopelink	\$5,000		\$0	\$5,000
Issaquah Food Bank	\$5,000	\$10,000	\$5,000	\$10,000
Issaquah School Foundation	\$5,000	\$5,000	\$5,000	\$10,000
St Vincent DePaul	\$8,000	\$2,000	\$2,000	\$10,000
YMCA Summer Camp	\$5,000	\$5,000	\$5,000	\$10,000
Washington Poison Center	\$2,500			\$2,500
Total	\$33,527	\$50,500	\$42,240	

Exhibit 1

2015-2016 HUMAN SERVICE GRANT AWARDS

Agency Name	Program Name	Grant Award
Assistance League the Eastside - Operation School Bell	Operation School Bell	\$3,000.00
Athletes For Kids	Athletes For Kids	\$10,000.00
AtWork! - Community Liaison	AtWork! - Community Liaison	\$3,150.00
Bridge Disability Ministries -- Mobility	Bridge Disability Ministries -- Mobility	\$3,000.00
Child Care Resources - Child Care Consumer Education and Provider Quality Improvement	CCR Child Care Consumer Education and Provider Quality Improvement	\$1,343.00
Congregations for the Homeless - Housing & Shelter	Congregations for the Homeless Day Center/Outreach	\$3,630.00
Crisis Clinic Crisis Line	24-Hour Crisis Line	\$4,000.00
Crisis Clinic King County 211	King County 211	\$1,000.00
Crisis Clinic Teen Link	Teen Link	\$5,000.00
Eastside Baby Corner -- Meeting Basic Needs for Children	Meeting Basic Needs for Children	\$3,157.00
Eastside Friends of Seniors	Senior Outreach Program	\$10,000.00
Eastside Legal Assistance Program - Legal Services	Legal Services	\$2,420.00
Elder and Adult Day Services	Elder and Adult Day Services	\$5,761.00
Encompass Northwest Birth to Three Early Intervention Services	Encompass Birth to Three Early Intervention	\$7,000.00
Friends of Youth - Healthy Start	Healthy Start	\$1,100.00
Friends of Youth - The Landing Shelter	Youth Service Center	\$1,200.00
Friends of Youth - Youth & Family Services	Youth and Family Services	\$7,700.00
Harborview - Sexual Assault and Traumatic Stress Services (Formerly Children's Response Center)	Harborview Center for Sexual Assault and Traumatic Stress	\$1,512.00
Health Point Medical	Primary Medical Care	\$3,000.00
HealthPoint - Primary Dental Care	Primary Dental Care	\$2,000.00
HERO House	HERO House	\$1,320.00
Hopelink - Emergency Services Financial Assistance	Hopelink - Emergency Services (Financial Assistance)	\$5,000.00
Issaquah Community Services	Issaquah Community Services	\$1,000.00
Issaquah Food & Clothing Bank	Issaquah Food and Clothing Bank	\$5,000.00
Issaquah Schools Foundation	VOICE Mentoring Program	\$5,000.00
Kinderling Center	Early Care and Education Consultation	\$10,000.00

2015-2016 HUMAN SERVICE GRANT AWARDS

Agency Name	Program Name	Grant Award
King County Sexual Assault Resource Center - Comprehensive Sexual Assault Services	Comprehensive Sexual Assault Services	\$4,845.00
Lake Washington School District-Head Start Program	LWSD-Head Start Preschool Program	\$500.00
Lake Washington Schools Foundation - LINKS Mentoring	LINKS - Looking Into the Needs of Kids and Schools	\$5,000.00
Life Enrichment Options	Life Enrichment Options	\$2,000.00
Lifewire - CAP (EDVP)	Community Advocacy Program	\$10,000.00
NAMI Eastside-Education, Support, Advocacy	Education, Support, Advocacy	\$3,000.00
Olive Crest - Safe Families For Children	Olive Crest	\$2,000.00
St Vincent de Paul - Mary Queen of Peace Conference	Mary Queen of Peace St. Vincent de Paul Conference	\$8,000.00
The Sophia Way - Eastside Winter Shelter	Eastside Winter Shelter	\$1,000.00
The Sophia Way - Sophia's Home	Sophia's Home	\$3,000.00
Therapeutic Health Services	THS Drug & Alcohol Treatment	\$5,000.00
Together Center	Front Door Services: Information & Referral	\$2,000.00
Washington Poison Center - emergency services	Washington Poison Center	\$2,500.00
YMCAseattlesummercamp	YMCA Summer Day Camp Scholarship	\$5,000.00
Youth Eastside Services - Early Intervention	YES Early Intervention	\$10,000.00
	Total	\$170,138.00



Meeting Date: January 5, 2016

Date Submitted: 12/11/2015

Originating Department: Admin Services

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation | |

Subject: 2016 contract with Olympic Environmental Resources to manage the City's Recycling Program

Action Required: A motion authorizing the City Manager to sign the 2016 contract with Olympic Environmental Resources.

Exhibits: 1. Contract with Olympic Environmental Resources

Budget: The contract amount totals \$103,844.36. All monies spent on this contract are backed by grant revenues from King County and Washington State.

Summary Statement:

The City contracts with Olympic Environmental Resources (OER) to manage its recycling program. OER runs three residential recycling collection events (one in the spring and two in the fall); one business recycling collection event (typically in the summer) and distributes rain barrels and compost bins on behalf of the City. The City proposes extending the contract with OER into 2016. All costs associated with this program are supported by grant dollars from King County and the State of Washington.

Background:

The City's recycling program has been in operation, with Olympic Environmental Resources (OER) managing the program, for a number of years and is extremely popular with Sammamish residents. The program has traditionally included the following:

- **Three Residential Recycling Collection Events** – OER runs one residential recycling collection event in the spring (typically in March) and two in the fall (typically in September and October) for a total of three residential recycling events. Residents can dispose of the following materials for recycling at these events: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be

collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

- **One Business Recycling Collection Event** – To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the OER traditionally runs a business recycling collection event on a weekday in the late summer. This business event allows for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material until such time as they can dispose of it.

Rain Barrel/Compost Bin Distribution – The City has also traditionally distributed rain barrels, compost bins, or worm bins to City residents at the recycling events through its contact with OER. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a “virtual sale” via the City web site for home delivery.

All of these programs are supported with grant revenues. If the grant revenues do not materialize, OER will work with the City to scale back the offerings.

Financial Impact:

The contract with Olympic Environmental Resources for 2016 totals \$103,844.36. All monies spent on this contract are backed by grant revenues from King County and Washington State.

Recommended Motion:

A motion authorizing the City Manager to sign the contract with Olympic Environmental Resources to operate the City’s recycling program in 2016.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Paul Devine, Olympic Environmental Resources

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Paul Devine, Olympic Environmental Resources, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$103,844.36, backed by grant funds

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

Exhibit 1

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Exhibit 1

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

Exhibit 1

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Olympic Environmental Resources
Paul Devine
4715 SW Walker Street
Seattle, WA 98116
206-938-8262
PaulDevine@msn.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON CONSULTANT: OLYMPIC ENVIRONMENTAL RESOURCES

By: _____	By: <u></u>
Print Name: _____	Print Name: <u>Paul M Devine</u>
Title: <u>City Manager</u>	Title: <u>General Manager</u>
Date: _____	Date: <u>December 8, 2015</u>
Attest/Authenticated: _____ City Clerk	Approved As To Form: _____ City Attorney

EXHIBIT A – SCOPE OF SERVICES

This Scope of Work is intended to detail the Consultant's services and responsibilities in implementing City of Sammamish Recycling Projects in 2016. The Consultant will implement as many as two Residential Recycling Collection Events, one Business Collection Event, and Barrel/Bin Distribution. Activities will begin after January 1, 2016 in accordance with grant guidelines. The full scope of services is dictated by the availability of grant funds. Actual activities completed may not exceed the grant funding that is available. The proposed projects include:

Residential Recycling Collection Events

Provided sufficient grant funding exists, one residential Recycling Collection Event will be scheduled for spring (March/April) and one will be scheduled for the fall (September, October) of 2016 for a total of two events. At the events the following materials will be collected and recycled: used tires, used anti-freeze, used lead acid batteries, used household batteries (alkaline), used petroleum-based products, used oil filters, and used motor oil, bulky yard waste (large material only), scrap wood, (yard debris and scrap wood will be collected only in the spring), appliances (including refrigerators, freezers, household air conditioners, and other appliances), ferrous metals, nonferrous metals (appliances and scrap metal will be collected only in the fall), electronic equipment, cellular phones, TV sets, computer equipment, textiles, Styrofoam, mattresses, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, paper shredding, and other materials whenever practical. User fees will apply to the collection of some materials. OER may work with the Washington Materials Management and Financing Authority (WMMFA) to collect and recycle televisions, CPUs (computers), computer monitors, and laptop computers or refer residents to state E-cycle sites.

Business Recycling Collection Event

To address the situation that many Sammamish businesses have of keeping/storing recyclable materials, the Consultant will implement a Sammamish Business Collection Event provided sufficient grant funding exists. The purpose will be to allow for the collection of recyclables that would otherwise not be collected. Many small businesses do not generate enough of a particular material to retain a service provider, so they store the material. Other businesses generate materials that there are not service providers readily available. To help City businesses recycle more material, the Consultant will implement a one-day event on a weekday to collect and recycle a variety of materials from Sammamish businesses in a central City location.

Rain Barrel/Compost Bin/Worm Bin Distribution

The City will support recycling programs by distributing recycle content rain barrels, compost bins, and worm bins to City residents provided sufficient grant funding exists. The units each divert plastic material from the waste stream when produced. The number of units distributed will be based on the size and quality of the items selected. OER will work to promote the distribution to City residents and may distribute the units at City Recycling Collection Events or through a "virtual sale" via the City web site for home delivery.

The Consultant will provide professional management for implementation of all projects. The Consultant wishes to involve the Sammamish City staff at the level most comfortable for the City. The Consultant will meet with the City of Sammamish staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Sammamish grant funds available from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology. The specific project activities to be carried out by the Consultant are detailed in the grant scopes of work. Estimated 2016 grant funds available total \$103,844.36 (see below). The Consultant will cover project expenses as they arise, such as the costs of printing and vendor services. The Consultant will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. The Consultant will assist the City in requesting reimbursement for these costs from the King County Solid Waste Division, Seattle-King County Health Department, and the Washington State Department of Ecology on a project basis. The amount spent on these activities shall not exceed the amount of grant money awarded. The Consultant will work with the City to scale back the scope of services in the event that the expected grant dollars do not materialize.

Exhibit 1

The Consultant's goal is to conduct events with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the program on line:

- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

2016 Sammamish Grants

The City of Sammamish is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on the projects listed above. The City has applied for the following:

- The King County Waste Reduction and Recycling Grant Program. Grant total \$57,545.00
- The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$17,206.36
- The Washington State Department of Ecology Coordinated Prevention Grant. Grant total \$19,093.00
- Contingency in case additional grant funds come available - \$10,000.00

TOTAL: \$103,844.36

EXHIBIT B

Exhibit 1



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Table with 2 columns: Description, Amount. Rows include Total contract amount, Previous payments, Current request, Balance remaining.

Authorization to Consultant: \$ _____
Account Number: _____
Date: _____

Approved for Payment by: _____ Date: _____

Finance Dept.
Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-2027892

Social Security No.: _____

Print Name: Paul M. Devine

Title: General Manager

Business Name: Olympic Environmental Resources

Business Address: 4715 SW Walker Street Seattle, WA 98116

Business Phone: 206 938-8262

December 8, 2015

Date

Paul M. Devine

Authorized Signature (Required)



Meeting Date: January 5, 2016

Date Submitted: 12/30/2015

Originating Department: Public Works

Clearances:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Eastside Fire and Rescue | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Finance & IT | <input checked="" type="checkbox"/> Public Works |

Subject: Sahalee Way Widening Project – Survey and Geotechnical Exploration Contract

Action Required: Authorize the City Manager to execute a Contract Agreement in the amount of \$290,253 with Perteet, Inc. for Survey and Geotechnical Exploration for the Sahalee Way Widening project.

Exhibits: Agreement for Services Contract and Scope

Budget: A total of \$3.34 M is budgeted in the adopted 2015-16 Transportation Capital Improvement (Fund 340) and Surface Water Capital Projects (Fund 438) Fund budgets to fund work on the design phase of this project through 2016.

Summary Statement:

This engineering services contract agreement provides for engineering survey and geotechnical exploration for the Sahalee Way Widening Project. The project's purpose is to provide City standard amenities on Sahalee Way NE from NE 25th Way north to the northern City Limits. This section of roadway is currently constructed to rural King County road standards. This survey and geotechnical engineering contract will help define existing topography, roadway elements, right-of-way, property boundaries and soil conditions on Sahalee Way within the project limits. The information will also assist in development of a more refined cost estimate of the optional climbing lane under consideration between NE 50th Street and NE 37th Street. This work is also needed before any design work may begin, thereby helping provide more certainty regarding the project's construction schedule and costs while the final project scope is being evaluated and approved by the Council.

Background:

This project is included as a concurrency project in the adopted 2015-2020 and 2016-2021 Six Year Transportation Improvement Programs. The project has a planning level total project cost estimate of \$15.7 million for a 3-lane configuration as identified in the city's 2016-21 Six Year Transportation Improvement Program. The current base project total cost estimate is \$14.24M as shown in Table 1 in the Financial Impact section of this agenda bill.

Public open houses for the project were held on June 24 and November 4, 2015. These open houses were well attended with residents providing a large amount of valuable feedback to the City regarding the project. Submitted comments have been posted on the City's project webpage and have been discussed with the Council's Transportation Committee.

In late 2014, Perteet was selected as the project's design consultant using the City's standard consultant selection process. Between then and now, Perteet produced the project Alternatives Analysis Report using input received from City staff and the first open house. The Alternatives Analysis Report was presented to Council at the October 6, 2015 meeting. The Report is posted on the City's project webpage and includes traffic analysis and cost estimate information. It recommends a baseline configuration consisting of a 6 foot sidewalk on the west side, a 3-foot planter strip, an 11-foot southbound travel lane, a striped two-way left turn lane, an 11-foot northbound travel lane and an 8-foot combined bike lane/shoulder on the east side.

The Alternatives Report also analyzed a number of optional enhancements that could be added to the 3-lane baseline configuration. Three substantial enhancements received the most supportive feedback from both residents and the Transportation Committee:

- Enhanced crosswalk crossings of Sahalee Way at yet to be selected intersections
- Bus pullouts on both sides of Sahalee Way
- Southbound climbing lane between the north City limits and NE 37th Street

On December 9, 2015, the Transportation Committee supported staff's recommendation to proceed with survey and geotechnical engineering for the project, with the intention that this work (1) was necessary regardless of the ultimate project scope chosen by the Council, (2) would help confirm the projects 2017 start of construction schedule could be met and (3) would help refine the cost estimate for an optional climbing lane that would help reduce southbound Sahalee Way travel times. The work includes additional boring explorations in an existing landslide hazard area that will help inform the Council's climbing lane decision. A landslide closed Sahalee Way in 1982 in the vicinity of the proposed climbing lane. Reconstruction included a system of underdrains which are currently maintained by the City.

Staff intends to return to the Transportation Committee and Council by March 2016 with refined project scope, cost and schedule estimates and schedule a third public open house to present this information.

Financial Impact:

Traffic Impact Fees (TIF) collected from private development will pay for 87.3% of the baseline costs of this concurrency project, including engineering costs. Additional enhancement features, however, must be paid from the other City Funds. A breakdown of these costs is summarized in Table 1 below. These cost estimates are planning level estimates from the Alternatives Analysis Report. Climbing lane estimates are expected to be refined as part of this survey and geotechnical exploration work. Cost estimates for the climbing lane are divided between City and King County jurisdictions, although County staff has already informed us that the County would not be able to contribute County funds towards this project.

Table 1 - Preliminary Project Cost Breakdown

	Cost	TIF Eligible	General Fund
Roadway	\$4,111,800		
Drainage	\$3,177,050		
Walls	\$825,000		
Mobilization	\$812,000		
Construction Engineering	\$1,072,000		
Construction Contingency	\$2,678,000		
Subtotal	\$12,675,850	\$12,295,575	\$380,275
Alternatives Analysis Engineering	\$89,603		
Survey and Geotechnical Engineering	\$290,253		
Remaining Design Engineering	\$1,102,747		
Right of Way	\$83,500		
Subtotal	\$1,566,103	\$1,519,120	\$46,983
Total	\$14,241,953	\$13,814,694	\$427,259
Proposed Enhancements			
Flashing Crosswalks (two)	\$90,000		
Bus Pullouts (west side)	\$320,000		
Bus Pullouts (east side)	\$320,000		
Climbing Lane (City Limits)	\$3,420,000		
Climbing Lane (King County)	\$2,390,000		
Subtotal	\$6,540,000	\$ -	\$6,540,000
Total w/ Enhancements	\$20,781,953	\$13,814,694	\$6,967,259

Recommended Motion:

Move to authorize the City Manager to execute a contract with Perteet, Inc. in the amount of \$290,253 and to administer a contract management reserve in the amount of \$29,000 for Engineering Survey and Geotechnical Engineering Services in association with the Sahalee Way Widening project.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: PERTEET, INC.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Perteet, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$290,253

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

Exhibit 1

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Exhibit 1

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

Exhibit 1

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name Perteet, Inc.
Contact Name Dan Johnson
Street Address 2707 Colby Avenue, Suite 900
City, State Zip Everett, WA 98201
Phone Number 425-272-7700
Email: danh@perteet.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit A
Scope of Services and Rate Schedule

City of Sammamish

Scope of Services

Sahalee Way Corridor Widening Project

December 11, 2015





Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

During the term of this Contract, Perteet Inc. (CONSULTANT) will perform professional services for the City of Sammamish (CITY), as detailed below:

INTRODUCTION

The project will construct improvements to Sahalee Way NE, between NE 25th Way and the NE 50th Street. The completed project will meet the City's concurrency requirements, and provide a safe environment for pedestrians and bicyclists. The project foot print will be based up on the previous alternative study completed presented to council with the additional elements as selected by City Council.

