

Subject: Resolution #711 – Awarding
Solid Waste Services Contract
To Murrey’s Disposal Co., Inc.

Dept. Origin: Special Projects Manager
Prepared by: Jennifer Robertson
City Attorney’s Office
For Agenda of: June 16, 2020
Exhibits: Resolution #711 & Solid
Waste Services Agreement

Initial & Date

Proposed Council Action:

Pass Resolution #711.

Concurred by Mayor: _____

Approved/form by City Atty: JSR /6-3-20

Approved by City Engineer: _____

Approved by Department Head: _____

INFORMATION / BACKGROUND

For many years, the City of Ruston has had its own solid waste utility for hauling garbage, recycling and yard waste for the residents and businesses in Ruston. Over the past several years, operational costs have increased, and the long-term sustainability of the services is at risk. Therefore, the City decided to issue an RFP to contract out these services. The City issued a Request for Proposals (RFP) earlier this year for solid waste services and Murrey’s Disposal Company, Inc. responded to the RFP and has offered to provide these services in a manner that will provide good services to the customers in Ruston at fair rates. This also brings all Ruston customers into the same system. We have had Tacoma serving some commercial customers due to the lack of Ruston having the proper equipment for providing this service.

Rates. The rates for 2020-2021 under this agreement are as follows:

Residential Rates:

Garbage Cart Service:	Per Month
20 Gallon Cart	\$ 29.69
35 Gallon Cart	\$ 34.45
65 Gallon Cart	\$ 44.84
95 Gallon Cart	\$ 57.90
50' Maximum Walk-in / Drive-in Fee (per cart)	\$ 18.97
Recycling Cart Service:	
2nd Recycling Cart (65 gallon)	\$ 7.29
Occasional Extra Unit	\$ 5.57

Yard Waste Cart Service:

65 Gallon Cart (Yard Waste)	\$ 17.34
2nd Yard Waste Cart (65 gallons)	\$ 17.34
Occasional extra per unit	\$ 17.34

Commercial Container Services Rates:

Garbage Container Service:	Per Month
35 Gallon Cart Once per Week	\$ 29.28
65 Gallon Cart Once per Week	\$ 36.51
95 Gallon Cart Once per Week	\$ 53.40
1 Yard Once per Week	\$ 161.48
1 Yard Twice per Week	\$ 322.96
1-1/2 Yard Once per Week	\$ 224.60
1-1/2 Yard Twice per Week	\$ 449.20
2 Yard Once per Week	\$ 271.32
2 Yard Twice per Week	\$ 542.64
2 Yard Three Times per Week	\$ 813.96
4 Yard Once per Week	\$ 473.10
4 Yard Twice per Week	\$ 946.20
4 Yard Three Times per Week	\$ 1,419.30
6 Yard Once per Week	\$ 669.29
6 Yard Twice per Week	\$ 1,338.58
6 Yard Three Times per Week	\$ 2,007.87
6 Yard five times per Week	\$ 3,346.45

Commercial Compactor Service (customer owned containers):

1 Yard compactor Once per Week	\$ 893.16
2 Yard compactor Once per Week	\$ 1,147.02
2 Yard compactor Twice per Week	\$ 2,294.04
2 Yard compactor Three Times per Week	\$ 3,441.06
3 Yard compactor Once per Week	\$1,400.88
3 Yard compactor Twice per Week	\$2,801.76
4 Yard compactor Once per Week	\$ 1,654.74
Connect/reconnect fee	\$ 67.00

For the *complete* rate information, please review Exhibit B to the Agreement.

The rates proposed are well within the market rates for solid waste hauling in Pierce County. We have had some inquiries about the cost of commercial compactor service. This was a service that the City could not provide, so the City provided Tacoma a license to perform these services in Ruston. Tacoma's rates are well below market. For example, the Commercial Compactor Service in the Agreement for a 2 Yard Twice weekly pick up is \$2,294.04 per month. In the City of Milton, that same service is \$3,502.92 and in Puyallup the service costs \$4,200.76. However, Tacoma currently charges approximately \$1,383.33 for this service. So, while the customers who are being served by Tacoma will see a rate increase, the rates under the Agreement are at or below market rate for this service. When spread across the number of units in a residential

building, the rate per unit is also well below the average month rates for solid waste services for single family homes.

This contract will cover the properties that use commercial compactor services as the City will be terminating Tacoma's license to serve these properties effective July 31st.

This matter was first presented to Council during the June 2nd Council meeting. Council asked questions and then deferred the matter to June 16th.

Future Pending Work. The City will need to complete a major overhaul of its solid waste ordinances prior to the date Murrey's will commence service in Ruston (August 1, 2020). These ordinances will come forward in June. In addition, Murrey's will be purchasing the City's trucks and the carts as part of implementing this contract. Those actions will come forward in July with the effective date being July 31st.

A copy of the Agreement is attached.

FISCAL CONSIDERATION

The City will collect its standard solid waste utility tax on the contract. In addition, Murrey's will pay the City a 2.5 percent administrative fee to the City and will collect the City's solid waste at no additional cost. In addition, Murrey's will be purchasing Ruston's current inventory of carts for \$8,000 and will purchase Ruston's two existing trucks for \$30,000. These transfers will be effective July 31st.

RECOMMENDATION / MOTION

Pass Resolution No. 711.

MOTION: I move to approve Resolution #711 awarding the Solid Waste Services Agreement to Murrey's Disposal Company, Inc. and authorizing the Mayor to execute the Agreement.

