

**COMPREHENSIVE MULTIFAMILY AND SINGLE FAMILY
RECYCLABLES AND YARD WASTE COLLECTION CONTRACT**

By and Between
The City of Camas, Washington
and
Waste Connections of Washington, Inc.

January 1, 2020

CONTRACT

This Contract is made and entered into on the ____ day of _____, 20____, effective the 1st day of January 2020, by and between the City of Camas, a municipal corporation (hereafter, "City"), and Waste Connections of Washington, Inc., a Washington corporation (hereafter, "Contractor").

RECITALS

WHEREAS, the City and the Contractor desire to enter into this Contract to provide one comprehensive agreement for the collection of recyclable solid waste material generated within the City of Camas and rescind all previously executed agreements and addenda; and

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

DEFINITIONS

The following terms shall have the following meanings unless the context otherwise specifies or requires:

City: The City of Camas, Clark County, Washington.

Contract: This Comprehensive Multifamily and Single Family Recyclables, and Yard Waste Collection Contract By and Between the City and the Contractor and any amendments, modifications or supplements hereto.

Contractor: Waste Connections of Washington, Inc.

Contractor's Inventory: The equipment used by the Contractor to perform this Contract. The Contractor's inventory shall include but not be limited to collection and utility vehicles, Receptacles, and Carts as described in or required under this Contract.

County: Clark County, Washington.

Curb or Curbside: A location on a property, within five feet of the edge of a Public Street that does not block sidewalks, driveways or on-street parking. If extraordinary circumstances preclude placement of a Receptacle at such a location, Curbside shall be considered the same location where solid waste is collected by the City.

Mixed Paper: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging and other fiber-based materials meeting industry standards. Tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil are excluded from the definition of mixed paper.

Multifamily Residence: A multiple-unit Residence with five or more attached units or any Residence with two or more units that has consolidated collection services and billing.

Private Drive: A privately owned or maintained way serving fewer than four Residences or serving less than one Residence for every 100 yards in length.

Private Road: A privately owned and maintained way that allows for access by a service truck and which serves four or more Residences.

Public Street: Any public way used by the public for travel, including alleys.

Receptacle: A Recycling Container, Yard Waste Container, or other container used to contain Recyclables.

Recyclables: Aluminum cans; glass containers; high density polyethylene bottles, mixed paper, newspaper, polyethylene terephthalate bottles; plastic tubs, buckets (5-gallons or less), nursery pots; polycoated cartons; scrap metals; tin; and such other materials that the City and the Contractor mutually determine to be recyclable; provided, however, that a viable secondary market for such additional material is identified and is practicable for the Contractor's existing operations.

Recycle/Glass Bins: A City owned and provided container suitable for household collection, storage, and Curbside placement of source separated glass.

"Recycling" Cart: 35, 65 or 95 gallon (or approved equivalent size) plastic Receptacles for Recyclables on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the Contractor in accordance with this Contract and which is less than one cubic yard in capacity. Cart weights shall not exceed 65 pounds per 35 gallons of nominal capacity (e.g., a 65-gallon Cart would have a weight limit of 120 pounds).

Scrap Metals: Ferrous and Non-ferrous metals not to exceed two (2) feet in any direction and 35 pounds in weight per piece.

Single-Family Residence: All one-unit houses, as well as duplexes, triplexes, four-plexes or mobile homes with individual collection and billing located on a Public Street, Private Drive or Private Road. Single-Family Residences located in an area that the City determines does not allow safe access, turn-around, or clearance for collection vehicles or on a Private Drive will be deemed to be Single-Family Residences if materials are set out adjacent to a Public Street or a Private Road.

Solid waste: All putrescible and non-putrescible solid and semi-solid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles and parts thereof, and Recyclables.

Yard Waste: Leaves, grass, and clipping of woody and fleshy plants up to two (2) inches in diameter and three (3) feet in length collected in 96 gallon carts (or approved equivalent size).

1. Term of Contract/Extensions

The term of the Contract shall commence on January 1, 2020, and expire on December 31, 2029. The Contract may be renewed for up to two (2) successive two (2) year terms. Such renewals shall occur automatically unless either party notifies the other in writing 120 days prior to expiration of the initial or any renewal term of its intent not to renew this Contract. The Contract may also be extended upon the mutual consent of the City and the Contractor for an additional agreed upon term in order to facilitate changes associated with the implementation of new technology not required by the Contract or changes in service level frequency that improve the efficiencies and levels of service provided by the Contractor.