GENERAL SCOPE OF SERVICES

This agreement includes the initial topographic survey, geotechnical work and additional project footprint refinement for the NE Sahalee Way, between NE 25th Way and NE 50th Street. Subsequent preliminary design, environmental documentation, and final design services will be a supplement to this contract once a preferred alternative is selected by City Council.

The work includes the following tasks:

- Task 1. Project Management
- Task 2. Geotechnical Reports
- Task 3. Surveying/Basemapping
- Task 4. Alternative Analysis
- Task 5. Management Reserve

TIME FOR COMPLETION

All work under this phase of the contract shall be completed within six (6) months of notice to proceed.

Task 1 – Project Management

- 1.1 Schedule and coordinate with CONSULTANT and SUBCONSULTANT personnel and equipment.
- 1.2 Prepare detailed work plan for the project and hold project kick-off session at the CITY.
- 1.3 Prepare, monitor, and update project schedule. Schedule will be developed using MS Project 2013. Monitor project budget. Schedule will be updated on a monthly basis. Base schedule is assumed to remain unchanged.



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

1.4 Prepare monthly billings, progress reports, and updated monthly project schedule.

1.5 Attend up to two coordination/discussion meetings with key CITY staff. Attendance will consist of up to three CONSULTANT task leads, CONSULTANT project manager, and CITY project manager to review project status and coordinate activities for current work tasks. Meetings will be held at the City offices.. If agreed to in advance, meeting may be held by teleconference. Prepare and distribute meeting minutes.

1.6 Maintain a web-based (using SharePoint or similar platform) project management/coordination system that will allow all team members access to up-to-date project files.

Deliverables:

- Brief meeting summaries from coordination meetings, submitted via e-mail in MS Word format, within three (3) working days of the meeting.
- Detailed work plan submitted via e-mail in PDF format. If changes occur, submit revised materials via e-mail in PDF format.
- MS Project Gantt Schedule submitted monthly in hard copy with project invoices via US Mail.
- Invoice and project reports submitted monthly in hard copy via US Mail.
- Meeting notes from coordination/discussion meetings via e-mail in MS Word format.

Task 2 - Geotechnical Analysis

Design elements will include shallow (less than 15 feet) cuts and fills to accommodate the widening and stormwater management issues. Fill sections will likely be retained fills to accommodate horizontal distance restrictions and minimize the need for right-of-way acquisition. With these objectives in mind, fills retained by wall structures are likely to include mechanically stabilized earth (MSE) walls, concrete cantilever walls, or soldier pile walls. Cut retention may include gravity wall types (such as blocks, gabions, rockeries) or structural walls such as soldier pile walls. Portions of the project alignment (primarily the southern portion) may be conducive to stormwater infiltration in conventional facilities or LID approaches.

Design options could include infiltration trenches, segmented curbs and bio retention strips or swales, or permeable pavements for road shoulders areas and bike lanes. The feasibility of these types of surface water drainage features is largely dictated by the



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

depth to low permeability soils or groundwater. It should be noted that LID approaches may be feasible where conventional infiltration facilities are not practicable, including over lower permeability soils. An evaluation of incorporating the existing stormwater pond located along the west side of Sahalee Way and north of NE 25th Way in the Heritage Hills neighborhood into a stormwater management design will be included. Many areas of the Sahalee Way improvement corridor in the northern end are located adjacent to the slope break along the crest of the plateau where accumulations of thick colluvial deposits and possible landslide debris are located. In general, it is likely ill-advised to introduce large amounts of infiltrated stormwater in these areas, although very small-scale LID features may be possible.

The climbing lane concept would extend from the NE 50th Street along Sahalee Way to the vicinity of the intersections of Sahalee Way and NE 37th Street. As we understand, the concept will involve widening of the road on the east side of the corridor to accommodate the climbing lane. As you are aware, this section of Sahalee Way (located between the NE 50th Street and NE 37th Street) is supported by a fill embankment that traverses an ancient landslide complex that failed in 1982 after the extension of Sahalee Way was constructed. The landslide was mitigated by installing numerous horizontal drains to depress the water table. The successful mitigation allowed reconstruction of the roadway embankment in a stable configuration.

2.1 Geotechnical Field Investigation

Qualified sub consultant Golder will perform up to ten (10) shallow borings to obtain geotechnical and hydrogeological data; they will not be used to address environmental conditions. These borings will be drilled at the locations of proposed walls, storm water vaults, and signal foundations. These borings will be drilled to a maximum depth of twenty (20) feet below ground surface outside the fog line and off the shoulder of the roadway. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, Golder will properly contain the material on-site for disposal as mutually agreed upon by Golder, Perteet, and the City. Golder will retain a traffic control company to provide signage and flaggers for work in the right-of-way.

Golder will perform five pavement cores and road subgrade evaluation with a dynamic cone penetration test to support pavement design recommendations. These pavement cores will be drilled in the shoulder and near the center of the existing roadway near existing left turn lanes and will require short term (0.5 to 1 hr.) traffic control. Two



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

California Bearing Ration (CBR) tests will be completed in order to estimate resilient modulus for pavement design

Prior to beginning the field exploration program, Golder will prepare a Geotechnical Work Plan Memorandum and submit five (5) hard copies to the City. The work plan will detail the proposed type and extent of field geotechnical explorations, and logistics necessary to perform the work such as traffic control plans. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The City will acquire any required permits.

Golder will prepare and submit to the City a geotechnical report to support design of the walls and pavement and potential LID stormwater systems on the project. The field exploration program will consist of drilling borings, and conducting field-testing to gather subsurface soil and groundwater information. This information will be used to identify specific recommendations for the design of walls, pavement consideration, and signal foundations.

Prior to conducting our field exploration program, Golder will mark the proposed boring locations and call for utility locates.

2.2 Geotechnical Laboratory Testing

Geotechnical laboratory tests will be performed on selected samples. Laboratory testing will include natural water content determinations, grain size analyses, and Atterberg Limits to determine the index properties of the subsurface soils at the site.

2.3 Engineering Analysis and Stability Evaluation Sahalee Way Landslide Area

It is considered essential that the stability analysis of the landslide damaged section of Sahalee Way be reassessed to evaluate the effects of the additional surcharge of fill soils that would be required to widen the fill section to accommodate a climbing lane. A parametric or sensitivity analysis will be completed through this section to evaluate the effects of an additional surcharge of fill on the stability of the existing fill section. Based on the results of the analysis, alternative design concepts (low-density fill or soldier pile walls for example) will be evaluated and discussed. The results of the stability analysis and a discussion of alternative design concepts will be summarized in a Technical Memorandum to the design team.

2.4 Reporting

Golder will prepare and submit to the City draft and final versions of a Geotechnical Report that includes design recommendations for the walls, signal foundations, and



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

stormwater vaults for the project. The report will include recommendations for how to perform dewatering to install the stormwater system and foundations if high groundwater is detected.

Deliverables will include:

- Five (5) copies of the draft Geotechnical Report in hard copy form, delivered by US mail
- Five (5) copies of the final Geotechnical Report in hard copy form, delivered by US mail
- Final Geotechnical Report submitted via e-mail in PDF format

Task 3 - Surveying/Basemapping

Services to be provided include control surveys, ground based topographic and planimetric mapping surveys, and wetland location surveys. This information will be supplemented with digital orthophotography provided by the CITY to visibly depict the corridor conditions outside of the field survey mapping limits. The CITY will provide the digital orthophotography in Mr. Sid format. LiDAR topographic survey information that is already available will also be utilized separately to help define drainage basins and geological features. Surveying will be sufficient to complete the preliminary and final design.

The CONSULTANT will procure utility locate services for utility paint marking prior to field surveying. Utilities will be located in horizontal plane only. The utility location service will not investigate the depth of existing utilities. Wetlands and ordinary high water marks (OHWM) will also be delineated using different color flags for wetlands and OHWMs prior to the field survey.

Field surveys will be prepared along Sahalee Way NE to provide 1"=20' scale, 1-foot contour interval design mapping from NE 25th Way to SR 202 and will include those specific intersections as well as intersecting streets along the project corridor, to run 150-feet north and south of each intersection. Mapping limits will extend 60-feet from the roadway centerline on the westerly side of the corridor and to the right-of-way limits only on the easterly side. The CITY will acquire right-of-entries to provide access for surveying outside of the existing right-of-way.



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

3.1 Research

Research will be performed prior to surveying activities in order to determine availability of survey control and right-of-way monuments, adjoining plats and surveys contained within the public record, and approximate parcel boundaries to aid in the recovery and location of existing survey monuments and property corners.

3.2 Control Surveys

Control surveys for the project will include datum control surveys, ground control for topographic completion surveys and control surveys for road right-of-ways. Parcel boundaries will be determined from title reports provided by the CITY and available public records including adjoining plats and records of surveys. Existing right-of-way monuments and property corners recovered during the field survey will be located and included in the project basemaps.

Datum control surveys will be to provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/91) horizontal datum; and North American Vertical Datum (NAVD 88). CONSULTANT will identify or establish approximately twenty (20) horizontal and vertical control points along the project corridor

3.3 Topographical Mapping Surveys

Ground based topographic surveys will be provided to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours. Cross streets will be profiled 150 feet each side of the Sahalee Way NE roadway centerline. Field survey shall pick up curbs, edges of pavements, drainage structures, fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing utilities, traffic and business signs, channelization and grade breaks. Tree locations will not be surveyed at this time.

Surveying the horizontal and vertical location of wetland delineation flagging, ordinary high water mark, soil boring and ground-water monitoring wells is also included in this task. Driveway centerlines and edges shall be surveyed to within 100-feet of the centerline of Sahalee Way NE. CITY will obtain Right of Entries for surveying on private property. CONSULTANT will use appropriate signage and traffic control devices while performing field survey work.

All topographic survey mapping will be delivered in digital AutoCAD format, with standard APWA layering, symbology and attribute conventions. All mapping will be



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

two-dimensional with individual line segments connecting points. Final digital files are to be contiguous at a 1-to-1 scale in model space. Point data blocks will include number identifier; elevation and description fields will also be included. Mapping is to be planimetric with digital terrain modeling. The mapping will comply with the National Map Accuracy Standards for 1" = 20' scale mapping, 1-foot contour interval.

3.4 Right-Of-Way Plans

The CONSULTANT will use available public records to determine the existing right-of-way limits for Sahalee Way NE within the project corridor described at the beginning of this section to incorporate into the project basemapping. The CONSULTANT will use this information to prepare existing right-of-way plans for the project. Included in the right-of-way plans will be existing parcel lines based on legal descriptions contained within current title reports provided by the CITY. Right-of-way plans will be prepared at 1"=50' scale generally following the requirements of the WSDOT Plans Preparation Manual.

3.5 Basemapping

All field data will be incorporated into a project base map based on APWA standard layers, line types and symbols, developed from APWA standards, using AutoCAD 2015. Computed right-of-way alignment, margins and parcel boundary lines will be added to basemapping and CITY-supplied digital orthophotography will be integrated as a background. The orthophoto background will extend 300 feet north-and-south of Sahalee Way NE.

Deliverables:

- A continuous basemap file using AutoCAD 2015 with field survey data, orthophotography background, DTM surface, and support files suitable for external referencing into design files.
- Two (2) copies of existing right-of-way plan in hard copy format.
- Two (2) copies of proposed right-of-way plan in hard copy format, and one (1) digital copy in AutoCAD 2015 format.

Task 4 - Alternative Analysis

The Consultant will assist the City in developing and refining the alternatives. The refinements will be driven by the selected additive alternatives that are chosen by Council. Work could include additional traffic analysis, channelization plans, cost



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

and developing opinion of cost. Since the type and number of alternatives could vary widely, the effort for this task will be limited to the estimated budget. For planning purposes we are assuming 160 hours of engineering and drafting time.

Task 5- Management Reserve

Additional services may be performed by the CONSULTANT at the request of the CITY, but only after written authorization has been given by the CITY defining the Scope of Services to be performed and schedule of Fee Compensation for said services.

Items to be prepared and/or furnished by the CONSULTANT

- See Deliverables under each Task

Items to be furnished by the CITY

- Copies of all previous studies and environmental documentation of the project.
- Copies of plans, profiles, cross sections, field topographic survey notes or documents available to CITY that will aid in the preparation of the plans and studies within the limits of the project.
- Output from the CITY's T-Model for the base and forecast 2035 years.
- As-built information of existing plans.
- Copy of consolidated comments received from review of the Environmental Checklist
- Meeting rooms for public meetings.
- Assistance in obtaining rights of entry needed for geotechnical studies, surveying, wetland delineations, etc.
- The CITY will be responsible for the printing, postage, and mailing of information to the community.
- The CITY shall provide relevant local land use and zoning documents.
- The CITY shall provide relevant digital maps available through the CITY's GIS including but not limited to: 1) existing land use, 2) Comprehensive Land Use Map, 3) zoning map, 4) aerial photography, and 5) other maps as applicable.



Sahalee Way NE (NE 25th Way to SR 202)

Agreement with Perteet Inc.

Design Criteria

The CITY will designate the basis premises and criteria for the design. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

- Current AASHTO, “A Policy of Geometric Design of Highways and Streets.”
- WSDOT and APWA, “Standard Specifications for Road and Bridge Construction.”
- WSDOT, “Design Manual.”
- WSDOT, “Materials Laboratory Outline.”
- WSDOT, “Construction Manual.”
- WSDOT, “Local Agency Guidelines.”
- Highway Research Board’s Manual entitled “Highway Capacity.”
- FHWA and WSDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways.”
- Standard drawings prepared by City of Sammamish and furnished to the CONSULTANT shall be used as a guide in all cases where they fit design conditions.
- AASHTO “Guide for the Development of Bicycle Facilities.”
- 2009 King County Surface Water Design Manual
- SMC 21B.85 DEVELOPMENT STANDARDS – INTERIM STORMWATER STANDARDS
- City of Sammamish Municipal Code
- City of Sammamish Interim Public Works Standards
- City of Sammamish Comprehensive Stormwater Plan
- City of Sammamish Trails Bikes and Paths Plan

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



STUDY SESSION NOTES

Committee of the Whole **November 16, 2015**

Mayor opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment

This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.

Topics

- Mid-Biennial Update

Interim Public Works Director John Cunningham gave an update on the 212th Avenue SE stabilization project and the drainage issues on Louis Thompson Road (PowerPoint presentation available on the City website at www.sammamish.us)

Adjournment

9:10 pm

COUNCIL  *MINUTES*

**Regular Meeting
November 17, 2015**

Mayor Tom Vance called the special meeting of the Sammamish City Council to order at 6:00 pm.

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell (arrived at 6:50 pm)
Councilmember Ramiro Valderrama
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Jeff Thomas, Community Development Director
Joe Guinasso, Finance and Technical Services Director
Beth Goldberg, Director of Administrative Services
Kim Adams Pratt, Assistant City Attorney
Lita Hachey, Deputy City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Deputy Mayor Huckabay led the pledge.
A moment of silence was held with respect for the tragedy in Paris.

Approval of Agenda

MOTION: Councilmember Gerend moved to approve the agenda including the Consent Agenda as amended. Councilmember Keller seconded. Motion carried unanimously 6-0.

Deputy Mayor Huckabay requested to remove Bill# 2 Interlocal: Transit Now/Issaquah, Redmond, Microsoft and Councilmember Valderrama requested to remove Bill # 5 Amendment: Solid Waste Bid Services/Epicenter. They will be placed under Unfinished Business on the agenda.

MOTION: Councilmember Valderrama moved to change Council Committee Reports to after Item # 8. Councilmember Whitten seconded. Motion passed 5-1 with Deputy Mayor Huckabay dissenting.

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i) and Real Estate Negotiations pursuant to RCW 42.30.110(1)(c)

Council went to an executive session at 6:15 pm and returned at 7:30 pm with no action.

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us*

John Adair, 21026 NE 4th St, spoke regarding Tamarack drainage issue. (Powerpoint available upon request from Melonie Anderson, City Clerk at manderson@sammamish.us)

Darren Litchfield, 21635 NE 14th Place, spoke regarding the Tamarack drainage issues.

Mary Wictor, 408 208th Ave NE, spoke regarding the mudslide on Louis Thompson Hill Road. (Powerpoint available upon request from Melonie Anderson, City Clerk at manderson@sammamish.us)

Steve Tyzzer, 21318 NE 1st, spoke regarding the mudslide on Louis Thompson Hill Road and erosion on the Zuccuse Creek ravine.

Larry Crandall, 4335 Issaquah Pine Lake Rd SE, spoke regarding the Farmer’s Market Volunteer dinner.

Consent Agenda

Payroll for period ending October 31, 2015 for pay date November 5, 2015 in the amount of \$327,286.25

Approval: Claims For Period Ending November 17, 2015 In The Amount Of \$2,988,110.49 For Check No. 41883 Through 42001

~~**Interlocal:** Transit Now/Issaquah, Redmond, Microsoft~~

Resolution: Of The City Of Sammamish, Washington, On The Subjects Of Establishing A Small Public Works Roster Process To Award Public Works Contracts, A Consulting Services Roster For Architectural, Engineering, And Other Professional Services, And A Vendor Roster For Goods And Services Not Related To Public Works Contracts; And Repealing Resolution 2007-291

Contract: Development Review Services/Stantec

~~**Amendment:** Solid Waste Bid Services/Epicenter~~

Council Committee Reports

Public Hearings

Ordinance: First Reading Of The City Of Sammamish, Washington, Amending Ordinance No. 02015-391, The 2015-2016 City Biennial Budget, For The Purpose Of Revising The 2015-2016 Biennial Budget

Joe Guinasso, Finance and Technical Services Director, gave a staff update.

Opened Public Hearing at 7:52 pm and closed it at 7:53 pm with no public comment.

Ordinance: First Reading Of The City Of Sammamish, Washington, Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2016 On The Assessed Valuation Of The Property Within The City

Joe Guinasso, Finance and Technical Services Director, gave a staff update.

Opened Public Hearing at 7:55 pm and closed it at 7:56 pm with no public comment.

Ordinance: First Reading Of The City Of Sammamish, Washington, Making A Declaration Of Substantial Need For Purposes Of Setting The Limit Factor For The Property Tax Levy For The Fiscal Year 2016

Joe Guinasso, Finance and Technical Services Director, gave an update.