RESOLUTION NO. 711

**A RESOLUTION OF THE CITY OF RUSTON,
WASHINGTON, AWARDED A SOLID WASTE SERVICES
FOR THE CITY OF RUSTON TO MURREY'S DISPOSAL
COMPANY, INC. AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT FOR SOLID WASTE
SERVICES.**

WHEREAS, the City of Ruston has historically had its own solid waste utility for hauling garbage, recycling and yard waste for the residents and businesses in Ruston; and

WHEREAS, due to increasing costs, the City Council decided to contract out these services; and

WHEREAS, the City issued a Request for Proposals (RFP) earlier this year for solid waste services; and

WHEREAS, Murrey's Disposal Company, Inc. responded to the RFP and has offered to provide these services in a manner that will provide good services to the customers in Ruston at fair rates; and

WHEREAS, the City routinely enters into contracts for the public benefit and/or to deliver public services to its residents; and

WHEREAS, the City has been working toward transitioning to an outside contractor for solid waste services for more than two years and the transition date is scheduled for August 1, 2020, thus entering into this Agreement now is necessary to the continued functioning and provision of services in Ruston; and

WHEREAS, the City Council of the City of Ruston deems it in the best interest of the public health, safety and welfare to award this contract for services to Murrey's Disposal Company, Inc. and to authorize the Mayor to execute the same; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. The City Council of the City of Ruston hereby enters the following legislative findings:

- A. The adoption of this Resolution authorizing this Agreement is deemed necessary at this time as the City has been working toward transitioning its solid waste services to an outside contractor for more than two years and the transition date is scheduled for August 1, 2020. Any delay in this authorization would delay the transition date; and
- B. Authorizing agreements for the public benefit and/or to deliver public services to its residents is part of the routine work of governing a city.

Section 2. Award of Solid Waste Services Contract to Murrey’s Disposal Company, Inc. The City Council hereby awards the solid waste services contract for providing garbage, recycling, and yard waste services to the people and businesses in the City of Ruston to Murrey’s Disposal Company, Inc. such service to commence on August 1, 2020.

Section 3. Mayor’s Execution Authorized. The Mayor is authorized to execute the contract with Murrey’s Disposal Company, Inc. in substantially in the form attached hereto as Exhibit “1.”

RESOLVED this ____ day of _____, 2020.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: _____ 711 _____

Exhibit 1

Contract between

Murrey's Disposal Company, Inc.

And

City of Ruston

For Solid Waste Services in Ruston

AGREEMENT BETWEEN CITY OF RUSTON AND MURREY'S DISPOSAL COMPANY, INC.
FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND YARD
WASTE IN THE CITY OF RUSTON

1. Date and Parties

THIS AGREEMENT is made as of this ___day of _____, 2020, by and between the City of Ruston, a municipal corporation, hereinafter referred to as the "City" and Murrey's Disposal Company, Inc., a Washington corporation hereinafter referred to as the "Contractor."

2. Purpose

The purpose of this Agreement is to provide for the collection and proper disposition of solid waste, recyclables, and yard waste throughout the City. The Contractor does hereby agree to provide solid waste, recyclable, and yard waste collection services for the City and its residents and businesses and arrange for disposal of such solid waste, recyclables, and yard waste upon the terms and conditions set forth herein. All references to "recycling" and/or "recycling services" herein shall include the collection of recyclables and yard waste. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any Excluded Waste (as hereinafter defined); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

3. Term/Implementation of New Term and Conditions

The term of this Agreement shall commence on August 1, 2020 and shall expire on July 31, 2025 ("Agreement Term"). Upon expiration of the term, or expiration of any extension period, the Agreement shall automatically renew for an additional five (5) year period unless either party provides the other with written notice to terminate at least sixty (60) days prior to the end of the then current term.

4. Collection Rights to Solid Waste and Recyclables

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Yard Waste and Recyclables placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of such rights. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

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

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Yard Waste once these materials are placed in Contractor-provided or the City -owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Yard Waste. Likewise, a tipping or acceptance fee charged for Recyclables or Yard Waste shall be the financial responsibility of the Contractor.

The service area is described in Exhibit A which is attached hereto and incorporated herein by this reference.

5. Future Annexations of Territory by the City

No annexations changing the City's boundaries are anticipated to occur. However, if, during the term of the Agreement, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Agreement at the unit prices set forth in this Agreement.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificate applicable to those areas shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor shall service any future annexation areas shall be five (5) years from the date of annexation, notwithstanding the term set forth in Section 3 of this Contract. If, during this five (5) year period, this Contract terminates for any reason, and a new service provider is engaged to provide collection services under the terms of a new collection contract, the Contractor agrees to provide the services outlined in the new contract to customers in the annexed area in accordance with the provisions of that new collection contract at the unit prices set forth in that new collection contract, through the duration of the five (5) year period, unless such area has been transferred to the new service provider prior to the end of that five (5) year period.

If, during the term of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract.

6. Compensation to the City.

The Contractor shall 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 September 15, 2020. The

Administrative Fee shall be based on the gross revenues received by the Contractor from all Customers under this Agreement, excluding Drop-box disposal fees. The initial Administrative Fee shall be assessed at (2.5%) of gross revenues received by the Contractor from those Customers since the last Administrative Fee payment period, consistent with the administrative fee calculations shown in Exhibit C. 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 Exhibit B, as modified during the term of this Contract, include the Administrative Fee, and Customers shall not be separately charged an itemized Administrative Fee. Exhibit C 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 Exhibit C.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer 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.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes.

7. Definitions

The meaning to be given words as used herein shall be their normal definition or the definition contained in Section 13 of this Agreement, except as to those words specifically defined in the Ruston Municipal Code. If there is a conflict between definitions, the definitions in the Ruston Municipal Code shall apply.

8. Rates and Billing

Contractor will bill all Ruston residential customers bi-monthly and all other customers monthly at the rates specified in Exhibit B, along with any applicable City franchise fees and/or other municipal fees or taxes, if any, as are now or later established by the City. Contractor shall also perform all customer service functions under this Agreement. Contractor will also assess the Washington Refuse Collection Tax on all solid waste services on a bi-monthly basis for residential customers and monthly for all other customers and remit such state excise tax amounts to the State.