Any amendment to the provisions of this Contract must be mutually agreed upon by the City and the Contractor.

2. Scope of Work

2.1. General Collection System Requirements

2.1.1. Service Area

The Contract service area will be the corporate limits of Camas, Clark County, Washington, as of January 1, 2020. The Contractor is the exclusive service provider for Multifamily/Single Family Recyclables and Yard Waste collection to the entire City.

2.1.1.1. Recyclable and Yard Waste Service Automatic Service Extension Into Annexed Areas Upon Annexation - No Waiver of Rights by Contractor Under Applicable Law

Upon annexation of previously unincorporated territory by the City, the Contractor will immediately provide Recyclables and Yard Waste collection services to the territory annexed by the City per the rates and service levels specified in this Contract. If suitable equipment is not immediately available to Contractor to provide such services in the annexed territory, it shall be afforded a reasonable time to obtain such which shall generally not be more than 90 days from notification by the City of the annexation. Agreement to incorporate service in the annexed territories by Contractor under the rates and service levels of this Contract shall not imply any waiver of its rights under RCW 35.13.280, 35A.14.900 and/or WAC 480-70-141 regarding cancellation of solid waste certificate authority by municipal annexation.

2.1.2. Unimproved Alleys/Private Roads

The Contractor shall collect Recyclables in alleys and on Private Roads to the extent possible generally consistent with the collection services offered under previous contracts with the City for recycling and subject to limitations set forth herein.

In the event that the Contractor reasonably believes that a Private Road or Drive cannot be safely negotiated or that providing walk-in service is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and the Contractor and the City shall determine the best approach for providing safe service to the customer.

2.1.3. Hours/Days of Operation

All Recyclables collection in service areas (including collection from both Single Family Residences and Multifamily Residences) shall be made between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, unless the City in writing authorizes a temporary extension of hours or days.

2.1.4. Contractor Performance/Obligations of Subcontractors

The Contractor and its officers, employees, agents and subcontractors shall perform every act or service to be performed under the Contract in a skillful and competent manner in accordance with the recognized standards of the solid waste collection, transportation and recycling industries. All subcontractors, assigns, agents or any other party utilized by the Contractor in performance of rights and obligations hereunder shall be bound by the terms of this Contract.

2.1.5.Holiday Schedules/Coordination

In the event any regular collection day is a legal holiday recognized by the State of Washington, the Contractor may suspend collection for such day, but shall be required to provide collection service within one business day following the holiday on which service was suspended provided the City treats such alternate day as a work day or unless coordinated with the City Public Works Director. To be clear, Contractor may suspend collection services on New Year's Day, Thanksgiving Day, and Christmas Day. Additionally, services scheduled on the Friday after Thanksgiving may be provided on the next Saturday instead.

2.1.6.Inclement Weather

When weather conditions are such that the Contractor's collection of Recyclables would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor, through its Operations Manager, shall notify the City Public Works Director of the areas not served as a result of inclement weather and shall use its best efforts to work with City to notify the public about service suspensions and rescheduling due to inclement weather conditions.

The Contractor shall collect Recyclables from customers whose service was interrupted as soon as weather conditions no longer pose a danger to life or property. Following a service interruption because of inclement weather, the Contractor shall work in coordination with the City and Clark County Public Health to provide safe and efficient collection. For a one-day delay, the Contractor will use good faith efforts to make collections on the next day. For multiple day delays, the Contractor will use good faith efforts collect twice the normal collection amount on the next scheduled service day.

2.1.7.Collection from City Buildings.

The Contractor shall, at no additional cost to the City, provide Recyclables collection service to current City buildings, as reasonably designated by the Public Works Director as follows: Police Station, City Hall, City Hall Annex, Library, Operations Building, Waste Water Treatment Facility, and Fire Station 42. New City buildings will be added upon at least 60 days prior written notice to Contractor.

2.1.8.Collection, Transportation and Spillage

The Contractor shall be responsible for collecting and transporting all Recyclables and Yard Waste tendered by the customer to an authorized transfer station, material recovery facility and yard waste processing facility designated by the Contractor. All such Recyclables and Yard Waste so transported shall be contained so as to prevent spillage or loss of the materials. The Contractor shall be responsible for picking up any materials lost or spilled during the collection and transportation of such materials.

2.1.9.Suspending Collection from Certain Customers

The Contractor shall use commercially reasonable efforts to provide Recyclables collection service to all customers in the applicable service areas. However, upon the City's written approval, the Contractor may deny or discontinue service to a customer if a customer's acts or omissions warrant the denial or discontinuance of service.