Opened Public Hearing at 7:57 pm and closed it at 7:58 pm with no public comment.

Unfinished Business

Interlocal: Transit Now/Issaquah, Redmond, Microsoft

John Cunningham, Interim Public Works Director, gave a staff update and presentation.
(Presentation available on the Sammamish website at www.sammamish.us)

MOTION: Deputy Mayor Huckabay moved to approve the interlocal agreement with Transit Now with Issaquah, Redmond & Microsoft. Councilmember Odell Seconded. Carried unanimously 7-0.

Amendment: Solid Waste Bid Services/Epicenter

MOTION: Councilmember Whitten moved to approve the amendment to the Solid Waste Bid Services. Councilmember Gerend seconded. Carried unanimously 7-0.

Beth Goldberg, Administrative Services Director gave a staff update and presentation.
(Presentation available on the Sammamish website at www.sammamish.us)

Council Committee Reports

Councilmember Bob Keller gave an update on the Eastside Fire and Rescue (EF&R) Recruitment process. The personnel committee met yesterday and reviewed the eight applications. On December 2nd, four candidates will be interviewed. Interim Chief will be Greg Tryon.

Deputy Mayor Kathy Huckabay reported that the Sound Cities Association (SCA) Finance Committee meeting was canceled today.

Councilmember Tom Odell, the Transportation committee met on Nov. 10th and discussed the Sahalee Way project.

New Business

Resolution: A Resolution Of The City Of Sammamish, Washington, Authorizing The City Manager To Execute An Interlocal Agreement With King County Regarding The Klahanie Potential Annexation Area

Jeff Thomas, Community Development Director gave a staff presentation and PowerPoint. (Available on the city website at www.sammamish.us)

MOTON: Councilmember Whitten moved to adopt a resolution authorizing the City Manager to execute an interlocal agreement between the City of Sammamish and King County regarding the Klahanie Potential Annexation Area. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

Ordinance: First Reading Of The City Of Sammamish, Washington, Adopting By Reference King County Code Title 27 Related To Development Permit Fees; Providing For Severability; And Establishing An Effective Date

Jeff Thomas, Community Development Director gave a staff presentation and PowerPoint. (Available on the city website at www.sammamish.us)

Council Reports

Deputy Mayor Kathy Huckabay will be attending Regional Transit committee meeting tomorrow to discuss the service task force and long term planning for services in Sammamish. There will be an additional meeting on Thursday in Issaquah and she suggested that Sammamish Transportation committee might like to attend to hear about these services.

Councilmember Bob Keller gave an update from the Sound Cities Association Public Issues Committee. They discussed the Regional Legislative agenda addressing homeless issues and affordable housing. The Bridges, Roads Task Force Committee are addressing funding for roads.

Councilmember Tom Odell spoke regarding air travel. Discussed the Tamarack drainage issues and the recent mudslide on Louis Thompson Hill Rd. He would like to know when topics can be submitted for the 2016 Council retreat in January.

MOTION: Councilmember Odell motioned to approve the Trout Unlimited. Councilmember Gerend seconded. Carried unanimously 7-0.

Ben Yazici, item will be put on the consent agenda on the Dec. 1st regular meeting.

Councilmember Ramiro Valderrama spoke regarding Trout Unlimited's request for \$10,000 to assist with the coalition with other cities in the rehabilitation of the kokanee. Council all agreed to support this request. He also met with Kathy Lambert, King County (KC) Councilmember, on the East Lake Sammamish Trail issues and requested a copy of the update from KC staff that was promised. He also requested a copy of the "wish list" for future projects in Sammamish.

He would like to look at the process for the Director's discretion and get that item on the Council retreat agenda.

Councilmember Nancy Whitten commented that she had an opportunity to attend a hearing with the Hearing Examiner Galt and was extremely impressed with his thoughtfulness and professionalism.

Councilmember Odell agreed with Nancy Whitten's comments on the Hearing Examiner and would also like to know when agenda topics for the upcoming Council retreat should be submitted.

Councilmember Don Gerend attended the Transportation Policy Board meeting with the Puget Sound Regional Council and a report was presented on connected and automated vehicles. They discussed options for vehicles like the Zip car, Uber, Google car. He also spoke about the Eastside Transportation Partnership (ETP) committee meeting and METRO gave a presentation on the service guidelines task force report.

City Manager Report

Ben Yazici gave an update on today's wind storm. There were seventeen trees down in Sammamish, six trees were over power lines and we are waiting for Puget Sound Energy to assist. Closures on Duthie Hill Road have caused the opening of the Belvedere barricade for emergency purposes. The opening of the Community and Aquatic Center will now be in early April.

Meeting adjourned at 8:49 pm

Lita Hachey, Deputy City Clerk

Thomas E. Vance, Mayor

COUNCIL  *MINUTES*

Regular Meeting
December 1, 2015

Mayor Tom Vance called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama

Councilmember absent

Councilmember Nancy Whitten

MOTION: Deputy Mayor Huckabay moved to excuse Councilmember Whitten. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Jeff Thomas, Community Development Director
Evan Maxim, Senior Planner
Joe Guinasso, Finance and Technical Services Director
Chris Gianni, Deputy Finance Director
Beth Goldberg, Director of Administrative Service
John Cunningham, Public Works Director
Andrew Zagars, City Engineer
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Odell led the pledge.

Approval of Agenda

MOTION: Councilmember Valderrama moved to approve the agenda including the Consent Agenda. Councilmember Keller seconded. Motion carried unanimously 6-0.

MOTION: Councilmember Gerend requested the removal of the items relating to the solid waste contract from the agenda. Deputy Mayor Huckabay seconded. Motion carried unanimously 6-0.

Councilmember Valderrama requested removal of Item #3 - Final Plat Approval for the Highcroft Subdivision and Item #9 - Contested Calendar Services with Lynn Moberly. These items will be discussed under Unfinished Business.

Student Liaisons

- Ellie Bacon (Skyline): The football team is still in the play-offs. They will play for the state championship this weekend. Girls Swim and Dive Team won state. Winter sports start today. The Holiday Bazaar will be December 5. Winter Wonder Week events will help collect items for the needy.
- Colin James (Eastlake): The school is having Food Truck Lunches once a month. They collected toiletries for veterans. Fall sports are over. Winter Wishes is a new program at the school that will promote a family environment at school. Winter sports are starting.

Presentations/Proclamations

- Recognition of Mayor
Deputy Mayor Huckabay and Councilmember Gerend presented Mayor Vance with a plaque for serving as Mayor and one for his service as a Councilmember. He was also honored by resident Scott Hamilton.

Public Comment

Bill Graf, Representing the Rotary, He thanked the City for partnering with them on the Nightmare of Beaver Lake.

Clint Scott, Representing the Rotary, he announced that the Rotary raised \$100,000 for the Sammamish Community and Aquatic Center (SCAC) capital campaign.

Judy Smith, Representing the YMCA, She also thanked the Rotary Club for their great contribution to the SCAC.

Christie Malchow, 20920 SE 8th Place, She thanked Mayor Vance for his service to the City. She also discussed the Public Works Standards revision.

Mary Wictor, 408 208th Avenue NE, Showed a PowerPoint presentation regarding drainage issues *(Presentation is available upon request of the City Clerk)*.

Steve Tyzzer, 21318 NE 3rd Street, Spoke regarding drainage issues caused by the Barrington Subdivision.

Harry Shedd, 2313 Sahalee Drive SE, He thanked Mayor Vance for his years of service.

Tom Hornish, 1237 E Lake Sammamish Shore Lane SE, He thanked Mayor Vance for his service.

Rayan Krishnan/Tever Dimitrova, 23220 NE 14th Place, Representing Sustainability Ambassadors. Spoke regarding the high school sustainability project. They would like a representative from the City Council to participate in the project.

John Chelmniak, Representing Waste Management, Spoke regarding the solid waste procurement process the City engaged in for solid waste services.

➤ **Planning Commission Hand-off of Public Works Standards**

City Engineer Andrew Zagars, Planning Commissioners Larry Crandall and Shanna Collins gave the staff report and showed a PowerPoint presentation (*available on the City's website at www.sammamish.us*). This issue will come before Council for deliberation in the first quarter of 2016.

Council Committee Reports

Councilmember Huckabay reported that Eastside Fire and Rescue (EF& R) will be providing fire services to Snoqualmie Indian Tribe.

Councilmember Keller reported the Chief Tryon will be the acting Fire Chief for EF & R. The board will be interviewing candidates for the permanent Fire Chief tomorrow.

Consent Calendar

Payroll for period ending November 15, 2015 for pay date November 20, 2015 in the amount of \$324,263.74

Approval: Claims For Period Ending December 1, 2015 In The Amount Of \$693,788.42 For Check No. 42002 Through 42080

Ordinance: Second Reading Of The City Of Sammamish, Washington, Adopting By Reference King County Code Title 27 Related To Development Permit Fees; Providing For Severability; And Establishing An Effective Date (O2015-401)

Resolution: A Resolution Of The City Of Sammamish, Washington, Granting Final Plat Approval To The Plat Of Bradford Place PSUB2013-00169 (R2015-650)

Resolution: A Resolution Of The City Of Sammamish City Council Initiating Annexation Of The Mystic Lake Island Of Territory (R2015-651)

Resolution: A Resolution Of The City Of Sammamish City Council Clarifying Completion Of The Periodic Update Of Its Comprehensive Plan And Development Regulations As Required By The Growth Management Act (R2015-652)

Contract: East Sammamish Park Design Phase 1/Berger

Amendment: Prosecution Services/Moberly

Bid Rejection: Big Rock Park Well Replacement Project

Approval: Minutes for November 3, 2015 Council Meeting

Approval: Notes for November 8, 2015 Study Session

Public Hearings - None

Unfinished Business

Resolution: Granting Final Plat Approval To The Plat Of Highcroft At Sammamish FSUB2015-00081

Councilmember Valderrama had questions about drainage issues related to the plat and the emergency gate that is part of the plat. City Engineer Zagars provided background on the various drainage issues on the plat and how the contractor responded to the problems.

MOTION: Councilmember Gerend moved to approve the final plat of Hightcroft at Sammamish. Councilmember Keller seconded. Motion carried unanimously 6-0 (R2015-649).

Amendment: Contested Calendar Services/Moberly

Administrative Services Director Beth Goldberg explained the purpose for this contract is to provide legal representation in court for contested traffic tickets. When the City is represented, the number of dismissals is reduced dramatically. It also demonstrates that Sammamish is serious about traffic citations.

MOTION: Councilmember Odell moved to authorize the City Manager to sign the amendment with Lynne Moberly for contested calendar services. Councilmember Valderrama seconded. Motion carried 6-0

Ordinance: Second Reading Amending Ordinance No. 02015-391, The 2015-2016 City Biennial Budget, For The Purpose Of Revising The 2015-2016 Biennial Budget.

MOTION: Councilmember Gerend moved to approve the ordinance. Councilmember Valderrama seconded. Motion carried 6-0 (O2015-402)

Ordinance: Second Reading Making A Declaration Of Substantial Need For Purposes Of Setting The Limit Factor For The Property Tax Levy For The Fiscal Year 2016.

MOTION: Deputy Mayor Huckabay moved to approve the ordinance. Councilmember Keller seconded. Motion carried 6-0 (O2015-403)

Ordinance: Second Reading Of The City Of Sammamish, Washington, Relating To The Levying Of Regular Property Taxes And Establishing The Amount To Be Levied In 2016 On The Assessed Valuation Of The Property Within The City.

MOTION: Councilmember Gerend moved to approve the ordinance. Deputy Mayor Huckabay seconded. Motion carried 6-0 (O2015-404).

New Business

Resolution: Of The City Of Sammamish, Washington, Adopting The City Of Sammamish Employee Salary Schedule For Fiscal Year 2016

MOTION: Councilmember Valderrama moved to approve the resolution. Councilmember Odell seconded. Motion carried 6-0 (R2015-653).

Resolution: Establishing Medical Insurance Premium Contribution Rates For Fiscal Year 2016

Finance Director Joe Guinasso gave a short staff report on this resolution. He explained that the City employees earned a 2% discount on the medical premium rate by participating in the Association of Washington Cities' Wellness Program.

MOTION: Deputy Mayor Huckabay moved to approve the resolution. Councilmember Odell seconded. Motion carried 6-0 (R2015-654).

Resolution: A Resolution Of The City Of Sammamish, Washington, Amending Resolution R2014-601 The City's Master Fee Schedule

Mr. Guinasso gave a short staff report explaining the changes for 2016 (PowerPoint presentation available on the City's website at www.sammamish.us).

MOTION: Councilmember Gerend moved to approve the resolution. Deputy Mayor Huckabay seconded. Motion carried 6-0 (R2015-655).

Council Reports

Deputy Mayor Huckabay reported on an Eastlake student who won an award. She also asked how the City can work to reduce the use of pesticides.

Councilmember Valderrama reported on the Skyline High School football play-off game.

Councilmember Gerend reported on the Road Usage Charge Steering Committee that met today.

Councilmember Odell expressed concern over drainage issues that might be affecting Zackuse Creek. He would like Council to consider stricter regulations in these areas as well as a reconsideration of the Inglewood and Thompson Hill Basin plans.

City Manager Report

- Beaver Lake Management District Renewal

City Manager Ben Yazici explained that the Beaver Lake Management District will expire at the end of 2016. Community Development Director Jeff Thomas and Senior Planner Evan Maxim explained the process to renew the BLMD.

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to Executive Session at 8:55 pm and returned at 9:22 pm

MOTION: Councilmember Gerend moved to authorize the City Manager to execute an amendment to the CR2A Agreement with David and Megan Gee to permit the Gees to submit a shoreline variance application that includes a proposed reduction in the shoreline setback. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Meeting adjourned at 9:25 pm

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor

COUNCIL  *MINUTES*

Special Meeting
December 8, 2015

Deputy Mayor Huckabay called the special meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:

Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama
Councilmember Nancy Whitten

Councilmembers absent:

Mayor Tom Vance

MOTION: Councilmember Whitten moved to excuse Mayor Vance. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Staff present:

Lyman Howard, Deputy City Manager
Jeff Thomas, Community Development Director
John Cunningham, Interim Director of Public Works
Cheryl Paston, Deputy Director of Public Works
Joe Guinasso, Finance and Technical Services Director
Jessi Bon, Parks & Recreation Director
Kim Adams Pratt, Assistant City Attorney
Tim Larson, Communications Manager
Lita Hachey, Deputy City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Whitten led the pledge.

Approval of Agenda

MOTION: Councilmember Odell moved to approve the agenda including the Consent Agenda. Councilmember Gerend seconded.

Councilmember Valderrama requested adding Arch funding and a discussion of the SE 4th Street funding to the agenda to be placed under New Business.

Councilmember Odell would like to add the cancelation of the December 15th Council meeting to New Business.

MOTION: Deputy Mayor Huckabay moved to waive the Council rule which does not allow the addition of agenda items at a Special meeting. Councilmember Whitten seconded. Motion was approved unanimously 6-0.

MOTION: Councilmember Odell moved to approve the consent agenda as amended. Councilmember Keller seconded. Motion was approved unanimously 6-0.

Presentations/Proclamations

- **Recognition:** Councilmember Whitten

Deputy Mayor Huckabay and Councilmember Gerend presented Councilmember Whitten with a plaque for her service as a Councilmember.

Public Comment

Nirav Gosalia and the First Lego Robotics Team, Showed a PowerPoint presentation regarding their team project of reducing the use of plastic bags in Sammamish.

Scott Hamilton, 19727 SE 19th Street, Spoke regarding Councilmember Whitten service with the City. He presented her with his environmental award.

Harry & Claradell Shed, 2313 Sahalee Dr. E, Spoke regarding Councilmember Whitten's service with the City.

Gail Twelve, 19727 SE 19th Street, Thanked Councilmember Whitten for her service to the City.

Deb Sogge, Sammamish Chamber of Commerce, Spoke regarding Councilmember Whitten service with the City and thanked her for her dedication to the community.

Karen Moran, 20705 SE 3rd Way, Thanked Councilmember Whitten service with the City and dedication.

Tom Hornish, 1237 E Lk Sammamish Shore Lane SE, Spoke regarding Councilmember Whitten service with the City and thanked her for the impact she has had.

Greg Reynolds, 4329 210th Place NE, Spoke regarding the NE 42nd Street barricade and a non-functioning opticon/barricade gate during an emergency situation.

Tom Harmon, 4369 SE, Klahanie, Thanked Councilmember Whitten for her service with the City.

Consent Agenda

Resolution: Final Plat Sienna Lane (R2015-656)

Resolution: Adopting An Amended Policy For Facility Rentals At The Beaver Lake Lodge And Pavilion (R2015-657).

Resolution: Adopting An Amended Policy For Co-Sponsorship For City Facility Use (R2015-658.

Contract: Sports Turf Maintenance/Rich Landscaping, Inc.

Contract: Parks Landscape Maintenance/Badgley's Landscape, LLC

Contract: Custodial Services/Top to Bottom Janitorial, Inc.

Contract: Electrical Services/Sequoyah Electrical, LLC

Contract: Plumbing Services/Hermanson Company, LLC

Contract: HVAC Maintenance/Pacific Air Control, Inc

Contract: Right of Way Landscape Maintenance/Badgley's Landscape, LLC

Contract: Right of Way Slope Mowing/Plantscapes, Inc.

Contract: Storm Sewer System Cleaning/Everson's Econo Vac

Contract: Storm Pond Mowing/Plantscapes, Inc.

Contract: Parks and Streets Sweeping/Best Parking Lot Cleaning, Inc.

Contract: Fencing Maintenance/Industrial Solutions, Inc.

Contract: Tree Services/Swift Tree Care, Inc.

Contract: Pool Commissioning Services/Engineering Economics

Resolution: Adopting An Amended Policy For Non-Profit Use Of City Facilities.