9. Revision of Rates

The rates for Contractor's services as set forth in Exhibit B attached hereto shall remain the same until August 1, 2021.

a) Annual CPI Adjustment. Beginning August 1, 2021 and for every year thereafter, the rates set forth in Exhibit B shall be adjusted by one hundred percent (100%) of the change in

the Consumer Price Index as maintained by U.S. Department of Labor, for all Urban Consumers – Water and Sewer and Trash Collection Services, (excluding any CPI adjustment to the city utility tax and/or other municipal fee or tax amounts in Exhibit B), for the immediately preceding twelve (12) month period from the then most currently published index.

The Contractor shall provide the City with notice of any proposed rate increase, in any event, not less than forty-five (45) days prior to the requested effective date of the proposed rate adjustment. The Contractor shall also provide timely notice to its customers in the City in accordance with RCW 35A.21.152 and shall also, at a minimum, put such notice of rate increase into to billing statement of the cycle prior to the effective date of such increase. Exhibit B will subsequently be amended to reflect those revised rates.

b) Tipping Fees/Rate Increases. During the term of this Agreement, Contractor is authorized to pass through to its customers all increases in recycling/landfill/disposal costs and/or increased costs associated with higher solid waste/recycling duties imposed by local, state or federal laws and regulations.

c) Notice of Rate Increases/Decreases. The Contractor shall provide the City with notice of any such proposed rate increase or decrease upon Contractor being notified of an increase or decrease, but in any event not less than forty-five (45) days prior to the effective date of such increase or decrease. In connection therewith, the Contractor shall provide the City with all reasonable information requested by the City related to such rate adjustments. The Contractor shall also provide timely notice to its customers in the City in accordance with RCW 35A.21.152 and shall also, at a minimum, put such notice of rate increase into to billing statement of the cycle prior to the effective date of such increase.

d) Rate Increases/Unforeseen Costs. Contractor may apply to the City for temporary rate adjustments to reflect unforeseen costs arising during the term of this Agreement including without limitation, fuel, tax charges, governmental fees and surcharges, approval for which adjustments shall not be unreasonably withheld by the City. Such temporary rate adjustment shall be on granted an annual basis only, provided, however, when such increase is approved, the Contractor shall provide quarterly updates on these “unforeseen costs” and the temporary rate increase will expire after one year, unless the Contractor provides adequate information for extending such temporary increase.

10. Billing and Customer Service

a) All billing for residential solid waste collection and recycling services within the City limits shall be performed by the Contractor every other month in accordance with the rates established in this Agreement. Billing for all other customers for solid waste collection and recycling services within the City limits shall be performed by the Contractor every month in accordance with the rates established in this Agreement.

b) The time period covered by the bill provided by the Contractor will be the present and prior month based on the date the bill is received by the customer. The time period covered will be stated in the bill. The charge for any special services not covered in Exhibit B will be determined by mutual agreement of the parties hereto.

c) The Contractor shall bill customers directly for solid waste and recyclables which exceed the customer’s current subscribed level of service.

d) The Contractor shall provide billing services for solid waste and recyclables without proration for partial months. The minimum proration period shall be one month.

e) The types of services for which the customer is being charged will be clearly stated on the face of the bill provided by the Contractor. The bill will include a breakdown of charges for each type of service and applicable taxes.

f) The bills provided by the Contractor shall be due in accordance with guidelines established by the Contractor. If a bill remains unpaid after forty-five (45) calendar days from the bill date, a late notice shall be mailed to the customer and shall include a 1.5% penalty (minimum \$1.00). If the bill remains unpaid after sixty (60) calendar days from the date of the invoice, service will be terminated.

g) A fee of \$25.00 will apply to all customers stopped for non-payment to re-establish service, plus applicable taxes, if any.

h) A fee of \$25.00 will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.

i) A fee of \$25.00 shall be assessed for redelivery of carts/receptacles where the customer had requested suspension or termination of service or where the service was suspended for non-payment by customer.

j) Customers whose service is terminated and restarted within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Exhibit B. Upon restart of service, customers shall have the choice of paying a Receptacle redelivery fee in accordance with Exhibit B or customers may pick up their Receptacle(s) directly from Contractor at no charge.

k) All costs related to billing and bill collection incurred by Contractor will be paid by the Contractor.

l) A property owner shall not be held responsible for payment of any fees or charges under this Agreement if they are not the customer.

11. City Services

At no additional charge to the City, the Contractor shall provide weekly collection of waste and refuse (other than Excluded Waste) to all City-owned municipal facilities and parks as a part of this Agreement. The service levels for each City facility listed below may be changed at City discretion at no additional cost to the City, provided, however, that City shall provide Contractor with prior written notice specifying the change in level of service. As of the date herein, these facilities consist of:

Facility	Address
Ruston City Hall	5117 N. Winnifred St.
City Police Department & Mary Joyce Community Center	5219 N. Shirley St.
W. R. Rust Park	5415 N. Commercial St.

12. City Utility Taxes

(a) City Utility Tax. The Contractor shall separately identify on each customer's bill the imposition of any utility tax that has been established by the City on solid waste collection services. The current City Utility Tax on solid waste is eight (8) percent of total gross revenue from all solid waste collection services within the City of Ruston (RMC 5.20.030(d).)

(b) Contractor shall be allowed to recover by passthrough any attrition in net revenue caused by the "tax on tax" effect of the gross-up of revenues to absorb utility and/or business and occupation taxes which are assessed on the gross revenues of the Contractor.

13. Definition of Terms

(a) The term "*Cart*" shall mean a Contractor provided receptacle which is made of durable, corrosion-resistant, non-absorbent material with a close-fitting cover and wheels. For the collection and storage of solid waste, Contractor shall provide the following sizes of Carts twenty (20) gallon, thirty-five (35) gallon, sixty-five (65) gallon, and ninety-five (95) gallon. For the collection and storage of source-separated or commingled recyclables, and yard waste, Contractor shall provide either sixty-five (65) or ninety-five (95) gallon Carts.