2.1.10. Same-Day Collection/Co-Collection

Recyclables collection shall occur on the same regularly scheduled day of the week for Single- Family Residential customers for garbage collection. Multi-family Recyclables collection services need not be scheduled on the same day as garbage collection.

2.1.11. Receptacles

2.1.11.1. Single-Family Residential Units

The City has provided Recycling Carts and Glass/Recycling Bins to all Single-Family Residential Units for the collection of Recyclables, as of January 1, 2020. The City has also provided each subscribing Single Family Residential Unit with a City-owned 96-gallon Receptacle (or approved equivalent size) for the disposal of Yard Waste, as of January 1, 2020. All such containers were purchased by the City and remain the property of the City. On and after January 1, 2020, the Contractor shall provide such containers to any new customers and shall replace any such damaged containers. Contractor may charge customers for damages to or destruction of containers caused by the customer's acts or omissions.

2.1.11.2. Multi-Family Residential Units

The Contractor shall be responsible for providing Metal Recycling Receptacles for use at Multi- Family Residential Units. Such Receptacles shall be of sufficient size to provide for the collection of all Recyclables generated at Multi-Family Residential Units, and shall be designed so as to permit source separation of glass from other Recyclables. If carts are the desired receptacle for Multi-family recycling, such carts will be provided by the Contractor and delivered by the contractor.

2.1.12. Single Family Residential Recyclables Collection

2.1.12.1. Subject Materials

The defined list of Recyclables shall be collected from all participating Single Family customers.

The Contractor shall collect all Recyclables from Single Family Residences that are prepared as follows and uncontaminated with food or other residues:

Aluminum: All aluminum cans, clean aluminum foil, and clean aluminum pie plates that are placed in the customer's Recycling Cart.

Glass Containers: All brown, green or clear jars and bottles that are rinsed and have lids removed and are placed in the customers' glass bin.

Cardboard: All corrugated cardboard that is flattened and placed in customer's Recycling Cart. Large cardboard should be broken or cut down and placed in Recycling Cart.

Miscellaneous:	Used motor oil and antifreeze in sealed clear plastic jugs. Household batteries in a sealed plastic bag and placed on top of the cart.
Mixed Paper:	All Mixed Paper that is placed loosely in Recycling Cart. Shredded paper must be separately contained in a paper bag or cardboard box and placed in cart.
Newspaper:	All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart.
PET and HDPE Bottles and Jugs:	PET and HDPE bottles, jugs, nursery pots, buckets (5-gallons or less) and tubs that are placed in the customer's Recycling Cart. Other plastics and automotive product containers and lids are excluded (not accepted).
Polycoated Cartons and Boxes:	All plastic-coated cartons and boxes that are flattened and placed in the customer's Recycling Cart.
Scrap Metals:	Ferrous and Non-ferrous metals not to exceed two (2) feet in any direction and 35 pounds in weight per piece.
Tin Cans:	All food and beverage cans with labels removed that are placed in the commingled Recycling Cart.

Recycling Carts shall be placed at the Curbside for each residential unit. The Contractor may decline to collect any containers not so placed, or any glass recyclables not properly source separated.

No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single Family Residence. In this case, the Contractor shall request the resident to use commercial recycling services and to discontinue setting out excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear notification of the collection delay is provided to the customer.

2.1.13. Multi-family Recyclables Collection

2.1.13.1. Subject Materials

The defined list of Recyclables shall be collected from all participating Multi-family customers. The Contractor shall collect all Recyclables from Multi-family residences that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.1.13.

2.1.13.2. Specific Collection Requirements

Multifamily Recyclables collection shall occur weekly during the hours and days specified for Residential collection. Collections shall be made on a regular schedule on the same day to minimize customer confusion. Containers shall be replaced in the same location after emptying.

2.1.14. Recyclables

The definition of “Recyclables” and list of Recyclables herein may be modified by Contractor to remove items when a viable secondary market for such items is no longer available or practicable for the Contractor’s existing operations.

2.1.15. Yard Waste Collection

The Contractor shall provide Yard Waste collection services every other week throughout the year (subject to inclement weather) according to its schedule for Single Family Residential Recyclables Collection. Yard Waste collection and rates are described in Exhibit A.