➤ **METRO 2040 Long Range Transit Service Plan**

John Cunningham, Interim Director of Public Works, showed a PowerPoint presentation and discussed the METRO 2040 Long Range Transit Service Plan. (*available on the City of Sammamish website at www.sammamish.us*)

Council directed the Transportation Committee to continue to discuss this matter their meeting tomorrow, December 9, 2015 at 10:00 am, at City Hall.

Council Committee Reports

Councilmember Bob Keller – Discussed the Sound Cities (SCA) Committee Action Committee meeting. Committee appointments will be at the SCA at the Public Issues Committee (PIC) meeting. At the next Eastside Fire and Rescue (EF& R) personnel committee meeting, they will be making their recommendation for the Fire Chief position.

Deputy Mayor Kathy Huckabay – reported on the EF&R Ad hoc Operations committee. This committee will soon be known as the Finance and Administrative Policy committee.

Councilmember Tom Odell - reported on the Water Resource Inventory Area 8 committee.

Public Hearing - None

Unfinished Business - None

New Business

Calendar Changes

The December 15, 2015 Regular meeting is cancelled.

The January 19, 2016 Regular meeting is cancelled. Commission interviews will be held on January 5th and January 12th, 2016.

Amendment to the Arch Funding in 2016 Budget

MOTION: Councilmember Valderrama moved for a reconsideration of the Arch funding at a meeting in January or February, 2016, date to be determined by City Manager. Councilmember Whitten seconded. Motion carried unanimously 6-0.

Deputy City Manager, Lyman Howard stated that staff will not proceed to disperse funds until after the discussion has been held in 2016.

SE 4th Funding in Budget

MOTION: Councilmember Valderrama moved for a reconsideration and discussion of the \$4.5 million funding for SE 4th Street Improvements, at a future meeting to be determined by the City Manager. Councilmember Whitten seconded. Motion carried unanimously 6-0.

Deputy City Manager, Lyman Howard will schedule a presentation on the SE 4th Street Improvements at a Council meeting in early 2016.

MOTION: Deputy Mayor Huckabay moved to cancel the December 15, 2015 Regular Meeting. Councilmember Gerend seconded. Motion was approved unanimously 6-0.

Council cancelled the December 15, 2015 Regular Meeting and the January 19th Meeting. The Study Session on January 12th become a Regular Meeting with interviews and voting on the new Commission members.

Council Reports

Councilmember Gerend reported on the Washington Wildlife and Recreation Coalition meeting.

Councilmember Valderrama thanked Nancy Whitten for her service and wished everyone a Merry Christmas, Happy Hanukah and happy holidays.

Councilmember Odell reported on the Kokanee workgroup. He also wished everyone a happy holiday.

Councilmember Keller spoke regarding the City Volunteer Recognition dinner last evening. . He also wished everyone a happy holiday.

Councilmember Whitten wished the City Council all the best in the New Year.

Deputy Mayor Kathy Huckabay attended the Kiwanis Club sponsored 12th Annual Santa breakfast. She also spoke about the Art East organization and their move to the Beaver Lake Lodge.

City Managers Report

John Cunningham reported on the incident that occurred in November with the Opticon gate at NE 42nd Street and what measures will be taken in the future to improve the situation.

Maintenance staff will test this location on a regular basis. King County signal shop currently does maintenance on these gates. A wiring problem was located in the City's hand held testing unit. The Redmond Fire Department did not have the ability to over-ride the Opticon system. The knocks box did

not operate as it should. City has received a new box from Redmond fire to override the gate. A battery powered option will also be added. AMR currently does not have access to use the gate.

City Manager, Ben Yazici's last day will be February 9, 2016. Deputy City Manager, Lyman Howard requested that the City use a Head Hunter to conduct the search for the Public Works Director and Deputy City Manager positions.

Executive Session – None

Meeting adjourned at 9:20 pm

Lita Hachey, Deputy City Clerk

Kathleen Huckabay, Deputy Mayor



Memorandum

Date: January 5, 2016

To: Ben Yazici, City Manager

From: Beth Goldberg, Director of Administrative Services

Re: 2017 – 2015 Solid Waste Collection Contract

On December 1, 2015, staff had intended to present to the City Council its recommendations related to the City's 2017 – 2025 solid waste collection contract. That presentation was delayed when Waste Management sought a temporary restraining order from King County Superior Court to prevent the City of Sammamish from awarding the contract.

On December 22, 2015, King County Superior Court considered the matter and denied Waste Management's request for a preliminary injunction. The Court also dissolved the temporary restraining order. As a result, the City Council is now free to consider awarding the City's 2017 – 2025 solid waste collection contract.

Attached to this memorandum are all of the materials related to the 2017 – 2025 solid waste collection contract previously included in the December 1, 2015 Council packet. These materials include:

- Proposed resolution awarding the City's 2017 – 2025 solid waste collection contract to Republic Services
- Agenda bill related to the proposed resolution awarding the City's 2017 – 2025 solid waste collection contract to Republic Services
- A memo discussing the solid waste collection contract bid alternatives (to be considered if the City Council approved the aforementioned resolution awarding the 2017 – 2025 solid waste collection contract to Republic Services)
- Agenda bill related to the proposed resolution authorizing the City Manager to finalize the terms of the City's 2017 – 2025 solid waste collection contract
- Proposed resolution authorizing the City Manager to finalize the terms of the City's 2017 – 2025 solid waste collection contract (to be considered if the City Council approves the aforementioned resolution awarding the 2017 – 2025 solid waste collection contract to Republic Services)
-

Staff will be presenting from these materials at the January 5, 2015 City Council meeting.



Meeting Date: January 5, 2016

Date Submitted: 11/24/2015

Originating Department: Admin Services

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation | |

Subject: A resolution that, if approved by the City Council, would award the City's 2017 – 2025 solid waste collection contract to Republic Services.

Action Required: A motion approving the resolution that awards the City's 2017 – 2025 solid waste collection contract to Republic Services.

Exhibits:

1. Resolution
2. Draft Contract

Budget: Unless the City chooses to enact an administrative fee on the contract, there is no budget impact. An administrative fee is optional. Cities who enact administrative fees typically charge between 1 – 15%. The fee is designed to offset City costs for administering the contract. It is a cost that would be borne by rate payers. Currently the City of Sammamish does not charge an administrative fee. If this resolution is passed by Council, the subject of the administrative fee will be discussed with Council when it considers the bid alternatives.

Summary Statement:

A resolution that, if approved by the City Council, would award the City's 2017 – 2015 solid waste collection contract to Republic Services.

Background:

The contracts under which Sammamish residents and businesses receive solid waste collection services expire on December 31, 2016, giving the City of Sammamish the opportunity to procure a new solid waste collection contract effective January 1, 2017.

Process Overview: Based on direction provided in City Council Resolution 2014-596, staff initiated a competitive bidding process to secure the City's next solid waste collections contract.

Resolution 2014-595, which passed with a 7-0 vote, states:

The Sammamish City Council hereby directs the City Manager to conduct a procurement process for the 2017 solid waste hauler contract using a cost-based competitive bidding process. The City Manager shall use prudent measures during the process to ensure that bidders are competent and that the collection contract used for the bidding process shall include provisions that support high levels of service delivery consistent with the expectations of City residents and businesses.

Based on guidance provided by the City Council and following extensive outreach with the major solid waste collection companies in the region, which included meetings with the City Manager and opportunities for the solid waste haulers to review and offer input on the draft contract and Request for Bids (RFB) documents, the City issued its Solid Waste Collection RFB on June 30, 2015. Even after the RFB was issued in June, the City afforded prospective bidders additional opportunities to ask questions about the bid documents. The City issued three addenda to the RFB in response to questions and feedback we received from prospective bidders.

The bid instructions made it clear to prospective bidders that the City would award the contract to the “lowest responsive, responsible bid” based on a service mix contained in the draft contract contained in the RFB. The bid instructions also made it clear to prospective bidders that they were not to alter the bid documents. In a cost-based competitive bidding process it is essential to the integrity of the process that the bid amounts are presented in a consistent manner to ensure an apples-to-apples comparison of the bids. The methodology was designed to put price pressure on all of the bid alternatives to give the City Council the maximum flexibility in selecting the bid alternatives that make the most sense for Sammamish residents and businesses.

Bids Received: The City of Sammamish received two bids from two solid waste collection companies – Republic Services and Waste Management – on October 27, 2015¹, as follows.

Bids As Reflected on Form 2a

	Total Bid ²	
Republic Services	\$	714,664.97
Waste Management	\$	540,488.00

¹ The City received a letter from a third solid waste collection company, Recology, October 21, 2015 indicating that Recology would not be submitting a bid.

² The dollar amounts portrayed reflect what was submitted to the City on October 27, 2015 by each company. The amounts represent monthly revenues assuming the base bids plus **all** of the bid alternatives. The City may or may not choose to implement the bid alternatives (or a subset thereof). The dollar amounts submitted by the companies on Form 2a are subject to verification by the City.

However, a review of the Waste Management bid revealed that it did not conform to the City’s instructions, resulting in a \$182,996 understatement in the value of its bid. The Waste Management bid violated the bid instructions in two material ways:

- The formulas were altered to add in the cost of various “extras”
- The costs for the two embedded yard waste bid alternatives were presented in marginal cost terms rather than the amount to be added to each customer’s garbage rate as the instructions required

In addition to the material changes to Form 2a discussed above, Waste Management submitted six (6) contract modifications with its bid. The bid instructions allow for this, provided that the bidder describes the cost of the proposed modifications. However, Waste Management failed to provide costs. Staff’s review of the modifications suggest there are likely material costs associated with the proposed modifications and the potential for degraded service to residents if the modifications were adopted. Here are some examples of the modifications Waste Management sought:

- Remove language that would require Waste Management to credit customers for missed pick-ups during inclement weather
- Limit the opportunity for customers to expect next day pick-up for missed collections (would require customers to notify Waste Management by noon)
- Allow Waste Management to propose the elimination of certain recyclables from the collection in the event that the market for those recyclable items face adverse circumstances
- Give Waste Management a one week grace period for missed collections before the customer would be eligible for a credit on their bill
- Alter the rate of inflation provisions to never allow rates to decrease in the event that inflation is negative

Staff conducted a similar review of the Republic Services bid. That review identified a \$10.00 math error resulting from what appears to be an inadvertent change to the bid form 2a. Republic Services also made some minor modifications to the bid cover sheet. Staff concludes that these two issues are minor and immaterial. Unlike Waste Management, Republic Services did not submit any contract modifications.

When taking these changes into account, Republic Services becomes the apparent low bidder using the bid calculation methodology contained in the RFB.

	Original Bid	Corrected Bid
Waste Management	540,488	723,848
Republic	714,665	714,675

Waste Management Bid Rejected as Non-Responsive: Based on its review of the Waste Management bid and the City’s conclusion that Waste Management materially altered its bid, as reflected on Form 2a,

in violation of the bid instructions, the City rejected the Waste Management bid as non-responsive on November 2, 2015.

Since the bid rejection, Waste Management has asserted to the City that its bid offers lower prices to Sammamish citizens once alternatives are chosen by the City Council and a contract awarded based on same. These assertions are not verifiable given Waste Management's failure to include the cost of contract modifications in its bid, which resulted in two incomparable bids.

Republic Services Bid: The Republic Services bid is the lone "responsive, responsible" bid. While final rate impacts on residents will depend on which – if any – bid alternatives the Council selects, the Republic Services bid would save most Sammamish residents an estimated 3 – 21% off the current rates. Based on staff's review, Council could choose to award the City of Sammamish's 2017 – 2025 solid waste collection contract to Republic Services. The attached resolution, if passed by the City Council, is the vehicle by which Council could make that decision.

Timing and Next Steps: It is important to award the City's solid waste collection contract in a timely manner to allow the selected hauler sufficient time to begin servicing the entire City effective January 1, 2017. Currently, the City of Sammamish is serviced by two separate haulers – Waste Management serves the portion of the City north of Inglewood Hill Road/NE 8th Street and Republic Services serves the portion of the City south of Inglewood Hill Road/NE 8th Street. The 2017-2025 contract offers Sammamish an important opportunity to unify the City under a single contract with consistent service throughout the City. The hauler awarded the 2017-2025 solid waste collection contract will need time to buy new equipment, establish new routes and perform community outreach tasks in order to begin serving the entire City.

If the City Council chooses to adopt the resolution awarding the 2017-2025 solid waste collections contract to Republic Services, staff will next work with Council to determine which bid alternatives – if any – it wants integrated into the final contract. Staff would then use that direction to finalize the contract provisions.

Financial Impact:

Unless the City chooses to enact an administrative fee on the contract, there is no budget impact. An administrative fee is optional. Cities who enact administrative fees typically charge between 1 – 15%. The fee is designed to offset City costs for administering the contract. It is a cost that would be borne by rate payers. Currently the City of Sammamish does not charge an administrative fee. If this resolution passes, the subject of the administrative fee will be discussed with Council when it considered the bid alternatives.

Recommended Motion:

A motion awarding the City's 2017-2025 solid waste collection contract to Republic Services.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2016-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON CITY COUNCIL, AWARDING THE CITY'S
2017 – 2025 SOLID WASTE COLLECTION CONTRACT TO
REPUBLIC SERVICES.**

WHEREAS, the City of Sammamish's (the "City") existing solid waste collection contracts expire on December 31, 2016; and

WHEREAS, the City Council unanimously passed Resolution R2014-596, authorizing the City Manager to conduct a cost-based competitive procurement process; and

WHEREAS, the City issued a solid waste collection request for bids (RFB) on June 30, 2015; and

WHEREAS, the City offered prospective bidders numerous opportunities to offer input to the City Manager on the structure of the RFB and the draft contract prior to and after the issuance of the RFB, which included meetings with prospective haulers, opportunities for industry review, and comment on the draft documents; and

WHEREAS, the City issued three addenda to the RFB in response to industry feedback; and

WHEREAS, bids from prospective haulers were due to the City at 4:30 p.m. on October 27, 2015; and

WHEREAS, the City received bids from two haulers – Republic Services and Waste Management – on October 27, 2015; and

WHEREAS, the City reviewed the bids and determined that the Waste Management bid was non-responsive because it materially altered a bid form resulting in Waste Management's bid being grossly understated; and

WHEREAS, Republic Services remains the lone responsive and responsible bidder;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Sammamish City Council hereby awards the City's 2017 – 2025 solid waste collections contract to Republic Services.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF JANUARY, 2016.

CITY OF SAMMAMISH

Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 24, 2015

Passed by the Council:

Resolution No: R2016 - _____

OCTOBER 9, 2015 VERSION - REVISED PER RFB ADDENDUM #3. NOTE:
All revisions identified in Addendum #1 have been accepted in this version and
only revisions related to this Addendum #3 are tracked.

RFB APPENDIX A

**DRAFT Comprehensive Garbage, Recyclables, and Compostables Collection
Contract**



**City of Sammamish
And
[Insert]**

January 1, 2017 – December 31, 2025

Exhibit 2

**Comprehensive Garbage, Recyclables, and Compostables
Collection Contract
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Exhibit 2

This Comprehensive Garbage, Recyclables, and Compostables Collection Contract (“Contract”) is entered into by and between the City of Sammamish, a municipal corporation of the State of Washington (“City”), and _____ (“Contractor”), to provide for the collection of Garbage, Recyclables, and Compostables from Single-family Residences, Multifamily Complexes, and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

The parties, in consideration of the promises, representations, and warranties contained herein, agree as follows:

RECITALS

WHEREAS, the City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Compostables collection services to all residents, businesses, and institutions located within the City Service Area; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City conducted a thorough and exhaustive competitive process; and

WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City had the right at any time during the process to reject any or all of the competitors, regardless of their proposals or prices; and

WHEREAS, having completed the competitive process, the City has selected the best candidate to provide the services outlined in the competitive process; and

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the services as requested in the competitive process; and

WHEREAS, the City desires to enter into this Contract with the Contractor for the services outlined in the competitive process and included below;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and Contractor do hereby agree as follows:

AGREEMENT

This Comprehensive Garbage, Recyclables, and Compostables Collection Contract (hereafter, “Contract”) is made and entered into this _____ day of _____, 2015 (hereafter the “Date of Execution”), by and between the City of Sammamish, a municipal corporation (hereafter, the “City”), and _____, a Washington corporation (hereafter, the “Contractor”).

DEFINITIONS

Administrative Fee: The term “Administrative Fee” means a City-defined percentage fee that is included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Franchise Fee is separate from and distinct from any itemized utility, sales or other taxes that may be assessed from time to time.

Bulky Waste: The term “Bulky Waste” means discrete items of Garbage of a size or shape that precludes collection in regular collection containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, stumps, or items that cannot be safely lifted by two collection employees onto a collection vehicle.

Cart: The word “Cart” means a Contractor-provided 20-, 32-, 45-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant and kept in sanitary condition by the Contractor at all times.

Change of Control: The term “Change of Control” means any single transaction or series of related transactions by which the beneficial ownership of more than 50% of the voting securities of the Contractor is acquired by a person or entity, or by an affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

City: The word “City” means the City of Sammamish, King County Washington. As used in the Contract, use of the term “City” may include reference to the Mayor, or his/her designated representative.

City Service Area: The term “City Service Area” means the service boundaries indicated in Attachment A as of the Date of Commencement of Service, as revised from time to time in accordance with Section 3.1.2.

Commercial Customer: The term “Commercial Customer” means non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Contractor: The word “Contractor” means _____, which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Compostables.

Container: The word “Container” means any Micro-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, and shall include both loose and compacting Containers.

County: The word “County” means King County, Washington State.

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Curb or Curbside: The words “Curb” or “Curbside” refer to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking sidewalks, driveways, or on-street parking.

Customer: The word “Customer” means all users of the services provided by the Contractor as contained herein, including property owners, managers, and tenants.

Date of Commencement of Service: The term “Date of Commencement of Service” is January 1, 2017, which is the date that the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

Date of Execution: The term “Date of Execution” means the date that this Contract is executed by all signatories.

Detachable Container: The term “Detachable Container” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: The word “Driveway” means a privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: The term “Drop-box Container” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Excluded Materials: Means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste materials.

Extra Unit: The term “Extra Unit” means excess material that does not fit in the Customer’s primary Container. In the case of Cart services, an Extra Unit is 32-gallons, and may be contained in either a plastic bag or Garbage can. In the case of Containers for Garbage one (1) cubic yard or more in capacity, an Extra Unit is one (1) cubic yard.