(b) The term "*Curbside*" shall mean at the curb or up to five (5) feet from the edge of the public road.

(c) The term "*Pack-out*" shall mean the charge for carryout of over five (5) feet from the edge of the public road, but not over fifty (50) feet.

(d) The term "*Drive-in*" shall mean the charge for leaving the public road to provide service. There shall be no obstruction from overhanging branches and/or wires and adequate room for the collection vehicle to turn around. If the customer requests drive-in service, the road surface shall be of such material as to withstand the weight of the collection vehicle; all maintenance and repairs shall be the customers responsibility.

(e) The term "*recyclables*" shall mean those recyclable items defined in RCW 70.95.030(17) designated by the City to be picked up in the curbside recycling program which items are limited to those items deemed acceptable as recyclable pursuant to Pierce County, Washington.

(f) The term "*aluminum*" shall mean cans and containers composed solely of aluminum.

(g) The term "*metal containers*" shall mean cans and containers composed of metals, such as tin or steel cans, which are attracted by a magnet.

(h) The term "*mixed paper*" shall mean paper (except newspaper), including magazines, mail, phone books, photocopy or printer paper, and envelopes that are not contaminated by food, plastic wrap or other contaminates.

(i) The term "*cardboard*" shall mean moderately thick paperboard not contaminated by glue, food, waxed coating or other similar contaminants

(j) The term "*newspaper*" shall mean any part of the newspaper that was included when it was delivered or purchased.

(k) The term "*plastic*" shall mean plastic water and pop bottles, milk jugs and other plastic bottles with necks smaller than its body.

(l) The term "*yard waste*" shall mean any material which occurs naturally and is grown on residential, commercial or industrial property or is included in the landscaping of such property.

(m) The term "*commercial wood waste*" shall mean natural wood or wood bi-products including, but not limited to, pallets, stumps, and shavings, which are not treated with chemicals, paint or other contaminants.

(n) The term "*garbage*" shall mean all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, 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 can be included in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current Pierce County sharps policy. The term "Garbage" shall not include Excluded Waste, Hazardous Wastes, Source-separated recyclable materials, or Source-separated yard waste.

(o) The term "*Excluded Waste*" shall mean any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

(p) The term "*Customer*" shall mean all users of services provided by Contractor pursuant to this Agreement, including, without limitation, residents, businesses, property owners, managers and tenants.

(q) The term "*Hazardous Waste*" shall mean any substance that is:

(1) Defined as hazardous by 40 C.F.R. Part 261 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.

(2) Defined as dangerous or extremely hazardous by Chapter 173-303 WAC 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.

14. Recycle Carts, Containers/Cages and Toters

For residential, single dwelling(s), duplex(s), triplex(s) and four-plex(s), the Contractor shall provide recycling carts of the same type as specified in the Pierce County Recycling Ordinance for recyclables. For larger multi-family complexes and commercial establishments, the

Contractor shall provide container/cage(s) and/or toter(s) for collection of recyclable materials guided by space availability and volume of materials generated. The Contractor shall also provide sixty-five (65) or ninety-five (95) gallon, covered toter(s) on wheels for yard waste collection. The recycling carts, container/cage(s) and toter(s) shall be provided, maintained and/or replaced by the Contractor at the Contractor's expense and shall remain the property of the Contractor.

a) For any account requesting recycling and/or yard waste service(s), the Contractor shall provide a sixty-five (65) or ninety-five (95) gallon recycling and/or yard waste toter. All recycling carts/toters remain the property of the Contractor. Notwithstanding anything to the foregoing, subscription to yard waste services have a minimum requirement of a six (6) month term.

b) All recycling materials and yard waste must be free of contaminants. If any recyclables contain contaminants, such as garbage, the Contractor shall not pick it up. In the event that some recyclables are not collected, the Contractor shall notify the property resident of the reason so that the problem can be corrected.

c) Upon mutual agreement, on terms, conditions and rates satisfactory to the parties, the City and the Contractor may include additional items for recycling under this Agreement.

15. Preparation of Recyclables

All recycling material and yard waste must be tendered for collection free of contaminants. If any recyclables contain contaminants, such as solid waste, the Contractor shall not pick it up. In the event that some recyclables are not collectible, the Contractor shall give the property resident notice in writing of the reason so that the problem can be corrected. Customers and City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer or City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third -party facilities. The following categories of recyclables shall be readied by the customers as follows:

(a) Aluminum and Metal Containers. All containers should be rinsed out and if possible flattened.

(b) Cardboard. All cardboard must be flattened and placed inside the cart.

(c) Mixed Paper and Newspaper. Material shall be placed in cart loose (not in plastic bags) and be clean, dry and free of food, plastic wrap and other contamination.

(d) Plastic. Plastic Containers must have lids removed and must be rinsed out.

(e) Yard Waste. Yard waste must be placed into the sixty-five (65) or ninety-five (95) gallon toter furnished by the Contractor. Branches shall be no larger than four (4) inches in diameter and shall not exceed the length of three (3) feet. In addition, branches must fit in the yard waste toter with the lid closed. Christmas trees that are not flocked and cut into appropriate length are acceptable. Customers who are signed up for the yard waste program and who wish to put out more yard waste than the toter can hold, may set out additional material in Kraft or other approved compostable bags at the rate set forth in Exhibit B.