If the City and Contractor desire to replace the Yard Waste services with the collection of organics, Contractor and the City will negotiate in good faith about doing so. If the City and the Contractor reach mutually agreeable terms, Contractor and the City will sign a mutually agreeable amendment.

2.1.16. Excluded Waste

Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect 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 (“Excluded Waste”); (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.

2.2. Customer Service

2.2.1.Promotion

Contractor shall, in conjunction with the City or County in a form acceptable to the City, prepare and present a promotional program and materials designed to educate Recyclables and Yard Waste collection customers with and about the recycling program annually to encourage participation. Contractor shall annually distribute a calendar highlighting the schedule of yard waste collection.

2.2.2.Office

The Contractor shall maintain an office where the Contractor can be contacted by persons seeking information concerning Recyclables and Yard Waste collection services. Such office shall be equipped with a telephone having a local number, and shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for the holidays described herein.

2.2.3. Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, sexual orientation, creed, color, religion or national origin.

2.2.4. Complaints

All complaints shall be directed to the Contractor and shall be given prompt and courteous attention. In the event of missed collections, the Contractor shall promptly investigate such complaints, and if verified, shall arrange for collection within one business day of the time the complaint was received. Upon notice from the City, Contractor shall respond within one business day to complaints regarding leakage and spillage from equipment to the reasonable satisfaction of the City Public Works Director.

2.3. Reporting

The Contractor shall submit to the City each month in writing a report of its operations for the prior month. Such report shall contain the following information:

The number of residential units which participated in Recyclables collection.

The weights and/or volumes by material of all Recyclables collected.

Any other information reasonably related to the recycling program as the City may request from time to time.

2.4. Field Monitoring

The City may periodically monitor collection system parameters such as participation, Receptacle condition, content weights, waste composition, and customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to customers, the City, and the Contractor.

2.5. Transition to Next Contractor

The Contractor shall work with the City and subsequent solid waste contractors in good faith to ensure a minimum of customer disruption during the transition period. Residential Receptacle removal and replacement shall be coordinated between the Contractor and subsequent contractors to occur simultaneously to minimize customer inconvenience.

3. Compensation

3.1. Mandatory Service Ordinance

The City has previously adopted an ordinance providing for a mandatory program of curbside recycling whereby all residents shall be charged for the collection of Recyclables at rates to be specified in such ordinance and/or as from time to time amended as set forth in the rates in Exhibit A which by this reference is incorporated herein. Such ordinance shall further provide for the Contractor to purchase containers designed for Recyclables and Yard Waste and for the distribution of such containers to all residents in the Contractor service area under this Agreement. Enactment of this ordinance shall be consistent with the comprehensive solid waste management plan of Clark County.

3.2. Billing

The City shall, consistent with its current practices for solid waste collection services, impose and collect a charge from all residential units within the service area for the collection of Recyclables which shall be remitted to the Contractor.

The Contractor shall bill customers directly for fees associated with collection of Yard Waste.

3.3. Compensation to the Contractor

As payment for the services to be provided as set forth herein, the Contractor shall be paid at the rates set forth in Exhibit A. Within ten (10) days following the first City Council meeting of each month, the City shall remit to Contractor payment for services rendered the preceding month.

3.4. Yard Waste Fees

Yard Waste fees will be reviewed on an annual basis and adjustments to the Contractor's Yard Waste fees shall be made according to changes in Yard Waste facility tipping fees, changes in labor costs, and changes in program collection specifications. Yard Waste collection services and rates shall be billed by Contractor as described in Exhibit A.

3.5. Compensation for Additional Services

The Contractor and City may mutually agree in writing to have the Contractor provide new or other services. The Contractor may be compensated for additional services by the City if the Contractor and City agree to the services in writing prior to the services being performed. The City and the Contractor shall have the option of adding rates for new services, or to accommodate unforeseen circumstances. The Contractor shall supply an adjusted rates schedule to the City 120 days before new rates are to be effective.

3.6. Rates/Rate Adjustments

The Contractor's current charges for collection, transportation and disposal services shall be those established in Exhibit A and by this reference incorporated herein.

3.6.1. Changes in Processing/Disposal Fees

Exhibit A shall be periodically amended to reflect these rates and shall also reflect increases or decreases in processing or disposal fees which the Contractor is hereby authorized to pass through. The rates set forth in Exhibit A shall be further subject to an annual cost of living adjustment and for fuel as follows:

3.6.1.1. Successive Rate Changes for Cost of Living Adjustments

On January 1, 2021, and every January 1st thereafter, the Contractor shall be permitted to adjust the rates set forth in Exhibit A as follows: the change in the Consumer Price Index CPI based on the annual change in August of the Consumer Price Index ("CPI") for the Urban Wage Earners and Clerical Workers (CPI-W).