Food Scraps: The term “Food Scraps” means all compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor’s selected composting site. Food Scraps shall not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon mutual agreement of the parties to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

Garbage: The word “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, cold bagged ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or “sharps” used for the administration of medication for personal use can be included in the definition of Garbage, provided that they are placed within a sealed secure container and in conformance with current Health District sharps management policy.

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and as agreed upon by the City and the Contractor. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Compostables.

Garbage Can: The term “Garbage Can” means a Container that is a water-tight, rodent and insect resistant galvanized sheet-metal or plastic container kept in a usable, safe and sanitary condition by their owners at all times that does not exceed four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle.

Hazardous Waste: The term “Hazardous Waste” means any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- C. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition as determined by the City after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.

King County Disposal System: The term “King County Disposal System” means the functional elements owned, leased, or controlled by King County, Washington (per the City’s Solid Waste Interlocal Agreement with King County) for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan.

Micro-can: The word “Micro-can” means a water-tight plastic ten (10) gallons in capacity Container; fitted with two sturdy handles, one on each side; and, fitted with a tight cover.

Multifamily Complex: The term “Multifamily Complex” means multiple-unit Residences with multiple attached or unattached units billed collectively for Garbage collection service.

Office Hours: The term “Office Hours” means the period 7:00 am to 6:00 pm, Pacific Standard Time.

On-call: The term “On-call” means the provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

Compostables: The word “Compostables” means Yard Debris and Food Scraps separately or combined.

Private Road: The term “Private Road” means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Putrescible Waste: The term “Putrescible Waste” means Garbage that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to be capable of attracting or providing food for animals, including but not limited to food waste, used diapers and pet waste.

Public Street: The term “Public Street” means a public right-of-way used for public travel, including public alleys.

Recycling: The word “Recycling” refers to the preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The word “Recyclables” means the materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Attachment C.

Residence/Residential: The words “Residence” or “Residential” mean a living space with a kitchen that is individually rented, leased, or owned.

Single-family Residence: The term “Single-family Residence” means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed individually and located on a Public Street or Private Road.

Source-separated: The term “Source-separated” means certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other materials.

Strike Contingency Plan: The term “Strike Contingency Plan” means the plan that the Contractor will develop pursuant to Section 3.1.20 of this Contract.

Transition and Implementation Plan: The term “Transition and Implementation Plan” means the plan that the Contractor will develop pursuant to Section 3.1.23 of this Contract.

WUTC: The term “WUTC” means the Washington Utilities and Transportation Commission.

Yard Debris: The term “Yard Debris” means leaves, grass, branches and clippings of woody, as well as fleshy plants and trees. Materials larger than four (4) inches in diameter, four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials.

1. TERM OF CONTRACT

The term of this Contract is nine years, starting on the Date of Commencement of Service and ending on December 31, 2025.

2. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- *Compliance With Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact whatsoever on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the City Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of continuing to collect all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the City Service Area that may be built out or developed during the term of this Contract.

3. SCOPE OF WORK

3.1 General Collection System Requirements

3.1.1 City Service Area

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area.

3.1.2 Annexation

Any areas annexed into the City during the term of this Contract shall be addressed outside of this Contract through separate franchise or other arrangement. Unless the Contractor is providing solid waste collection service within the annexed area under a permit from the WUTC at the time of annexation, the City shall have no obligation to offer such annexed areas to be served by the Contractor nor shall the Contractor have an obligation to service such areas. If the Contractor is providing solid waste collection service within the annexed area under a permit from the WUTC at the time of annexation, then RCW 35.13.280 shall govern the respective rights and obligations of the parties with respect to solid waste collection service.

Any area annexed into the City prior to the term of this Contract shall be subject to the terms and conditions of the controlling franchise applicable to that annexation area at the time of annexation. When the controlling franchise's term for each individual annexation area expires, that annexation area shall then be provided service under the authority, terms and conditions of this Contract. The City and Contractor mutually agree and acknowledge that the service area associated with the Klahanie annexation dated December 31, 2015 shall not be brought under the authority, terms and conditions of this Contract except by mutual agreement between the City and Contractor.

3.1.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-family Residence Customers is impractical due to distance or unsafe conditions, the Contractor may request the City evaluate on-site conditions and make a determination of the best approach for providing safe and appropriate service to the Customer. The City's determination shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customers and may require a road damage waiver agreement in a form previously approved by the City. In such event, if the Customers refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customers will only be serviced from the closest Public Road access. Such determination that damage is probable must be approved in writing by the City prior to any action or refusal of service by the Contractor.

3.1.4 Hours/Days of Collection

All Contractor collections within the city shall be made between the hours of 7:00 a.m. and 6:00 p.m. on the consistent weekday, unless the City authorizes a temporary extension of hours or days. Saturday

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collection is allowed to the extent consistent with make-up collections, and holiday, inclement weather schedules and Commercial Customer preferences.

3.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. In that event, the Contractor shall immediately remove that person from further performance of work under this Contract.

3.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers lacking the ability to place containers at the Curb, at no additional charge. To be eligible for this service, there shall be no other person capable of setting out Containers living or residing at the Residence of the Customer applying for this service.

3.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (typically New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-family Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling shall be included in written program materials, on the Contractor's web site, and via press releases to general news media in the Sammamish area by the Contractor the week prior to the holiday affecting service.

3.1.8 Inclement Weather

The Contractor shall monitor winter weather conditions and shall take all reasonable measures to minimize Customer inconvenience. Those measures may include, but are not limited to, pre-placing equipment at a City-provided site the night before a potential inclement weather incident to limit arterial access problems on hills.

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The Contractor shall provide all collection services unless weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property. In that event, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by telephone, text or e-mail of the areas not to be served by 6:00 a.m. on the same business day. Once Contractor vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously reported to the City, shall be approved by a route supervisor and reported to the City when collections are finished for that day. The Contractor shall coordinate missed collection areas so that Customers either have all or none of their materials collected to avoid Customer complaints and calls. The Contractor shall provide automated notification calls, texts, or e-mails (at Customers' preference) to all missed Customers by 3:00 p.m., including information on when their next collection is expected.

The Contractor shall collect Garbage, Recyclables, and Compostables from Customers with interrupted service on the following day (Monday, in the case of missed Friday collections). When service is resumed, the Contractor shall collect reasonably accumulated excess volumes of materials equal to what would have been collected on the missed collection day from Customers at no extra charge.

Weather policies shall be included in program information provided to Customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including Sammamish area daily newspapers, and KING AM, KIRO, KOMO, and KUOW radio stations) notifying residents of the modification to the collection schedule. The City may specify additional media outlets for Contractor announcements at the City's discretion.

If Garbage collection is interrupted for two consecutive weeks (for example: Wednesday Customers are missed for two consecutive Wednesdays) due to inclement weather, the Contractor shall provide two City-approved collection locations within the City Service Area where any Residential Customer, regardless of collection day, may bring their Garbage for drop-off at no additional cost to the Customer. One site shall be defined by the City and one shall be arranged by the Contractor. These sites shall remain open for collection until regularly scheduled service resumes for those missed areas. In addition, the Contractor shall credit Customers for the non-disposal component of the missed services.

3.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to repeated damage to Contractor-provided containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer after prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

This section shall not apply to delinquent accounts.

3.1.10 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer on the next business day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports. (See Reporting requirements set forth in Section 3.3.4).

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall be permitted to charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

3.1.11 Same Day Collection

Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. The collection of Garbage, Recyclables, and Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

3.1.12 Requirement to Recycle and Compost

The Contractor shall recycle all Source-separated Recyclables collected and compost all Source-separated Compostables collected, unless express prior written permission is provided by the City. The City's goal is to maintain a contamination level of no greater than ten percent (10%) by volume for collected Recyclables and no greater than three percent (3%) by volume for collected Compostables. The Contractor shall use facilities that:

- Process materials to a high standard to maximize the recovery and recycling of all incoming recyclable and compostable materials;
- Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable or Compostable materials being misdirected to a market or disposal where they would not be recovered;
- Are designed and operated to minimize the residual stream of otherwise Recyclable or Compostable materials destined for disposal; and
- Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials do not cross-contaminate other separated Recyclable materials that are incompatible for the intended market consumer, rendering materials non-recyclable.

The City and Contractor agree that the Contractor is being fully compensated to recycle or compost materials to the highest level possible in keeping with specifications of market consumers. To this end,

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maximum cost-effective recovery is a primary objective, rather than minimizing the Contractor's costs for recycling or composting processing. To support this effort, the Contractor shall maintain a quality assurance program to ensure that collected materials from Residential sources are as clean as reasonably possible and that Customers are continually educated and provided feedback by the Contractor on the quality of their Recyclables and Compostables set out for collection..

3.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-family Residence no later than ninety (90) days prior to the Date of Commencement of Service. Likewise, the Contractor shall indicate, on maps acceptable to the City, the regularly scheduled collection days for Garbage, Recyclables, and Compostables from each Multifamily Complex and Commercial Customer.

The Contractor may change the day of Single-family Residence collection by giving written notice to the City at least forty-five (45) days prior to the effective date of the proposed change and obtaining written approval from the City. Upon City approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes for the collection day. Seven (7) days prior to the approved day change, the Contractor shall tag all affected Customers' Garbage Containers, as well as notify all affected Customers via email and robo-call of the pending changes. Upon completing collections the week prior to the change, the Contractor shall update their website with a new collection area map that highlights affected areas. The Contractor shall collect double the normal Garbage amount for no additional fee for one week following implementation to ensure that missed Customers are not charged extra. The Contractor shall obtain the prior written approval from the City of the notice to be given to Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing the notice and any revised City educational materials that inform these Customers of their collection day.

The Contractor may change the day of Multifamily Complex or Commercial Customer collection by giving at least fourteen (14) days written notice of pending changes of collection day to the affected Customers. The Contractor shall obtain from the City written approval of a collection day change prior to Contractor's notification of the Multifamily Complex customer or Commercial Customer, and of the form of any notice of such change to be given to affected Multifamily Complex or Commercial Customers, which approval the City shall not unreasonably withhold or delay. The Contractor shall be responsible for the cost of designing, printing, and distributing any notifications and any revised City educational materials that inform these Customers of their collection day.

3.1.14 Vehicle and Equipment Type/Age/Condition/Use

The Contractor shall use model year 2016 or later natural gas collection vehicles, Back-up vehicles used fewer than thirty (30) operating days per calendar year may be older, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and it is expected that the Contractor will make such vehicles available to ensure smooth and effective collection services throughout the City Service Area.

Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable

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placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for Compostables collection shall have a switchable placard that clearly indicates that they are Compostables collection vehicles. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to the prior written approval of the City. The use of unauthorized switchable placards, or lack of switchable placards on collection vehicles shall be cause for performance fees as described in Section 5.1. Vehicles used in the performance of this Contact shall only be used for the collection of materials they are otherwise designated for.

Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or City streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used within the City Service Area until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or Containers prior to them being removed from service shall be cleaned up or removed within three (3) hours of being noticed by route staff, customers, or the City, and shall be remediated by the Contractor at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City-designated spill hotline of any spills that enter drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, as described in Section 5.1. The Contractor shall notify the City and Customer of any leakage from non-Contractor-owned Containers immediately so that those spills may be addressed in a timely manner.

The Contractor shall maintain all vehicles used in the City Service Area in a manner intended to achieve reduced emissions and particulates, noise levels, operating cost, and fuel use.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer service telephone number, and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted by the City; provided they are either painted directly on vehicles or on special placards attached to vehicles. City approval shall be in writing and solely within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away, stating "Driving or Spillage Complaints? Call [number]" with a local direct number provided to the Contractor's operations staff. The vehicle inventory number shall be displayed adjacent to this message.

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with, and drivers shall use, back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service

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issues. The system shall incorporate photo documentation of route exceptions. The resulting data shall be uploaded to the Contractor's Customer service database no less than hourly to allow Customer service personnel to be fully apprised of route progress, and be able to address misses and other Customer inquiries in near real-time.

3.1.15 Container Requirements and Ownership

All collection services provided under this Contract specifically include the costs of the associated Garbage, Recycling and Compostables Container and the cost of Contractor-provided Containers are incorporated in the Garbage fees included in Attachment B, unless Container rental for a particular service is specifically listed in Attachment B, such as rent for Drop-box Containers.

Single-family Residence, Multifamily Complex, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service. Plastic bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

In the event the Customer uses a Garbage Can for Extra Units, the Contractor shall handle the Customer-owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers.

Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced by the Contractor's collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned or -secured Containers. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular Container is compatible, the City shall make a final determination.

3.1.15.1 Garbage, Recyclables, and Compostables Carts

The City assigns its ownership rights and interest in the previous contractor's in-place Cart inventory to the Contractor. For the purposes of this Contract, these in-place Carts distributed by the previous contractor shall be maintained to Contract standards, with the exception that Carts placed in service by the previous contractors shall be considered Contract compliant, even if they are a different color than required by the City for new Containers.

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 5.

The Contractor shall provide 10-gallon Micro-cans or 20-, 32-, 45-, 64-, and 96-gallon Garbage Carts for the respective level of Garbage collection, and 32-, 64-, and 96-gallon Recyclables and Compostables Carts for the respective level of Recyclables or Compostables collection. Carts used under the City's previous contracts and assigned to the Contractor may vary in size and those Carts may vary up to eight percent (8%) in volume capacity from the stated sizes (e.g. 35, 60 and 96 gallon carts are acceptable) and will be considered contract-compliant. All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed screening or label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All Cart colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory, and

Exhibit 2

shall be a color consistent with the collection material it is used for and subject to the requirements of Section 3.1.15.4. All Carts must have materials preparation instructions and telephone and website contact information either screened or printed on a sticker on the lid.

Replacement Carts and Carts provided to new Customers during the term of the Contract may be previously used, but shall be clean, in good condition and with new or near-new instructional decals in-place prior to Cart distribution.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement. The Carts shall contain instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), and procedures to follow to minimize potential fire problems.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and forward written or electronic repair notices that day to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of an accident, act of nature or the elements, fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after notice from the Customer or City.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart more frequently than a time period allowing for reasonable wear and tear during the term of the Contract or due to negligence or misuse, the Contractor may charge the Customer for the depreciated value of the Cart, based on 10-year straight-line depreciation, and shall forward in writing the Customer's name and address to the City with a full explanation of incident(s). In the event that the problem continues, the Contractor may discontinue service to that Customer; provided the City provides previous written approval.

3.1.15.2 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install 1-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers, and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's request. Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service in accordance with the rates listed in Attachment B. The Contractor may not charge Customers any fees, charges, rates, or any expenses in connection with Drop-box Container service other than those rental rates listed in Attachment B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 3-cubic yards and under; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Containers shall be repainted as needed, or upon notification from the City.

The Contractor shall contact the City's Fire Marshal and obtain a determination concerning the conditions under which plastic Detachable Containers may be used. The Contractor shall use plastic Detachable Containers at all locations where allowed by the City's Fire Marshal to minimize noise impacts. Each plastic

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Detachable Container shall be marked with an additional sticker warning Customers and the Contractor's staff where the Container may not be placed as determined by the City's Fire Marshal.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) before being supplied to a Customer who had not used it earlier. The Contractor shall provide an On-call Container cleaning service to Customers. The costs of On-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

As between the Contractor and the City, all Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by or taken over by the Contractor and was in use if the City, Health Department inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard.

Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced by front load, rear load, or Drop-box Container collection vehicles to be eligible for collection. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment.

3.1.15.3 Ownership

At the end of the Contract term or in the event the Contract is terminated for any reason, all Containers used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Compactor Drop-boxes and Drop-boxes and Detachable Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

Upon written notice to the Contractor, the City may elect to assign this potential ownership of said Containers to a third-party. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercise of its rights under this Section 3.1.15.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

3.1.15.4 Container Colors and Labeling

Contractor-provided Containers used for the collection of Garbage, Recyclables and Compostables shall be specified in writing by the City no later than one hundred and eighty days prior to the Date of Commencement of Service, and shall apply only to new Containers delivered to Customers, not Containers placed at Customer locations under the City's previous collection contract.

All Garbage Carts, Recycling Carts, and Compostables Carts shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and website address, either screened or printed on a sticker on the lid and shall be subject to the prior written approval of the City. Cart and Container size shall be clearly screened, molded-in, molded-on, imprinted, or otherwise labeled on each Cart and Container provided by the Contractor. Information shall be screened on, molded-

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in, or molded-on the Carts, or printed on durable UV-resistant label stock squarely affixed to each Cart. All screening, molding, or labels shall be approved in writing by the City prior to ordering by the Contractor.

The Contractor shall re-label all existing Carts assigned to the Contractor by the City from the previous contractor with City-approved and Contractor-provided labels no later than March 31, 2017. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and a website address, either screened or printed on a sticker, all subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor once every five (5) years or upon Customer or the City's request for any particular Container. The City may waive the five-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers. Labels and molded or screened information on all other Containers shall be replaced by the Contractor when faded, damaged, or upon City or Customer request.

Newly distributed Contractor-provided Containers provided under this Contract shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name.

3.1.15.5 Container Weights

The Contractor may charge an overweight fee for Micro-cans or Garbage Carts exceeding two (2) pounds per gallon of Container capacity and Garbage Cans exceeding fifty-five (55) pounds, unless a Customer has flagged their account for no extras or overweight collection. In that case, the Contractor may refuse collection and tag the Container with an explanation and the actual measured weight of the overweight Container.

If a Recycling or Compostables Cart exceeds the limits specified for Garbage Carts, the Contractor shall collect the Cart if it can safely do so, and provide notification to the Customer via written tag or phone call that they must reduce the Cart weight to continue to receive collection. The Contractor shall not be required to collect subsequent overweight Carts provided that an actual Cart weight is measured and provided in writing to the Customer and the City. Overweight fees shall not apply to Recycling or Compostables Carts.