16. Collection Related Services

a) The Contractor becomes the owner of the recyclable materials, including yard waste following collection and can market them in any manner the Contractor deems to be economically feasible. Recyclable materials, which are collected by the Contractor shall not be disposed of in a landfill unless the Contractor has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical way to handle them.

b) All non-contaminated recyclables collected within the City by the Contractor shall be properly disposed of or marketed by the Contractor in accordance with the laws and regulations of the State of Washington and Pierce County governing such recycling.

c) Weight Restrictions. The Contractor is responsible for collection of all containers which do not exceed the weight limits, described below:

20-gallon Cart	30 lbs
35-gallon Cart	45 lbs
65-gallon Cart	90 lbs
95-gallon Cart	135 lbs

If a container exceeds these weight limits, the Contractor may refuse service and will tag the overweight container. The Contractor will work with the customer to provide alternatives so that service will not be disrupted in the future.

d) Contractor Planning Assistance. The Contractor shall, upon request and without additional cost, make available either to the City or the property owner planning assistance on new construction or major remodeling of buildings and structures within city limits with respect to the design and planning of garbage and recycling removal facilities and their location upon the site of the proposed construction or remodeling project.

e) Equipment. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers or City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.

17. Breach of Contract

a) If the Contractor shall abandon or breach this Agreement or fail to fully and promptly comply with any or all of its obligations or shall fail to give reasons satisfactory to the City for noncompliance, the City may then declare the Contractor to be in default of the Agreement and notify the Contractor to discontinue any further service hereunder, a copy of said notice to be sent to the Contractor. But when the breach of this Agreement is not of a magnitude to endanger the public health, safety or welfare, the City shall first give the Contractor thirty (30)

days' written notice to cure the breach or the failure to comply. If the Contractor fails to cure the breach within such time, the City may terminate this Agreement.

b) Notwithstanding the provision of this section, a delay or interruption in the performance of all or any part of the Agreement, including labor disputes or strikes, resulting from causes beyond the Contractor's control shall not be deemed to be a default of the contract provided they do not last more than five (5) business days, and the rights and remedies of the City provided for herein shall be inapplicable. Any interruption of service that last more than five (5) business days shall be considered a breach of this Agreement unless such interruption is a force majeure as defined in Section 39 herein.

18. Indemnification.

a) Indemnification and Hold Harmless.

The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees, injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting therefrom, arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:

1. The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage, or destruction caused by or resulting from the sole negligent acts or actions of the City, its officers, agents, or employees.

2. The Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage, or destruction caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain reasonable counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor (and if the Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall be entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to participate in the investigation and defense, but the City shall pay the reasonable fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section. The City shall be entitled to recover its reasonable attorney's fees incurred in enforcing Section 7.5.

b) Industrial Insurance Immunity Waiver.

With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor agrees

to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness, or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

c) Public Records.

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract may be a public record under the Public Records Act, Chapter 42.56 RCW. Public records are subject to mandatory disclosure upon request by any person, unless the records are exempted from 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 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 notification to seek a court order prohibiting the release of the records. The City assumes no contractual obligation to enforce any exemption.

Contractor acknowledges that data, materials, reports, memoranda, or other documents developed under this Contract may be considered public records under the Public Records Act. Contractor agrees to cooperate with the City in responding to any public records request, and agrees that any public records developed by Contractor or held by Contractor during the term of the Contract shall become the property of the City and shall be forwarded to the City at its request.

19. Damage to property

- a) If any property is damaged as a result of the Contractor's negligence or intentional act, the Contractor shall repair or replace the same after being notified of the damage.
- b) The City shall not be liable to the Contractor for any loss or damage other than any loss or damage occurring as a result of the negligent or intentional act of the City, its employees and/or agents.

20. Liability Insurance

The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds the coverage set forth below. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(a) Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- (b) 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. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City.

- (c) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. 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, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704 or its equivalent.
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (e) Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo.
- (f) 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 one million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$1,000,000) for each occurrence, two million dollars (\$2,000,000) general aggregate and two million dollars (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
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 one million dollars (\$1,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

- (g) 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 coverage:

The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers to the extent such liabilities are assumed hereunder by Contractor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, and volunteers shall be named as additional insured's on the Contractor's insurance policy, via blanket-form endorsement.

1. Coverage shall state that the Contractor's insurance 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.
2. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

(h) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

(i) Verification of Coverage

The Contractor shall furnish the City a current Certificate of Insurance setting forth said insurance policy to be in full force and effect. The Contractor shall give the City thirty (30) days advance written notice of cancellation or lapse of such policy. Clerk and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract.

(j) Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's insurance policy.

21. Performance Bond

No Performance Bond shall be required of the Contractor.

22. Compliance with Laws

The Contractor agrees and covenants to comply with all provisions of Federal, State, County and City laws and ordinances affecting, directly or indirectly, the subject matter of this Agreement.

23. Business Licenses

The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Agreement.

24. The Contractor's Office

The Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests, orders for special service or instruction from the City. This office shall be in operation between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays or as otherwise directed by the City in writing. The Contractor shall provide the City with a telephone number for a manager or higher that is available for use 24 hours per day, 365 days per year for use during emergencies.

25. The Contractor's Employees

a) The Contractor shall require all employees to be courteous at all times, not to use loud or profane language, and to do their work as quietly as possible. Specific questions as to rates or changes in existing service should be referred to the Contractor's office and not handled by any collection employee. Charges for additional services shall be billed and payment for these services shall not be accepted by Contractor employees.

b) While collecting solid waste, recycling and yard waste, Contractor's employees shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans, recycling, and yard waste containers. They shall also replace all receptacles and covers and close all gates opened by them.

c) Employees shall not trespass or loiter or cross property to adjoining premises.

d) All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this Agreement due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default in the Agreement unless the reason for the delay is a labor dispute and such delay does not exceed five (5) business days.

26. Service to New Customers

The Contractor shall provide service to new customers within seven business days after a receipt of a request for service. In the case of container size, if the Contractor is unable to provide the size of container ordered by the customer within one week, then the Contractor may temporarily provide the customer with any size container; provided, however, the service provided to the customer and the rate charged shall be no more than the equivalent to the service and rate for the container ordered.