3.6.1.2. Other Adjustments/Changes in Law

In addition to any disposal/processing fee adjustment, the Contractor shall also be permitted to pass through rate adjustments for any changes in local, state or federal laws which increase the cost of providing services pursuant to this Contract. After documentation of the impact of such changes, upon Contractor's costs of providing service in the City, the City shall review the proposed rate changes and shall not unreasonably withhold approval of pass through due to changes in local, state or federal law.

4. General Terms

4.1. Collection Rights

The City hereby grants the exclusive right and privilege to Contractor to collect residential Recyclables and Yard Waste within the City. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

Ownership of Recyclables collected under this Contract shall vest in the Contractor once the Recyclables are placed in Receptacles for the Contractor to collect.

4.2. Access to Records

The Contractor shall maintain in its local office full and complete operations and customer service records. The City shall be allowed access to these records for audit and review purposes upon 24-hour advance written notice. The provisions of this section shall survive the expiration or earlier termination of the Contract.

4.3. Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding the proper method of doing the work required under this Contract; all conditions affecting the work to be done; the labor, equipment and materials needed thereon; and the quantity of the work to be performed.

4.4. Insurance

4.4.1. General Requirements

Subsequent to the award but prior to the execution of this Contract, the Contractor at its own expense shall obtain and file with the City a Certificate of Insurance evidencing general comprehensive liability insurance coverage (including all of the coverages set forth below). This Certificate of Insurance shall be subject to approval by the City's Risk Manager as to company, terms and coverages. All insurance shall be written on an occurrence basis.

Such liability insurance must specifically name the City as an additional insured thereunder and must fully protect the City from any and all claims and risks and losses in connection with any activities or omissions by the Contractor by virtue of this Contract.

Such liability insurance must be maintained in full force and effect at the Contractor's sole expense for liability for property damage or personal injury that may occur in connection with activities or omissions by the Contractor by virtue of this Contract. The City shall be given 30 calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such insurance. The requirements of this section may be satisfied by self-insurance.

4.4.2.Coverages

Said insurance policy and/or endorsements thereto, as evidenced by the Certificate of Insurance, must provide a minimum of \$2,000,000 in coverage and limits and contain the following provisions:

- Bodily Injury
- Employees as Additional Insured
- Premises/Operations Liability (M&C)
- Owners and Contractors Protective Liability
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Broad Form Property Damage Liability (including completed operations)
- Personal Injury (with no employee exclusion)
- Automobile Liability (including coverage for owned, non-owned, leased or hired vehicles)
- Explosion, Collapse, Underground Damage (referred to as "X.C.U.")

At the end of the initial term set forth in section 1, Contractor and the City shall review the coverage types and policy minimums provided above to determine their continuing efficacy and reasonableness.

4.5. Indemnification

4.5.1.Indemnification

Contractor shall indemnify and hold harmless City, its officers, agents, employees, servants and elected officials, from and against all claims, demands, suits, causes of action, costs, damages, and expenses, including attorney's fees, to the extent arising out of any willful misconduct or negligent act or omission in the performance of the terms and conditions of this contract by Contractor, its agents, employees, servants, officers, and subcontractors; provided, however, that the obligations of Contractor in this Section 4.5.1 shall not apply to the extent that any such claim, demand, suit, cause of action, cost, damage or expense (including attorney's fees) arise out of or are connected in any way with any willful or negligent act or omission in the performance of the terms and conditions of this Contract by City, its officers, agents, employees, servants, and elected officials or other parties not affiliated with Contractor.

Contractor further agrees to indemnify and hold harmless City, its officers, agents, employees, servants, and elected officials, from and against all claims, demands, suits, causes of action, costs, damages and expenses including attorney's fees, from claims or suits brought by Contractor's own employees, agents, servants and subcontractors against the City, and for that purpose Contractor specifically waives any immunity under the Worker's Compensation Act (RCW Title 51) but only to the extent necessary to implement its agreement to indemnify and defend the City under this section.

Contractor's obligation to indemnify and hold City harmless as set forth in this section shall include all claims alleged, regardless of whether such claims are false or groundless.

Contractor's obligation to indemnify and hold City harmless as set forth herein shall further include the obligation to provide defense on behalf of the City in any suit or action, and to retain such attorney or attorneys as are reasonably acceptable to City to defend such suits or actions.