No specific weight restrictions are provided for Detachable Containers; however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

3.1.15.6 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers upon service cancellation within seven (7) days of the final paid collection service date or upon three (3) days of specific Customer, property manager, property owner, or

Exhibit 2

City request. The contents of Containers removed after a Customer's final paid collection service shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting) at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

3.1.15.7 Container Placement

The Contractor shall provide Container placement direction to Customers in educational and promotional materials to minimize the blocking of driveways and sidewalks in such a way that might hinder or block pedestrians.

The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require the Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

3.1.16 Inventory of Vehicles and Facilities

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

3.1.17 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials that occurs during collection shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall provide initial notification to the City within four hours, document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City within one business day of the initial incident. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for performance fees, as described in Section 5.1. The Contractor expressly acknowledges that it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any Contractor-supplied Container observed by the Contractor, Customer or City to be leaking shall be replaced by the Contractor within one business day of the Contractor's observation, Customer request or notification from the City. In the event that leakage from Customer-owned Containers or Containers leased

from third parties is observed by the Contractor, the Contractor shall immediately inform the City and Customer of the leakage.

3.1.18 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by City-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the Contractor and the City each agrees to negotiate in good faith and in accordance with Section 7.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions thereof (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the monthly reports described in Section 3.3.4.1.

3.1.19 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient manner, continue to collect Garbage, Recyclables, and Compostables 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 or the Contractor's Customers.

3.1.20 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to cover Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within one week following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for

Exhibit 2

temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.

4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within one week following the initiation of the disruption.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate any or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

In the event that a disruption lasts more than one week, the Contractor shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in City-approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

The Contractor shall provide a Customer credit for all service missed equal to the Customers' regular rate minus the disposal component on the Customer's next regular invoice and shall proactively inform Customers of this policy in Contractor communications to Customers.

The City and Contractor agree that the following special City compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay the City monthly by the tenth day of the following month:

1. An amount equal to the Administrative Fee reduction due to the Customer credits for reduction in service so that the City does not experience any Administrative Fee revenue loss due to those Customer credits.
2. An additional City cost reimbursement amount of one thousand dollars (\$1,000.) for each day of Labor Disruption to reimburse City staffing and other costs for managing the impacts of the Labor Disruption;
3. A performance fee of two thousand dollars (\$2,000.) a day for each day of Labor Disruption from the 1st day to the 7th day of the Labor Disruption;
4. A performance fee of five thousand dollars (\$5,000.) a day for each day of Labor Disruption from the 8th day to 14th day of the Labor Disruption; and
5. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption for every day beyond the 14th day of Labor Disruption.

The performance fees listed as 2 through 5, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees or otherwise is not provided by the Contractor. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees or otherwise at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the daily performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Customers receiving substantially equivalent service on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

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The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of twenty thousand dollars (\$20,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City invoice.

Fees paid by the Contractor under the terms of this Section 3.1.20 are not regular performance fees for the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold referenced in Section 5.2 (6).

3.1.21 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available assistance with site planning and building design review to either the City and/or property owners/managers. The assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building owners/managers when realigning Garbage, Recyclables, and Compostables services. All assistance shall be provided by the Contractor in a timely manner so as to not delay the planning and review process.

Assistance shall include, but not be limited to reviewing and providing comments on building designs and site plans to ensure that those designs and plans incorporate:

- Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project;
- adequate floor and vertical space for the storage and collection of Containers for all materials;
- adequate access for vehicles to collect and empty Containers, including overhead clearance, turning radius, and access that does not require backing across sidewalks or violating any City code;
- avoidance of surface water drains and ditches when considering Container locations and developing strategies for containment of any potential leaks; and,
- strategies to reduce interior and exterior noise and emissions.

All communications regarding this process shall be conducted electronically via email.

3.1.22 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities whether located on public or private property, including street curbs. If such improvements, facilities, utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the City for repairs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying the City immediately in writing, call the City to inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the Contract. The City shall not be

liable for any damage to property or person caused by the actions of the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal implications from said actions.

3.1.23 Transition and Implementation of Contract

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than ninety (90) days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family, Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service. The Contractor shall separately describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for City prior review and written approval.

3.1.24 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City of Sammamish routes for the previous hauler(s) at the time that the previous collections contract(s) expired and have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment.

Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole in regard to the workers pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under the Contractor's bargaining agreement.

3.1.25 Performance Review

The City may, at its option, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited, to a review of the Contractor's performance relative to requirements and standards established in this Contract. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) days of completion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the service failure or proceed with the contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this Section 3.1.25 or Section 5.1 shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

The City may, at its option, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. The City shall bear the costs of staff, City-retained consultants and performance incentives (if used) and the Contractor shall bear the costs of staff and route costs to perform the monitoring.

3.1.26 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or City offices, at the City's option, on an every-other-weekly basis during the first six months of the contract and monthly or as requested by the City throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal Office Hours and shall be supervised by the Contractor's staff.

3.1.27 Collection/Disposal Restrictions

All Garbage collected under this Contract, as well as residues from processing Garbage, Recyclables and Compostables, shall be delivered to the King County Disposal System to the extent necessary for City to comply with its Interlocal Agreement with King County, unless otherwise directed in writing by the City..

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Garbage containing obvious amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a written notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 5.1. The City shall not be liable or legally responsible in any way for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any such damage or legal implications resulting from said collection.

The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Hazardous Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews (including but not limited to any household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and radioactive material) and that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Hazardous Waste or any such other materials is received.

Garbage collected by the Contractor may be processed to recover recyclable material, provided that the residual is disposed in accordance with the City's Inter-local Agreements with King County as it currently exists as of the Date of Execution of this Contract or as thereafter amended, or as otherwise directed by the City in writing, and the Contractor receives prior written approval from the City of the Contractor's procedures and policies for diverting Garbage for processing. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station, or such other disposal fee as the City directs the Contractor to use in writing, and shall charge hauling fees no higher than provided for in Attachment B.

3.1.28 Emergency Response

The Contractor shall provide the City with the use of the Contractor's reasonable available labor and equipment for assistance in the event of a City disaster or emergency declaration. Contractor services shall be provided immediately upon City directions and paid at the Contract rates in Attachment B.

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly and annual reports required under Section 3.3.4. The Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

3.2 Collection Services

3.2.1 Single-family Residence Garbage Collection

3.2.1.1 Subject Materials

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The Contractor shall collect all Garbage placed at Curbside for disposal by Single-family Residence Customers in, and adjacent to Micro-cans, Garbage Cans, bags, and Garbage Carts. The Contractor shall offer carry-out service to Disabled Customers at no charge (per Section 3.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B.

3.2.1.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. Micro-cans and Garbage Carts shall be delivered by the Contractor to Single-family Residence Customers within seven (7) days of the Customer's initial request.

3.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

1. 10-gallon Micro-can
2. 20-gallon Garbage Cart
3. 32-gallon Garbage Cart
4. 45-gallon Garbage Cart
5. 64-gallon Garbage Cart
6. 96-gallon Garbage Cart

Sunken can service, where a Customer maintains a below-grade vault to hold their Container of any size, is prohibited under this Contract. On Customer request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Cart with no Putrescible Wastes. Customers subscribing at this service level will continue to receive regularly scheduled Curbside Recycling and Compostables services.

Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no charge to the Customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence Customer no less than two business days prior to that Customer's regular collection.

Collections shall be made from Single-family Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set out location.

Carry-out charges shall be assessed in twenty-five (25) foot increments only to those Customers for whom the Contractor must move a Container over five (5) feet to reach the curb at the collection vehicle's nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Micro-can, Garbage Can, or Garbage Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Container weight is documented in writing, and the Customer agrees to pay for special handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written notification as to why it was not collected. Customers may specify to the Contractor that they may not be charged for overweight or extra Containers, in which case any such Containers shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

The Contractor shall advise Customers on appropriate strategies for addressing wildlife problems, including providing information on Customer behavioral changes, additional containerization, appropriate set-out times and locations and, when necessary, shall provide enhanced carts at no additional cost to resolve particular problems with small wildlife. The Contractor shall also offer bear-resistant Carts to requesting Customers at the additional rental and service fee detailed in Attachment B.

3.2.2 Single-family Residence Recyclables Collection

3.2.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residences Customers as part of basic Garbage collection services, without extra charge. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared and either called-in or set-out Recyclables as described in Attachment C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2) feet.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Attachment C list.

3.2.2.2 Containers

The Contractor shall provide collection Containers to Customers at no charge. The default newly-distributed Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 64 or 96-gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart. In-place Carts assigned to the Contractor from the previous contractor may vary in size, however, Customers may request a smaller or larger Cart regardless of the Cart size originally provided to the Customer.

Recycling Carts shall be delivered by the Contractor to new Single-family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request.

3.2.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-family Residence Recyclables from subscribing Single-family Residence Customers for Garbage service. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Attachment C.

3.2.3 Single-family Residence Compostables Collection

3.2.3.1 Subject Materials

Compostables shall be collected from all subscribing Compostables Customers. Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate written problem notice explaining why the material was rejected.

3.2.3.2 Containers

The Contractor shall provide Compostables Carts to Customers at no additional charge, as part of the basic Compostables service. The default Compostables Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Compostables Carts on request to those Single-family Residence Customers requiring less capacity than provided by the default Compostables Cart. Compostables Carts shall be delivered by the Contractor to all subscribing Customers within seven (7) days of the Customer's initial request. . In-place Carts assigned to the Contractor from the previous contractor may vary in size, however, Customers may request a smaller or larger Cart regardless of the Cart size originally provided to the Customer.

Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft paper bags or properly labeled Customer-owned Garbage Cans. Customers choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the container's contents as "Yard Debris."

3.2.3.3 Specific Collection Requirements

Compostables shall be collected weekly March through November and every-other-week December through February on the same day as each household's Garbage and Recyclables collection from all subscribing Customers. Collections shall be made from Customers on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect up to ninety-six (96) gallons of Compostables each week from participating Customers. Compostables in excess of that limit may be charged as Extra Units in 32-gallon increments, as included in Attachment B. Customers may also subscribe for an additional Compostables Cart at the lower rate provided in Attachment B. For the two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge.

The Contractor shall provide annual holiday tree collection during the first two regular collection days in January at no additional charge for all Single-family and Multifamily Customers. Clean uncontaminated (e.g. no tinsel) trees up to six feet in length shall be collected without further preparation. The Contractor may require Customers to cut longer trees in half or as needed to meet processor requirements.

Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location.

3.2.4 Multifamily Complex and Commercial Customer Garbage Collection

3.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial Customers in or next to Containers.

3.2.4.2 Containers

Multifamily Complex and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for compacting Containers or unless otherwise set forth in this Contract and included in Attachment B.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial Customers within three (3) days of the Customer's initial request.

3.2.4.3 Specific Collection Requirements

Collections from both Multifamily Complex and Commercial Customers shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion..

Roll-out charges shall be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over five (5) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. Customers with hard-to-access Containers that require the Contractor to wait for Customer Container relocation or specialized Contractor equipment to relocate Containers for dumping may charge those Customers additional access and/or hourly fees consistent with Attachment B.

Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service in accordance with the rates listed in Attachment B.

3.2.5 Multifamily Complex and Commercial Recyclables Collection

3.2.5.1 Subject Materials

All Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall be collected as part of the basic Garbage collection services, without extra charge without limit. The City reserves the right

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to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

3.2.5.2 Containers

The Contractor shall provide Recycling Containers at no charge to all Multifamily Complex and Commercial Customers requesting Containers.

The Contractor shall recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

3.2.5.3 Specific Collection Requirements

Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor may deny a Customer collection if Excluded Materials or other materials that do not conform to the definition of Recyclables or do not meet Specifications are placed in a Container.

3.2.6 Multifamily Complex and Commercial Customer Compostables Collection

The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis, in accordance with the service levels selected by the Customer and at the service rates set forth in Attachment B.

3.2.6.1 Subject Materials

The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

3.2.6.2 Containers

Containers shall be provided to subscribing Customers at no additional charge. Compostables Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers within three (3) days of a Customer's initial request.

3.2.6.3 Specific Collection Requirements

Multifamily Complex and Commercial Customer Compostables collection shall occur at least weekly or more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion.

3.2.7 Drop-Box Container Garbage Collection

3.2.7.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer and the service rates set forth in Attachment B.

3.2.7.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 3.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be serviced, including Customer-owned compactors.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty containers by the Contractor to new and temporary Customers within three (3) business days after the Customer's initial request.

3.2.7.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box Containers shall be delivered to Customers within one business day of their initial request.

The Contractor may charge additional time or mileage only upon the Customer's prior approval and only when the Customer directs material to a facility other than the closest King County disposal facility. For example, Garbage that contains materials that are not accepted at King County transfer stations, but are still subject to County flow control direction to a designated or licensed facility other than the closest transfer station. In that case, the Contractor shall inform the Customer of the additional charges to transport the material to the proper facility.

3.2.8 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within twenty-four (24) hours after the Customer's initial request. The charges for all temporary Containers shall be included in Attachment B. The charges for temporary Detachable Container service as listed in Attachment B shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or Compostables collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.

3.2.9 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to Customers sponsoring special events within the City Service Area at the rates listed in Attachment B. The Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage,

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Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Compostables diversion is achieved.

The Contractor shall provide special event services as a bundle, with each event provided collection of Garbage, Recyclables, and Compostables. The provision of Garbage-only service is discouraged, and shall be offered on a case-by-case basis only upon prior written approval of the City.

3.2.10 City Services

The Contractor shall provide weekly Garbage and Recyclables and Compostables collection with the same collection frequency as provided to Single-family Residential Customers to the following City-owned municipal facilities as a part of this Agreement and at no additional charge:

FACILITY	ADDRESS
City Hall	801 228 th Avenue SE
Beaver Lake Lodge	25201 SE 24 th Street
Beaver Lake Park	2526 244 th Avenue SE
Beaver Lake Shop	25005 SE 24 th Street
East Sammamish Park (ESP)	21300 NE 16 th Street
Maintenance & Operations Center	1801 244 th Ave NE
Pine Lake Park	2405 228 th Ave SE
Sammamish Community & Aquatic Center	831 228 th Ave SE

The City may add facilities and parks in addition to those listed above, provided that no more than one additional facility or park may be added per year without additional compensation to the Contractor.

In cases in which Garbage, Recyclables or Compostables is generated through the performance by third parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Attachment B. For example, the City would pay Contractor for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations otherwise will be collected by the Contractor without charge to the City.

3.2.11 City-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for City-sponsored special events and clean-ups at no charge to the City or users. Container capacity shall be coordinated with City or event staff to

ensure that sufficient Container capacity and collection frequency is provided by the Contractor. These events shall include, but not be limited to:

- **Neighborhood and Code Enforcement Clean-up Support:** In areas designated by the City, Contractor shall support clean-up events and storm clean-up with up to 6 (six) Drop-box Containers per year. Contractor shall provide 10-40 yard Drop-box containers (or other sizes approved by the City) without charge to the City. Contractor shall waive delivery, rental, disposal/composting/recycling and other fees.
- **Contractor Community Support:** The Contractor shall provide no less than twenty thousand dollars (\$20,000.) of services annually to the Sammamish community, including but not limited to sponsorships, collection services, support to community organizations, scholarships or other community-support activities. The Contractor shall include a summary of community support activities in its annual report, including date of service or payment, organization name and organizational contact.
- **Collection at Special Events:** Contractor shall provide without charge, Garbage, Recycling and Compostables Containers and collection during the following events:
 - Fourth on the Plateau
 - Sammamish Days
 - Very Merry Sammamish
 - Concerts in the Park

At any time during the term of this Contract, the City may add or delete from the City-Sponsored Special Events in addition to those listed above, provided that if the number of Special Events exceeds five (5) events every year, the Contractor may receive additional compensation for those additional events in an amount to be negotiated with the City. In the event that the total volume of materials collected by Contractor from City-Sponsored Community Events increases by more than 20% above the baseline volume for such events established in the first year of this Contract, then Contractor's rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

3.2.12 On-call Bulky Waste Collection

The Contractor shall provide on-call Bulky Waste collection to any Customer.

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Attachment B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

Bulky Waste must be placed at the Curb by the Customers. The Contractor shall notify the Customer of the specific date that their item will be collected, the charge that will be made to their next bill, and where the item should be placed for collection.

The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall direct Customers to remove doors from refrigerators and freezers before collection and not to place Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.

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The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the hours and days specified in Section 3.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner.

3.3 COLLECTION SUPPORT AND MANAGEMENT

3.3.1 General Customer Service

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- Answering Customer telephone calls and e-mail requests;
- Informing Customers of current, new, and optional services and charges;
- Handling Customer subscriptions and cancellations;
- Receiving and resolving Customer complaints;
- Dispatching Drop-box Containers, temporary containers, and special collections;
- Billing; and,
- Maintaining and updating regularly as necessary a user-friendly internet website.

3.3.2 Specific Customer Service Requirements

The Contractor shall maintain a minimum of one (1) Customer service number specifically set up to handle calls from Sammamish Customers only. The Contractor's call center shall be open during Office Hours, excluding the holidays described in Section 3.1.7. Customer service representatives shall be available through the Contractor's call center during Office Hours for communication with the public and City representatives. Customer calls shall be taken during Office Hours by a person, not by voice mail. During all non-Office Hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls. The Contractor shall have a representative, or an answering service to contact such representative, available at the Customer emergency telephone number during all hours other than Office Hours.

The Contractor shall maintain a twenty-four (24) emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for City-use during all hours, including Office Hours. Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for performance fees in accordance with Section 5.1.2.

3.3.2.1 Customer Service Representative Staffing

During Office Hours, the Contractor shall maintain sufficient call center staff to promptly answer and handle complaints and service. During Office Hours, Customers shall not be required to navigate automated telephone answering option branches in order to speak with a Customer service representative, but shall be routed directly to a Customer service representative. If incoming telephone calls necessitate, the Contractor

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shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall provide and publicize a telephone number capable of handling service related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than telephone, including letters, e-mails, text messages or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the transition and implementation period shall be subject to prior City review and approval.

3.3.2.2 City Customer Service

The Contractor shall maintain staff that has management level authority to provide a point of contact for the majority of City inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

- Assisting City staff with promotion and outreach to Single-family Residences, Multifamily Complexes, Commercial Customers, and special events;
- Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and,
- Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues.