27. Collection

- a) Pick-up. The Contractor shall make collections of solid waste one time per week per customer. Residential pickup shall be made Monday through Friday from 7 a.m. to 5 p.m., on a regularly scheduled day of the week, unless otherwise approved by the City in writing. Commercial establishments may be serviced more than once per week when requested. Billing will be based on the number of pickups. A fee (as described in Exhibit B) will be assessed if the Contractor must either connect or reconnect any cable/wires from a compactor being serviced.
- b) Holidays. The Contractor shall observe Thanksgiving Day, Christmas Day and New Year's Day as the only holidays in each year of this Agreement. Service that normally would have been provided on these days will be provided on the first business day following each respective holiday with resulting delay of one day for the balance of the calendar week.
- c) Emergency Collections. Adequate provisions shall be made by the Contractor to provide special collections when solid waste or recyclables have not been collected during the regularly scheduled trip as a result of the Contractor's inadvertence or neglect in picking up the same. Special pickups for such missed collections shall be made by the Contractor when requested by the resident at no additional cost to the resident.
- d) Routing. The Contractor agrees that no routes shall include driving over either the Winnifred Street Bridge or the Baltimore Street Bridge. All routes will avoid crossing these bridges unless or until such bridges have undergone repair or replacement and the parties agree that the bridges are suitable for use by Contractor.

28. Hauling and Disposal

Care shall be taken in the loading and transportation of solid waste, recycling and yard waste so that any leaking or spilling is prevented. The Contractor shall immediately clean up any spills upon notice from the City. The Contractor shall be responsible for disposing of all solid waste collected to an authorized disposal site or transfer station and shall pay any and all disposal fees involved. The Contractor shall abide by all applicable rules and regulations that govern the authorized solid waste disposal facility.

29. Equipment

- a) The Contractor shall furnish all vehicles which shall be specifically designed for collection and hauling of solid waste, recycling and yard waste. Each vehicle shall have a tight metal body design so as to prevent the scattering of solid waste when driven over the streets and highways. The Contractor shall utilize vehicles that do not roll over curbs when turning on Ruston routes.
- b) The Contractor shall furnish solid waste collection containers for one yard or larger containers as requested by the customer.
- c) The Contractor shall furnish recycling carts and yard waste toter(s) to all accounts requesting recycling services.

30. Maintenance

- a) Collection vehicles shall be kept in good repair, appearance and sanitary condition at all times, including having no leaks. Each vehicle shall have the Contractor's name and phone number and an identifying number clearly visible on the truck. No advertising shall be permitted other than the name and phone number of the Contractor. The Contractor shall not use a firm name containing the words "Ruston", "City" or any other words implying municipal ownership.
- b) Any equipment found not to comply with the above standards shall be taken out of service and brought to standards before being placed back into service for the City.

31. Mandatory Participation by Citizens/City's Obligation to Enforce

- a) The City shall maintain in full force and effect an ordinance requiring all residential, multi-family and commercial establishments within the City to utilize the solid waste collection service consistent with this Agreement. The City has provided for exemptions to solid waste service under specific limited circumstances. Any exemptions beyond what is in this Agreement must be approved by the City. If an exemption to mandatory solid waste service is approved, the Customer must dispose of all solid waste in an appropriate manner.
- b) Commercial businesses handling fresh/frozen foods and/or produce shall have a minimum of weekly solid waste service.

32. Reporting Records and Service Complaints

- a) Reporting. Upon reasonable request by the City, the Contractor shall furnish to the city quarterly reports within thirty (30) days of the end of each quarter showing the number of tons of solid waste transported by the Contractor to the disposal site during the previous three (3) months. Separate records reflecting the tonnage of recyclable materials and yard waste transported to recyclable and yard waste processors shall be reported to the City monthly upon request.
- b) Complaint Records. A weekly log of complaints on service shall be maintained by the Contractor, and a copy of the complaint log shall be presented to the City upon request.
- c) Disposal Receipts. The Contractor shall keep records of solid waste collected and charges therefore. Copies of dump receipts, recyclable receipts and yard waste receipts shall be maintained by the Contractor and provided to the City upon request. The original receipts shall remain in the Contractor's office as part of its records for three (3) years after the termination of any Agreement between the City and the Contractor.
- d) Customer Count. The Contractor shall provide the City with a Customer count by the type of Customer, whether residential, multifamily, or commercial upon request by the City.
- e) Schedules and Routes. Contractor shall, at all times, maintain current documentation of schedules and routes for the areas served pursuant to this Agreement, and shall make available for City review current copies of such schedules and routes, along with a map that details the routes of service.
- f) City Access to Contractor Records. The Contractor agrees and covenants to comply with all provisions of Federal, State, County and City laws and ordinances affecting, directly or indirectly, the subject matter of this Agreement. The Contractor agrees to maintain records with respect to hauling routes, tonnage recycled or disposed of, and related documentation and any

books, documents, papers and records that are directly pertinent to performance of work under this Agreement. The Contractor shall allow the City or any of its duly authorized representatives access to all such records during the term of the Agreement and for three years thereafter for inspection and copying.

33. Severability

Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfill its purposes, the balance of this Agreement or its application or other circumstances shall not be affected thereby and shall continue in full force and effect.

34. Notices

Any Notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and deposited into any post office as first-class, postage prepaid, certified mail, return receipt requested, and addressed as stated below:

CONTRACTOR:

Murrey's Disposal Company, Inc.
Attention Division Vice President
PO Box 532
Puyallup, Washington, 98371,

With a copy to :

Murrey's Disposal Company, Inc.
Attention: District Manager
PO Box 532
Puyallup, Washington, 98371

CITY OF RUSTON:

City of Ruston
Attention: Mayor
5117 N. Winnifred Street
Ruston, Washington 98407

With a copy to:

City of Ruston
Ruston City Clerk
5117 N. Winnifred Street
Ruston Washington 98407

Either party may give the other party written notice of a change of address.