4.5.2. Notice to the Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel, the City shall assert all defenses and counterclaims reasonably available to it.

4.5.3. Applicability of RCW 4.24.115

If a court of competent jurisdiction determines that the Contract is subject to RCW 4.24.115, the Contractor's liability to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Contractor and the City shall be limited to the Contractor's negligence.

4.6. Arbitration

The parties agree to resolve any disputes which arise under this Contract by arbitration. Any party seeking to commence arbitration hereunder shall send a written notice to the other party with a demand for arbitration. Such demand may be made at any time after a dispute has arisen up to the time that answers to a complaint have been filed by all necessary parties. All disputes arising under or in any way related to this Contract shall be resolved by arbitration, including but not limited to breach of contract claims or a claim that the arbitration provisions contained herein is inapplicable or unenforceable. Any dispute under this Contract shall be submitted for arbitration to the American Arbitration Association.

The parties may agree to a single arbitrator. If the parties are unable to agree to a single arbitrator within ten (10) business days after a demand for arbitration has been given, each party shall select an independent arbitrator, who shall then select a third arbitrator. If the two chosen arbitrators are unable to agree on the appointment of a third arbitrator, then either party may petition the Superior Court of Clark County for the appointment of a third arbitrator. The arbitration hearing shall be held within a reasonable time after the appointment of all arbitrators at a location to be agreed upon in Clark County, Washington.

A decision of two of the three arbitrators shall be binding on the parties. Judgment on the arbitrators' award may be entered as if after trial, in accordance with Washington State law.

Each party shall be responsible for payment of arbitration expenses incurred by any arbitrator chosen by them and one-half of the expenses incurred by any arbitrator agreed upon by the parties, chosen by the arbitrators, or appointed by the court.

4.7. Prevailing Wages

The Contractor shall pay prevailing wages to all employees where applicable.

4.8. Assignment

The Contractor's rights under this Contract shall not be assigned or transferred to any other party which the City, in good faith, believes lacks the requisite financial and operating capabilities to perform services under this Contract, without the prior written consent of the City which consent shall not be unreasonably withheld.

4.9. Waiver

The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any portion itself.

4.10. Laws to Govern

This Contract shall be governed by the laws of the State of Washington as to both interpretation and performance.

4.11. Compliance with Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the project, in performing its obligations under the Contract.

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

4.12. Permits and Licenses

The Contractor and subcontractors shall secure a City business license from the City. The Contractor shall have or shall obtain all permits and licenses necessary to provide the services herein at its sole expense.

4.13. Independent Contractor

The City and the Contractor intend that the Contractor is an independent contractor under the Contract. The provision 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.

4.14. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of performance of such obligations hereunder, except as may be specifically provided herein, when performance of such obligations is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, injunctions or other circumstance beyond the party's reasonable control.

The party asserting a right to suspend performance under this section must, within a reasonable time after it has knowledge of the cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Contract to it, that party may, within a reasonable time (not to exceed 30 days), terminate this Contract.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended and when performance will be resumed.

4.15. Section Headings

Section headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. Section headings do not purport to, and shall not be deemed to, define, limit or extend the scope or content of the clauses to which they pertain.

4.16. Illegal Provisions

If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

4.17. Modification

This Contract and the attachments attached hereto and incorporated herein by this reference represent the entire agreement 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. This Contract may be modified or amended only by a written agreement duly executed hereto by authorized representatives of the Contractor and the City.

4.18. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed (postage prepared and return receipt requested), addressed to the parties as follows:

To City: City of Camas
616 NE 4th Avenue
Camas, WA 98607

To Contractor: Waste Connections of Washington, Inc.
Attn: District Manager
9411 NE 94th Avenue
Vancouver, WA 98662

And To: Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

4.19. Authority of Parties

Prior to or concurrent with the execution of this Contract, both the City and the Contractor shall have been duly authorized by all necessary corporate action to enter into and execute and be bound by the terms and conditions of this Contract.

Executed on the day and year first herein above written:

CITY OF CAMAS

WASTE CONNECTIONS OF WASHINGTON, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Co-Mingle Weekly Collection Rate: \$5.41 per month for 65-gallon container and glass bin serviced weekly. 35 or 95 gallon carts are available as an option.

Yard Debris Rates for 2009: \$8.24 per month or \$78.28 per year for 96 gallons (or approved equivalent size) container serviced every-other-week.