The Contractor shall also have designated operations and service experts that are knowledgeable and able to take action on issues for each of the service sectors, including but not limited to: Single-family Residences; Multifamily Complexes; Commercial Customers; and Customer and billing. Whomever the Contractor identifies for each of the roles described in this section shall be immediately accessible by City staff to address emerging problems as needed, and shall return City messages (telephone, text or e-mail) within four (4) hours of the City's leaving or sending a message.

Should the Contractor fail to meet the expectations for customer service to the City as described herein, the Contractor shall be assessed performance fees in accordance with Section 5.1.

3.3.2.3 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours voice mail or answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original phone call, letter, or internet communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

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The Customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City with the monthly report.

3.3.2.4 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than thirty (30) seconds. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours without navigating an automated phone answering system. An automated voice mail service or phone answering system may be used when the office – both the Customer Service Office and the Customer Service Center – is closed.

A Customer calling into the Customer service phone lines and placed on hold shall hear either City-specific messages or messages that are applicable and not misleading to City Customers.

3.3.2.5 Corrective Measures

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the telephone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the transition and implementation period from one (1) month prior to the Date of Commencement of Service, through the end of the fourth month after the Date of Commencement of Service, during which the Contractor shall have one (1) week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees for the Contractor.

3.3.2.6 Contractor Internet Website

The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum contact information, collection schedules, day of collection map that is dated as of the last change and always current, material preparation requirements, available services and options, rates and fees, inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit service requests and manage their services on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt. The website shall offer Customers the option to receive and pay their service bills on-line through a secured bill payment system that enables Customers to make one-time or ongoing payments via credit card or checking/savings account at no extra charge.

The website design shall be usability tested and then submitted for City approval a minimum of three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient website manager that is responsive to City requests for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be uploaded to the website within seventy-two (72) hours of the time of the request. Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of container set-out) shall be uploaded to the website within six (6) hours of the time of request. Changes requested by the City

that include a graphical component must be uploaded to the website within ten (10) days of the time of the request.

The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City translated in up to 3 languages, other than English, to be identified by the City. Upon City request, the Contractor shall provide a website utilization report indicating the usage of various website pages and e-mail option.

3.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

The Contractor's Customer service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-family Residence, Multifamily Complex and Commercial Customers. For new Customers, Customer service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have electronic access to Customer service data and history to assist them in providing excellent Customer service. The Contractor shall provide the City with internal customer service representative training and support information specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to City Customers. Any revisions to these materials shall be approved in writing (via e-mail) by the City prior to being used by customer service representatives.

The Contractor shall also provide the City with no less than five (5) phantom billing accounts representing various sectors to facilitate City monitoring of Customer communications and billing protocols. These phantom accounts shall be established in conjunction with the City and shall be accessible to the City and managed as if the City were a normal Customer using these accounts.

3.3.2.8 Customer Communications

The City and Contractor recognize that Customer preferences for their method of communication may change during the term of this Contract and agree to adjust customer service expectations to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

3.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed at least quarterly, and Multifamily Complex and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period. The Contractor's billing cycle parameters including, but not limited to the service period, invoice date, due date, late fee date, reminder date(s), container removal, and stop service date shall be submitted to the City in writing and is subject to

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written approval by the City. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees included as Attachment B. The Contractor may bill to Customers late payments and “non-sufficient funds” check charges, as well as the costs of bad debt collection, at rates and/or amounts that have been previously approved in writing by the City, and are included in Attachment B rates.

Customers may temporarily suspend collection services due to vacations or other reasons for as long and as often as desired in one (1) week increments and shall be billed pro-rata for actual services received.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
- Generating bills printed double-sided, on a minimum of thirty percent (30%) post-consumer recycled-content paper;
- Generating bills that include at a minimum a statement indicating the Customer’s current service level, current charges and payments, appropriate taxes and fees, Customer service contact information and website information;
- Generating bills that clearly state the date at which late fees will be assessed for non-payment;
- Generating bills that have sufficient space on the front of the bill for educational or informational messaging, as directed by the City;
- Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer. No transaction fees may be levied on any automated Customer payments;
- Accepting, processing, and posting payment data each business day;
- Accepting bill inserts for specific Customer sectors, subject to reimbursement from the City if additional postage costs apply;
- Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer’s bill for the excess collection, properly subscribe and de-subscribe “take no extra” flagged Customers and charge for additional services requested and delivered. This system shall maintain a Customer’s historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City’s record retention policy, and in a manner that is instantaneously accessible to Customer service representatives needing to refer to Customer service data and history;
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
- Collecting unpaid charges from Customers for collection services; and
- Implementing rate changes as specified in Section 4.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history) database. The Contractor shall ensure that at a minimum a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the Customer service database via e-mail or electronic media upon request. The City shall have unlimited rights to use the Customer service database, including, but not limited to, developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

3.3.4 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be reasonably modified from time to time at City request at no cost to the City. In addition, the Contractor shall allow City staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or Yard Debris/Organic Waste facility certified weight slips, and Customer charges and payments.

3.3.4.1 Monthly Reports

On a monthly basis, within thirty (30) days of the last day of each month, the Contractor shall provide a report containing the following information for the previous month:

1. A billing summary that provides the number of Customers billed at each service level (e.g. by container size, extra services) for each service sector (e.g., Single-family Residence, Multifamily Complex, Commercial Customers and Drop-box hauls by Container size), the total number of Customers for each type of service by sector, Customer receipts by each service level, and total billings.
2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Compostables, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
3. Reports from the Contractor's Customer service telephone system showing total call volume, total calls answered, average speed of answer, average hold time, total number of abandoned calls, abandonment rate, and average time to abandonment.
4. Website utilization report showing total number of Customers paying their bills on-line, total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each collection sector. Where item counts are more appropriate for certain Recyclables or Bulky Wastes

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(e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.

6. A summary of Recyclables market prices, contamination levels and processing residues disposed as Garbage and a description of the methodology used to determine contamination or residual levels (e.g. sample loads from an individual route truck, aggregate samples from all loads delivered to a facility, etc.).
7. A list of current disposal or processing fees per ton for each material collected.
8. A description of any vehicle accidents or infractions.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages related for City services and events.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field testing by the Contractor.

3.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A summary of community support activities, including date of service or payment, value of contribution, organization name and organizational contact.
3. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
4. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
5. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
6. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
7. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size and serial number of all Containers used at that address.
8. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to

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promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.

9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
11. A log of plans reviewed per Section 3.1.21

3.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to twelve (12) ad-hoc reports each year, at no additional cost to the City; provided that such reports do not require the Contractor in the aggregate to expend more than fifty (50) staff hours per year to complete. These reports may include Customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in such format and with such software compatibility as reasonably may be specified by City.

3.3.4.4 Other Reports

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington

3.3.5 Promotion and Education

The Contractor, at its own cost and at the direction and approval of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site commercial Recycling and Compostables technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City.

The Contractor shall annually contact, by telephone or site visit, the manager or owner of each Multifamily Complex site to encourage recycling participation, address concerns, space or contamination problems, offer additional or on-going education or training to tenants, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall every two (2) years during the duration of the Contract, beginning in January 2018, follow-up with each Commercial Customer by telephone or in person to address additional concerns, space or contamination problems, and offer additional education or training to tenant businesses. The Contractor shall attempt to reach each Commercial Customer by telephone no more than two (2) times, with a minimum of one (1) week separating each attempted telephone call, at which time, if unsuccessful, shall conduct a site visit to the Commercial Customer, if a local business. The Contractor's educational efforts to Commercial Customers shall include offering to perform waste audits to determine areas that need

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improvement, developing and covering the cost of stickers or signage for interior collection containers, and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall, upon request of a Commercial Customer or a tenant business, and at the Contractor's expense, conduct a site visit within one week of the request to review existing services, determine recycling potential, and assess space constraints for additional Containers.

Any additional promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content, and method of delivery. The City shall review and approve all materials and a minimum of a two (2) weeks City review period shall be provided in all cases by the Contractor to allow sufficient time for City review and approval.

3.3.6 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the City's previous contractor to the City's new Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 3.1.15.3, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

The Contractor shall provide a detailed Customer list in an electronic format acceptable to the City, including Customer name, contact information (i.e., telephone number and e-mail address, if available), service address, mailing address, collection service levels and frequencies, and Container rental service levels to the successive contractor within seven (7) days of initial request by the City.

Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

4. COMPENSATION

4.1 Compensation to the Contractor

4.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily Complex, and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

In event that a Customer places Excluded Materials or Unacceptable Materials in a Container and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as

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approved by the City. Actual costs shall include additional transportation, handling and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

The City is not required under this Contract to make any payments to the Contractor for services performed, or for any other reason, except as specifically described in this Contract or for services the City obtains as a Customer.

In the event that the Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

4.1.2 Itemization on Invoices

City, County, and Washington State solid waste taxes and sales taxes, if applicable and allowed, shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The City contract fees shall not be itemized separately on Customer invoices.

All Recyclables collection costs and revenues shall be included in the Garbage collection rates for all Customers and are included in the Customer rates listed in Attachment B.

Charges for excess Garbage or Compostables, Multifamily Complex and Commercial Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Attachment B.

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers and those costs are included in the rates provided in Attachment B. In no case shall Customers be separately charged sales taxes paid by the Contractor on its equipment and Containers.

4.2 Compensation to the City

4.2.1 Fees Paid to City

The Contractor shall pay to the City a one-time fee of twenty-five thousand dollars (\$25,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee on or before the fifteenth (15th) day of each month during the term of this Contract, starting on February 15, 2017. The Administrative Fee shall be based on the gross revenues received by the Contractor from Customers under this Agreement since the last Administrative Fee payment (or start of the Contract in the case of the initial Administrative Fee payment),

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excluding Drop-box disposal fees. The initial Administrative Fee shall be assessed at (____%) of gross revenues. The Contractor's obligations to pay the Administrative Fee shall extend past the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The rates included in Attachment B, as modified during the term of this Contract, include the Administrative Fee and Customers shall not be separately charged an itemized Administrative Fee. Attachment D contains an example of how the Administrative Fee is included in rates, and lists the Contractor's service rate, the City's share of the retail rate, the State excise tax associated with the Administrative Fee, and the combined retail rate. Any adjustments to the Administrative Fee rate shall be calculated in a manner consistent with the example shown in Attachment D.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's actual receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad debt recovery.

The Administrative Fee percentage rate may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% in 2015), as may be adjusted from time to time by the State of Washington.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 6.13, Permits and Licenses.

4.3 Compensation Adjustments

4.3.1 Annual CPI Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B, excluding waste disposal fees, for each level of service shall increase or decrease each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2018 will be based on the CPI for the twelve (12) month period ending June 30, 2017.

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2018. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2017. In the event that the Contractor does not submit a Rate Adjustment Statement by October 1st, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1st of that year for the applicable period and the Contractor shall lose the right to appeal this action.

On City review and verification, the new rates shall take effect on January 1st of the following year, and Customers shall be notified by November 15th, forty-five (45) days prior to the new rate going into effect. Should ratepayers not receive notification by November 15th, due to missed deadlines by the Contractor, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue. An example of rate adjustments due to Consumer Price Index changes is provided in Attachment D.

4.3.2 Periodic Adjustments

Periodic adjustments shall be made to Contractor collection rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified by the Contractor in its bid and included in Attachment B of this Contract.

An example of rate modifications due to disposal fee changes is provided in Attachment D.

4.3.3 Changes in Disposal or Compostables Processing Sites

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal, including full disclosure of relevant cost impacts, for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The Contractor's rates pursuant to this Contract in such a case shall be adjusted so as to pass through any resulting additional costs incurred by or savings to the Contractor. The City and Contractor agree to negotiate in good faith and to make any changes to the rates to accomplish a pass-through of any such costs or savings.

If the Contractor is unable to find a processing site for all collected Compostables, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected Compostables, such as Food Scraps, from the Contract and the City and Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Compostables or the site that was originally used for processing Compostables is able to resume taking the dropped materials, the City reserves the right to reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

4.3.4 Other Modifications

Except as otherwise expressly provided for by this Contract, Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees other than directed by the City subject to 4.3.3, the value or processing costs of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system.

4.3.4.1 New or Changes in Existing Taxes

If new City, County, or Washington State taxes or fees are imposed or the rates of existing taxes are changed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the five thousand dollar (\$5,000) threshold and if so, to determine the amount and the method of adjustment.

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In the event that road or bridge tolls are implemented that affect the Contractor's operations under this Contract, the City and Contractor agree to enter into good faith negotiations to adjust compensation accordingly, without meeting the five thousand dollar (\$5,000) cost threshold referenced in the preceding paragraph.

4.3.4.2 Changes in Service Provision

In the event that either the Contractor or City initiates any changes in how Contract services are provided that reduce Contractor costs, including, but not limited to, such measures as taking advantage of the regional direct disposal rate, the Contractor shall promptly notify the City in writing of such reduced costs and rates shall be reduced within thirty (30) days of the subject change so that the City and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings.

4.4 Change in Law

Changes in federal, State, or local laws or regulations that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's sole option. If the City requires review of financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and shall take such other steps as are reasonably feasible and appropriate to protect the confidential nature of Contractor's documents.

5. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees and Section 5.2 details default provisions and procedures.

5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present a documented incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. Performance fees shall include, but are not limited to:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).

	Action or Omission	Performance fees
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five thousand dollars (\$5,000) per vehicle per day.
3	Failure to promptly clean-up or collect leaked or spilled materials after notification by the City.	Twice the cost of cleanup to the City or King County, plus five hundred dollars (\$500) per incident.
4	Repeated leakage or spillage from Contractor vehicles or of vehicle contents after City notification to the Contractor of the problem.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	Two hundred fifty dollars (\$250) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification. \$50.00 each incidence business day after notification	One hundred dollars (\$100) per incident to a maximum of one thousand dollars (\$1,000) per vehicle per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
7	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	One thousand dollars (\$1,000) per block segment if collection is not performed by the following day.
8	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
9	Failure to deliver Containers within twenty-four (24) hours of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
10	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
11	Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per incident.
12	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
13	Failure to maintain clean, sanitary and properly painted Containers, vehicles and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.

	Action or Omission	Performance fees
14	Collection of Recyclables, Yard Debris, or Compostables in a vehicle designated for Garbage collection without the express written permission of the City.	Five thousand dollars (\$5,000) per vehicle, per incident, with no maximum.
15	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until all service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
16	Failure to deliver Garbage, Recycling and Compostables Containers to all existing Multifamily Complex and Commercial Customers as requested on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
17	Failure to include City authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-family Residences, or failure to affix required City authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
18	Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.14.	One hundred dollars (\$100) per placard per vehicle per day.
19	Inability to reach the Contractor's staff via the emergency telephone number.	Five hundred dollars (\$500) per incident.
20	Charging Multifamily Complex Customers or Commercial Customers for Recycling services that otherwise should be provided at no additional charge.	Refund of fees paid by the Customer plus five hundred dollars (\$500) per incident.
21	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
22	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 5.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The decision of the City shall be final.

5.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the Contractor shall be in default of the Contract should, including but not limited to, any of the following occur:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract for reasons other than a labor disruption addressed in Section 3.1.20;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
5. The Contractor fails to make any required payment to the City, as specified in this Contract; or
6. The Contractor is assessed performance fees in excess of twenty thousand dollars (\$20,000) during any consecutive six (6) month period.
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 3.1.20.
8. The Contractor fails to correct performance failures identified through the City's performance review in a timely manner pursuant to Section 3.1.25.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered

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discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor’s performance bond fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from the Contractor and the surety on the Contractor’s performance bond as damages all expenses incurred, including reasonable attorney’s fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City.

If City employees provide Garbage, Recyclables or Compostables collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor’s performance bond.

6. NOTICES

All notices required or contemplated by this Contract shall be in writing and personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by the City:

To City: City Manager
City of Sammamish
801 228th Ave SE
Sammamish, WA 98075

To Contractor: _____

7. GENERAL TERMS

7.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Recyclables and Compostables placed in designated Containers and set out in the regular collection locations within the City Service Area. The City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business; to Yard Debris generated and hauled by private landscaping services; or to Compostables hauled by common or private carriers.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or City-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables.

Exhibit 2

Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

7.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that, upon reasonable notice, shall be available for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office in King County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 4.4.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within ten (10) business days of the request. The weight slips may be requested for any period during the term of this Contract.

7.3 Insurance

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

7.3.1 Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Pollution liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Public Entity shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed. The Public Entity shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

7.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) per accident.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) each occurrence, and a five million dollars (\$5,000,000) general aggregate.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

7.3.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and previously approved in writing by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

7.3.4 Other Insurance Provisions

The insurance policies are to contain or be endorsed to contain the following provisions for Automobile Liability, Commercial General Liability and Contractor's Pollution Liability.

The coverage shall state that the Contractor's shall apply separately to each insured against whom claim is made or suit is brought , except with respect to the limits of the insurer's liability.

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

7.3.5 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIII.

7.3.6 Verification of Coverage

Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

7.3.7 Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement 20 26 07 04.

7.3.8 ACORD Form

If an "ACORD" form of Certificate of Insurance is provided to the City pursuant to this section, it must include the following:

Wording to be added in the Description Section - "Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately upon receipt of insurer's notification to that effect to the City of Sammamish, by certified mail."

7.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount of one million dollars (\$1,000,000). The bond, letter of credit, or other similar instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration.

7.5 Indemnification

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees,

Exhibit 2

arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7.6 Confidentiality of Information

Under Washington State law, documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") by or submitted to the City may be public records subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor in writing regarding the public records request, as allowed by Chapter RCW 42.56.540. Per City policy, the Contractor shall be provided ten (10) business days after such notification within which to seek a court order prohibiting the release of the records. The City assumes no contractual obligation to enforce any exemption. Nevertheless, if the Contractor within such 10-day period initiates action for a court order prohibiting the release of any records, the City agrees to await a determination with respect to the matter before releasing the applicable records.