35. Entirety

This Agreement and exhibits attached hereto and incorporated herein by this reference represent the entire Agreement between the City and the Contractor. Any prior written or oral statement or proposal or representation, not incorporated herein, shall be excluded, and shall not alter any term or provision of this Agreement. This Agreement may be modified or amended only in writing by any authorized representatives of the Contractor and the City.

36. Dispute 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 be submitted to non-binding mediation before a mediator acceptable to both the City and the Contractor. All costs of mediation, including the City's attorneys' 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.

37. Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Washington. In the event any claim, dispute or action arising from or relating to this agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

38. Assignment and Control

a) Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City.

b) When requested, approval by the City of a subcontract or assignment of this Agreement or a part thereof may be withheld for any reason unless such subcontract, assignment or delegation is to a subsidiary or an affiliate under common ownership or control as Contractor.

c) In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to complete fully and faithfully the work or responsibility undertaken or other security acceptable to the City.

39. 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 Nature, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, 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; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; epidemics or pandemics (but specifically excluding shortfalls in Contractor's staffing due to said epidemic or pandemic which the parties agree are beyond the control of Contractor)

unless the government directs a closure of solid waste hauling businesses; 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 and 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.


40. Incorporation of Contractor's Proposal in Response to City's RFP.

The Contractor's proposal to the City's RFP shall be incorporated into this Agreement as if set forth in full; provided, however, that in the event of a conflict between the City's RFP and the Agreement, the terms of this Agreement shall control.

DATED this 27th day of May, 2020.

MURREY'S DISPOSAL COMPANY, INC.

CITY OF RUSTON


By: MATT O'CONNELL
Division Vice President

D. Bruce Hopkins, Mayor

ATTEST:

Judy Grams, City Clerk

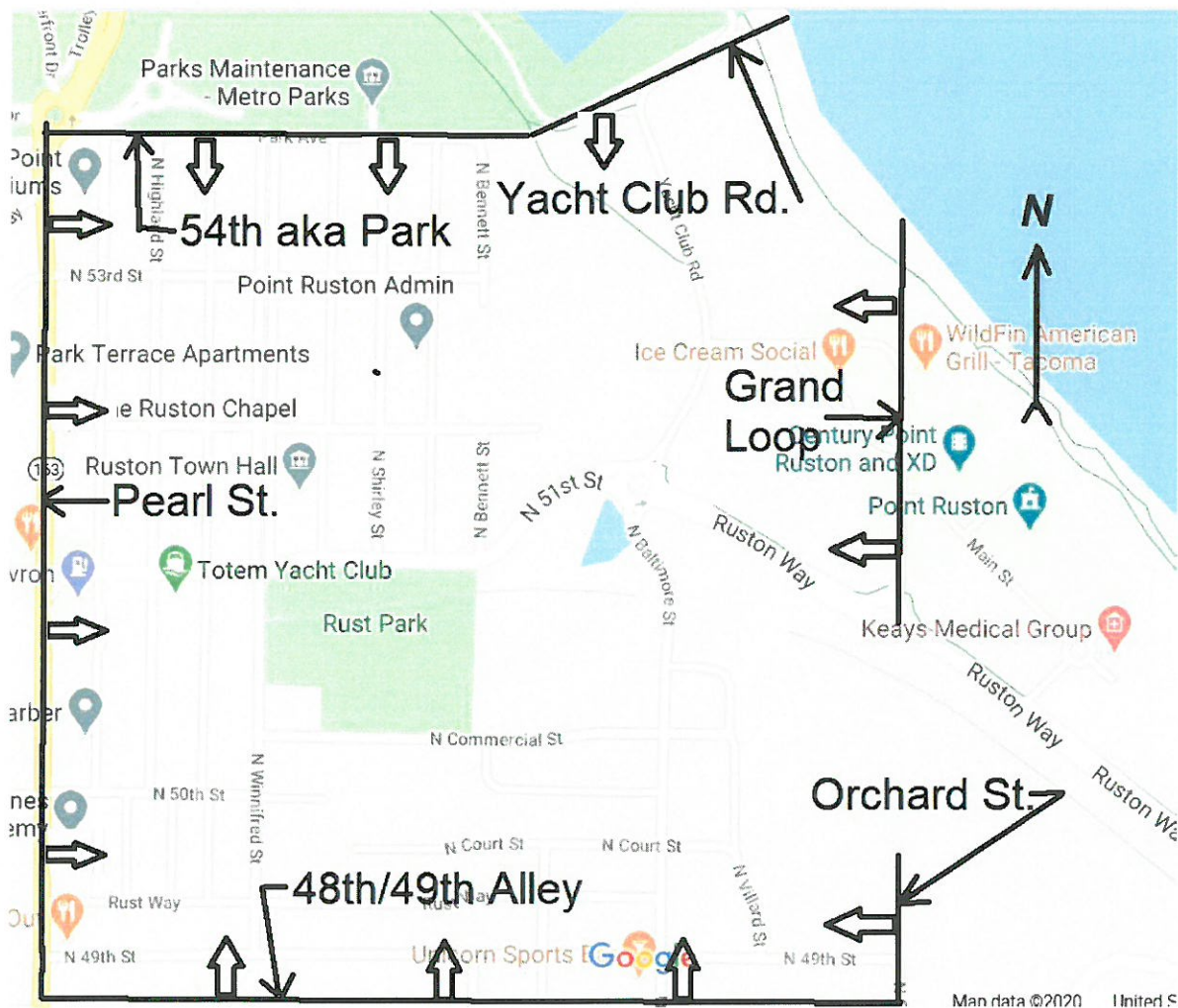
APPROVED AS TO FORM:



Jennifer Robertson, City Attorney

Exhibit A Service Area

- The City of Ruston is roughly 6 blocks by 6 blocks.
- North Side limits; The south side of 54th St. aka Park Ave also the South Side of Yacht Club Rd.
- South Side limits: The north side of the alley located between 48th St and 49th St.
- East Side limits; The West side of Orchard Street in the south end and the West side of Grand Blvd in the Point Ruston Development.
- West Side limits; Everything on the East side of Pearl St. between N. 49th St. and N. 54th St. aka Park Ave.