7.7 Assignment of Contract

7.7.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) calendar day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

7.7.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract any of the services provided under this Contract that directly affect Customers or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the city's sole discretion.

In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment,

subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

Supplier agreements for vehicles, part, fuels, and other general supplies are exempt from this reporting requirement.

For the purposes of this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

7.7.3 Merger or Sale of Contractor Operations

In the event the Contractor wishes to change the trade name under which it does business within the City Service Area, the Contractor shall designate to the City the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in penalties assessed against the Contractor in accordance with Section 5.1.2.

7.8 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

7.9 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any material violation of the provisions of this section shall be grounds for termination or suspension of the Contract by the City, and may result in the Contractor's ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply

Exhibit 2

with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

7.10 Permits and Licenses

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

7.11 Relationship of Parties

The City and Contractor intend that an independent City/Contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

7.12 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's term. The Contractor shall provide the City a detailed list of all such separate agreements with Customers upon City request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

7.13 Bankruptcy

It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on the day and at the time the order for relief is entered.

7.14 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services

Exhibit 2

The City may also renegotiate this Contract should any Washington State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 3.1.18, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and the Contractor.

A failure by the parties to reach agreement on any matter as to which either party has a right to renegotiate under this section or under any other section of this Contract shall not in and of itself result in a termination of this Contract or give rise to any right on the part of either party to terminate this Contract, nor shall a failure of the parties to reach such an agreement otherwise affect the validity or enforceability of this Contract.

7.15 Force Majeure

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone or email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 3.1.8.

7.16 Illegal Provisions

Exhibit 2

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

7.17 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.18 Incorporation of Contractor’s Proposal in Response to City’s RFB

The Contractor’s bid submittal, dated XXX, submitted in response to the City’s Request for Bids, is incorporated by reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor’s bid and all associated clarifications and supplemental bid materials. In the case of conflict between the Contractor’s bid and this Contract, the provisions of this Contract shall prevail. The City may approve changes to vehicle and Container make, model and specifications at the City’s discretion.

7.19 Disputes Resolution

The parties shall attempt to resolve any and all disputes to the mutual satisfaction of both parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall, within one (1) year of first notification of such dispute, be submitted to non-binding mediation before a mediator selected from a list of mediators acceptable to both the City and the Contractor. All costs of mediation, including the City’s attorney’s fees and expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal proceedings prior to completion of the non-binding mediation.

7.20 Entirety

This Contract and the attachments affixed hereto are herein incorporated by reference and represent the entire agreement or contract terms between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

By _____
(Print) _____

CITY OF SAMMAMISH
By _____
XXX, Mayor

Approved as to Form:
By _____
City Attorney

Attachments

- Attachment A: City Service Area
- Attachment B: Contractor Rates

Attachment C: Recyclables List
Attachment D: Rate Modification Example

DRAFT

Attachment D

Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The sum of the collection and Administrative Fee components listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left[1 + \frac{nCPI - oCPI}{oCPI} \right]$$

- Where
- NCC = The new collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Administrative Fee components, adjusted for excise tax on the Administrative Fee, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2017.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

Exhibit 2

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and
 - NTF = The new disposal fee, dollars per ton; and
 - ODC = The old disposal charge component of the customer rate for a particular service level;
 - OTF = The old disposal fee, dollars per ton; and
 - A = Pre-excise tax adjusted disposal component; and
 - CETR = Current excise tax rate (the current State excise tax rate; 0.015 used for this example).

For example, using an initial one 32-gallon cart rate of \$x.xx per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$120 to \$130 per ton starting on January 1, 2018, the old disposal component is \$x.xx, and the State Excise Tax rate is 0.015, the January 2018 Customer charge for one 32-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$x.xx \times \left[1 + \frac{(144.3-143.2)}{(143.2)}\right] = \$x.xx$$

$$\text{New Disposal Component} = [\$x.xx \times (130/120)] \text{ plus excise tax adjustment of } \$0.01 = \$x.xx$$

Thus, the new Customer charge for one 32-gallon cart per week Residential Curbside service will be \$x.xx plus \$x.xx, ...

Exhibit 2



Memorandum

Date: December 1, 2015

To: Ben Yazici, City Manager

From: Beth Goldberg, Director of Administrative Services

Re: Solid Waste Collection Contract Bid Alternatives

In the event that the City Council chooses to award the City's 2017 – 2025 solid waste collection contract to Republic Services, staff will need direction from the City Council about which bid alternatives – if any – should be included in the final contract.

By way of background, the City's bid parameters required prospective bidders to submit costs for a base set of services (Base bid), plus five bid alternatives. It is up to the Council to decide which – if any – bid alternatives to select for inclusion in the final contract.

Base Bid Overview:

The Base bid – based on direction provided by the City Council – will afford Sammamish residents enhanced service, including:

- Weekly curbside recycling service (presently residents north of Inglewood Hill Road receive every other week recycling service)
- All residents will receive contractor-supplied garbage carts as part of their service and existing garbage cart customers will no longer pay a cart rental fee
- Bear-resistant carts will be available for a fee to customers
- Commercial customers will receive recycling services embedded in their garbage rate

Under the Base bid, compostables collection will continue to be offered on a subscription basis and remain on the current schedule, which is weekly collection March – November and every other week December through February.

If the City Council chooses to award the City's 2017 – 2025 solid waste collection contract to Republic Services, most residential customers will see their monthly rate decrease by \$1.04 to \$9.87 in 2017 relative to what they are currently paying¹. All residential customers should see

¹ Commercial garbage base rates are going up under the new contract because recycling will be embedded in the base rate, as is currently the case for residential customers. Presently, recycling is offered to commercial customers on a subscription basis outside of the City's contracts. However, many customers who currently subscribe separately for recycling collection will save money. For example, a 2 yard container customer paying an average of \$142/mo. plus \$82/mo. for a 4 yard recycling container will now pay \$191.20 for both instead of \$224.10.

rate decreases under the Base bid except for certain customers under one service scenario (approximately 1,940 Waste Management customers who use 32 gallon carts or less than 14% of total Sammamish single family customers) without compostables collection will see rates increase \$0.15/month relative to 2015 rates.

BASE SERVICE PACKAGE – NO ALTERNATIVES SELECTED			
Single Family Service Level	Current 2015 Rates		New 2017 Republic Rate
	WM	Republic	
32 gal garbage cart only, no compost	\$24.51	\$26.43	\$24.69
32 gal garbage cart with compost	\$35.84	\$41.04	\$32.69
64 gal garbage cart only, no compost	\$33.72	\$35.94	\$32.68
64 gal garbage cart, with compost	\$45.05	\$50.55	\$40.68

Bid Alternatives:

The City’s bid parameters required prospective bidders to submit costs for five bid alternatives. The bid process was set up this way to allow Council to make final decisions about which services – if any – to select based on bid prices. These bid alternatives are not mutually exclusive.

- Weekly Year-Round Subscription Compostables Collection:** This bid alternative would expand the existing subscription compostables collection service to weekly year-round. The City has received feedback from customers that every-other-week compostables collection causes a hardship when there are big storms in that customers have to wait to dispose of debris. In addition, weekly compostables collection may also encourage residents to dispose of more food waste in their compostable bin, allowing the City to divert more of its waste away from Cedar Hills Landfill. Some customers are reluctant to dispose of food scraps in their yard waste cans when the pick-up is every-other week. Currently 63% of Sammamish’s residential customers subscribe to compostables collection.

If the City Council chooses to award the City’s 2017 – 2025 solid waste collection contact to Republic Services and to select this bid alternative, Sammamish rate payers who subscribe to compostables collection services would only have to pay \$0.30 more per month for the service relative to the Base rate outlined above and still see a savings from what they are currently paying, ranging from \$2.85 per month to \$9.57 per month. This bid alternative does not impact rates for those customers who do not subscribe to compostables collection services.

BASE SERVICE PACKAGE + Alt #1 – Weekly Year Round Subscription Compost			
Single Family Service Level	Current 2015 Rates		New 2017 Republic Rate
	WM	Republic	
32 gal garbage cart, with subscription compost	\$35.84	\$41.04	\$32.99
64 gal garbage cart, with subscription compost	\$45.05	\$50.55	\$40.98

Staff Recommendation: Staff recommends that Council select this bid alternative for the final contract if subscription service is retained. Customers would enjoy increased service at a lower price than what they are currently paying.

- Embedded Split-Schedule Compostables Collection:** This bid alternative would “embed” (include) the costs of compostables collection in the garbage rate for *all* single-family customers whether they currently use the service or not, assuming a continuation of the current split schedule (i.e. weekly collection March – November and every other week collection December – February). This is similar to how recycling services are provided under the current contracts. The advantages of this approach are (1) that it encourages more customers to participate, allowing Sammamish to increase its diversion rate from the landfill, and (2) that it significantly lowers the cost of this service for most customers in that the cost of the service is spread across a larger base. This disadvantage of this approach is that it would require customers to pay for the service regardless of whether they use the service. Presently 63% of Sammamish residents subscribe to compostables collection services.

If the City Council chooses to award the City’s 2017 – 2025 solid waste collection contact to Republic Services and to select this bid alternative, Sammamish rate payers who currently subscribe to compostables collection services – or 63% of customers – would save between \$5.15 and \$11.87 per month relative to current rates. Those customers who do not currently subscribe to compostables collection services would see their rates increase by \$2.74 - \$6.18 per month relative to current rates.

BASE SERVICE PACKAGE + Alt #2 – Split-Schedule Embedded Compost			
Single Family Service Level	Current 2015 Rates		New 2017 Republic Rate
	WM	Republic	
32 gal garbage cart only, no compost	\$24.51	\$26.43	\$30.69
32 gal garbage cart with compost	\$35.84	\$41.04	\$30.69
64 gal garbage cart only, no compost	\$33.72	\$35.94	\$38.68
64 gal garbage cart, with compost	\$45.05	\$50.55	\$38.68

- Embedded Year-Round Weekly Compostables Collection:** This bid alternative is similar to the previous bid alternative with one major difference. Rather than embedding the cost of split schedule (i.e. weekly collections March – November and every other week collections December – February), embedded compostable service would be offered on a weekly basis year-round. Presently 63% of Sammamish residents subscribe to compostables collection services.

If the City Council chooses to award the City’s 2017 – 2025 solid waste collection contact to Republic Services and to select this bid alternative, Sammamish rate payers who currently subscribe to compostables collection services – or 63% of customers – would save between \$4.85 and \$11.57 per month relative to current rates. Those customers who do not currently subscribe to compostables collection services would see their rates increase by \$3.04 - \$6.48 per month relative to current rates.

BASE SERVICE PACKAGE + Alt #3 – Weekly Embedded Compost			
Single Family Service Level	Current 2015 Rates		New 2017 Republic Rate
	WM	Republic	
32 gal garbage cart only, no compost	\$24.51	\$26.43	\$30.99
32 gal garbage cart with compost	\$35.84	\$41.04	\$30.99
64 gal garbage cart only, no compost	\$33.72	\$35.94	\$38.98
64 gal garbage cart, with compost	\$45.05	\$50.55	\$38.98

- Expanded Recyclables Collection:** The Base bid assumes curbside collection of a mix of recyclables that is similar to what customers can recycle at the curbside under the current contracts. Under this bid alternative, customers would have an opportunity to recycle at the curbside an expanded array of materials, including cooking oil and kitchen grease; household batteries; household plastics; light bulbs; wood scrapes and certain household appliances.

If the City Council chooses to award the City’s 2017 – 2025 solid waste collection contact to Republic Services and to select this bid alternative, residential customers would pay \$0.47 more per month for the service relative to the Base bid. Relative to what they are currently paying, most Sammamish residential customers would see a monthly savings of \$0.57 - \$9.40 relative to their current rates.

BASE SERVICE PACKAGE – Alt #4 – Expanded Recyclables			
Single Family Service Level	Current 2015 Rates		New 2017 Republic Rate
	WM	Republic	
32 gal garbage cart only, no compost	\$24.51	\$26.43	\$25.16
32 gal garbage cart with compost	\$35.84	\$41.04	\$33.16
64 gal garbage cart only, no compost	\$33.72	\$35.94	\$33.15
64 gal garbage cart, with compost	\$45.05	\$50.55	\$41.15

Staff Recommendation: Staff recommends that Council select this bid alternative for the final contract. Customers would enjoy increased service at a lower price than what they are currently paying.

- **Reduced Fleet Standard:** The Base bid assumes the hauler will use Model Year 2016 Compressed Natural Gas (CNG)-fueled trucks. This bid alternative, if adopted, would allow the hauler to use older Model Year 2012 and newer trucks and a vehicle age limit of 10 years through term of the contract.

If the City Council chooses to award the City's 2017 – 2025 solid waste collection contact to Republic Services and to select this bid alternative, Sammamish rate payers would save between \$0.07 and \$0.12 per month off of the base bid.

Staff Recommendation: Staff recommends that Council reject this bid alternative. The savings to the customer is negligible and using older vehicles could create risks to the environment and customer service in the event that the trucks break down.

Administrative Fee:

King County cities typically include administrative fees in collection contract rates to cover the cost of administering the collection contract, provide matching funds for grants, additional community clean-ups and other events, and other city costs such as contributing to road overlay programs.² Administrative fees vary widely between cities ranging from 1% to 15%. The fee is paid by the solid waste customers and results in an increase in the monthly rate. By way of reference, the value of the Base bid described above is approximately \$6.4 million per year. A 1% administrative fee would generate approximately \$64,000 in revenue for the City. Revenues generated from the administrative fee accrue to the General Fund. The rates outlined above do not include an administrative fee. If Council decides to impose an administrative fee, the monthly charges to customers would increase by that corresponding

² It is important to note that many King County cities also impose utility and excise taxes. The City of Sammamish does not have a utility tax or an excise tax.

amount. The City can make adjustments to the administrative fee at its discretion over the life of the contract.

Staff Recommendation: Staff recommends that Council enact an administrative fee equivalent to 1% to cover internal city costs.



Meeting Date: January 5, 2016

Date Submitted: 11/24/2015

Originating Department: Admin Services

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation | |

Subject: A resolution that, if approved by the City Council, would authorize the City Manager to finalize the terms of the City's 2017-2025 solid waste collection contract with Republic Services based on the bid alternatives that the City Council selects at its January 5, 2016 Council Meeting and sign said contract.

Action Required: In the event that the City Council adopts the resolution to award the City's 2017-2025 solid waste collections contract to Republic Services, a motion approving the resolution that authorizes the City Manager to finalize the terms of the City's 2017-2025 solid waste collection contract with Republic Services based on the bid alternatives that the City Council selects at its January 5, 2016 Council Meeting and sign said contract.

Exhibits:

1. Resolution
2. Draft Contract

Budget: The only budget impact to the City would come if the City Council asks the City Manager to incorporate an administrative fee into the contract. The administrative fee would offset the City's costs to administer the contract and would be incorporated into the rates paid by the solid waste customers.

Summary Statement:

A resolution that, if approved by the City Council, would authorize the City Manager to finalize the terms of the City's 2017-2025 solid waste collection contract with Republic Services based on the bid alternatives that the City Council selects at its January 5, 2015 Council Meeting and sign said contract.

Background:

This resolution is only required if the City Council adopts the resolution to award the City's 2017-2025 solid waste collections contract to Republic Services. In the event that Council awards the contract to Republic Services, the City Council will need to decide which bid alternatives – if any – it wishes to have

integrated into the final contract. Based on the direction that the City Council provides about the bid alternatives on January 5, 2016, the City Manager would work with Republic Services to integrate those alternatives into the final contract and sign said contract. Council action is needed to authorize the City Manager to take these steps.

Financial Impact:

The only budget impact to the City would come if the City Council asks the City Manager to incorporate an administrative fee into the contract. The administrative fee would offset the City's costs to administer the contract and would be incorporated into the rates paid by the solid waste customers.

Recommended Motion:

A motion approving the resolution that authorizes the City Manager to finalize the terms of the City's 2017-2025 solid waste collection contract with Republic Services based on the bid alternatives that the City Council selects at its January 5, 2015 Council Meeting and sign said contract.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2016-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON CITY COUNCIL, AUTHORIZING THE
CITY MANAGER TO FINALIZE THE TERMS OF THE
CITY'S 2017 – 2025 SOLID WASTE COLLECTION
CONTRACT WITH REPUBLIC SERVICES BASED ON THE
BID ALTERNATIVES SELECTED BY THE CITY COUNCIL
ON DECEMBER 1, 2015 AND SIGN SAID CONTRACT.**

WHEREAS, the Sammamish City Council voted affirmatively on December 1, 2015 to award the City's 2017-2025 solid waste collection contract to Republic Services; and

WHEREAS, the City of Sammamish identified on January 5, 2016 the bid alternatives to be included in the final contract with Republic Services

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
SAMMAMISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. The Sammamish City Council hereby authorizes the City Manager to finalize the terms of the 2017-2025 solid waste collections contract with Republic Services to include the bid alternatives selected by the City Council on January 5, 2016. The City Council further authorizes the City Manager to sign the contract with Republic Services once the bid alternatives are successfully integrated into the contract.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF JANUARY, 2016**

CITY OF SAMMAMISH

Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: September 24, 2015

Passed by the Council:

Resolution No: R2016 - _____

COMMISSION APPLICANTS

Arts Commission

_____ Angela Bovo

_____ Ramu Iyer (current)

_____ Jennifer Kaczmarek

_____ Carole Weaks (current)

_____ Steven Wright (current)

3 Regular Position Vacancies

Position 7

Alternate

Position 8

Beaver Lake Management District Board

_____ Craig Wake

1 Vacancy

Park & Recreation Commission

_____ Angela Bovo

_____ Glenn Bowers

_____ Hank Klein (current)

_____ Sheila Sappington (current)

_____ Nancy Way (current)

3 Vacancies

Alternate

Alternate

Planning Commission

_____ Nancy H. Anderson

_____ Erez Banari

_____ Eric Brooks (current)

_____ Angela Bovo

_____ Brian Garvey

_____ Tom Ehlers

_____ Chris Mullins

_____ Abhishek Pandey

_____ Chris Ross

_____ Seyed Savafian

3 Vacancies

_____ Rob Young

Current as of Noon on 12/31/2015