**Exhibit B
Rate Schedule**

City of Ruston

EXHIBIT - B

Effective 8/1/2020

Type of Service:

Residential Cart Service

	Rate per Unit per Month
Garbage Cart Service:	
20 Gallon Cart	\$ 29.69
35 Gallon Cart	\$ 34.45
65 Gallon Cart	\$ 44.84
95 Gallon Cart	\$ 57.90
50' Maximum Walk-in / Drive-in Fee (per cart)	\$ 18.97
 Occasional Rates:	
Occasional Extra Garbage (limit 32 gallons)	\$ 5.57
Return Trip Charge per Cart (limit 32 gallons)	\$ 10.61
Stop and Restart within 12-month - per unit, per re-delivery	\$ 25.00
Bulky Item per Yard	\$ 27.28
Restart Fee (Each)	\$ 25.00
Returned Check Fee (per item)	\$ 25.00
Redelivery Fee (Each)	\$ 25.00
 Recycling Cart Service:	
2nd Recycling Cart (65 gallon)	\$ 7.29
Occasional Extra Unit	\$ 5.57
 Yard Waste Cart Service:	
65 Gallon Cart (Yard Waste)	\$ 17.34
2nd Yard Waste Cart (65 gallons)	\$ 17.34
Occasional extra per unit	\$ 17.34

Commercial Container Service

	Rate per Unit per Month
Garbage Container Service:	
35 Gallon Cart Once per Week	\$ 29.28
65 Gallon Cart Once per Week	\$ 36.51
95 Gallon Cart Once per Week	\$ 53.40
1 Yard Once per Week	\$ 161.48
1 Yard Twice per Week	\$ 322.96
1-1/2 Yard Once per Week	\$ 224.60
1-1/2 Yard Twice per Week	\$ 449.20
2 Yard Once per Week	\$ 271.32
2 Yard Twice per Week	\$ 542.64

2 Yard Three Times per Week	\$ 813.96
4 Yard Once per Week	\$ 473.10
4 Yard Twice per Week	\$ 946.20
4 Yard Three Times per Week	\$ 1,419.30
6 Yard Once per Week	\$ 669.29
6 Yard Twice per Week	\$ 1,338.58
6 Yard Three Times per Week	\$ 2,007.87
6 Yard five times per Week	\$ 3,346.45

Commercial Compactor Service:

1 Yard compactor Once per Week (Customer Owned)	\$ 893.16
2 Yard compactor Once per Week (Customer Owned)	\$ 1,147.02
2 Yard compactor Twice per Week (Customer Owned)	\$ 2,294.04
2 Yard compactor Three Times per Week (Customer Owned)	\$ 3,441.06
3 Yard compactor Once per Week (Customer Owned)	\$1,400.88
3 Yard compactor Twice per Week (Customer Owned)	\$2,801.76
4 Yard compactor Once per Week (Customer Owned)	\$ 1,654.74
Connect/reconnect fee	\$ 67.00

Occasional Rates:

1 Yard Extra Pickup on Regular Route	\$ 30.45
1.5 Yard Extra Pickup on Regular Route	\$ 40.29
2 Yard Extra Pickup on Regular Route	\$ 53.79
4 Yard Extra Pickup on Regular Route	\$ 101.12
6 Yard Extra Pickup on Regular Route	\$ 144.28
2 Yard Compactor Extra Pickup on Regular Route	\$ 264.70
Return Trip Charge (per Container)	\$ 20.86
Loose and bulky extra on regular Route per Yard	\$ 47.69
Lock/Unlock (Service, per Month)	\$ 5.00
Lock & Chain (Supplies, One Time)	\$ 30.00

**Rate
per Unit
per Month**

Permanent Drop Box Service:

20 Yard - Rent per Month	\$ 110.00
25 Yard - Rent per Month	\$ 120.00
30 Yard - Rent per Month	\$ 130.00
40 Yard - Rent per Month	\$ 140.00
50 Yard - Rent per Month	\$ 150.00
Permanent Drop Box Collection per Haul (any size)	\$ 220.00

Temporary Drop Box Service:

Initial delivery	\$ 115.00
20 Yard - Rent per Month	\$ 180.00
25 Yard - Rent per Month	\$ 190.00
30 Yard - Rent per Month	\$ 200.00
40 Yard - Rent per Month	\$ 240.00
50 Yard - Rent per Month	\$ 300.00

Temporary Drop Box Collection per Haul (any size)	\$	270.00
Permanent Compactor Drop Box Service:		
Permanent Compactor Box Collection per Haul (any size)	\$	240.00
Other Charges:		
Disposal Dump Fee (plus tax)	\$	167.38
Excess Miles	\$	5.00
Tarping	\$	15.00
Connect/reconnect fee	\$	67.00
Tandem Axle Charge	\$	25.00
Time Charge (per Hour), Tandem Rear Drive Axle (Charged in 15-Min Increments)	\$	160.00
Clean	\$	-
Relocate	\$	10.00
Return Trip	\$	125.00

Exhibit C
Administrative Fee Adjustment

The Contractor's rates shown in Exhibit B include an embedded Administrative Fee, which may be adjusted from time to time, pursuant to Section 6. The initial contract rates have incorporated an Administrative Fee corresponding to a 2.5% fee on gross receipts from those Customers, as follows (1 yard, 1 pickup per week as example):

Collection Fee (\$48.26) + Disposal Fee (\$29.35) + Administrative Fee (\$10.87) + Excise Tax at 1.5% on Administrative Fee (\$0.16) = Customer rate of \$88.64.

In the event the City Administrative Fee is adjusted, the Administrative Fee portion of the Contractor's Customer rates shall be adjusted in a manner that retains the Contractor's underlying compensation to ensure that the Contractor remains whole.