

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Waste Management  
Healthcare Solutions of  
Washington Customer  
Service Agreement for  
Medical Waste Pickup

\_\_\_\_\_ Briefing  
\_\_\_\_\_ Proposed Action  
\_\_\_\_\_ Consent  
\_\_\_\_\_ x Action  
\_\_\_\_\_ First Reading  
\_\_\_\_\_ Second  
\_\_\_\_\_ Reading  
\_\_\_\_\_ Third Reading  
\_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
Originating Department Finance/Purchasing  
Contact Person Clark Langstraat  
Phone Number 425-257-8901  
FOR AGENDA OF December 7, 2016

Initialed by:  
Department Head \_\_\_\_\_  
CAA db  
Council President SM

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Agreement	<u>Department(s) Approval</u> Safety, Fire, Finance/Purchasing
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Amount Budgeted	\$600 annual estimate	
Expenditure Required	\$600 annual estimate	Account Number(s): various
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Fire and other City departments require regular pickups of medical waste. The previous provider, Rubatino Refuse Removal, Inc. has sold its Medical Waste Division to Waste Management Healthcare Solutions of Washington. Waste Management requires the execution of the attached agreement which contains indemnification language.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to Sign the Waste Management Healthcare Solutions of Washington Customer Service Agreement for medical waste pickup in the approximate annual amount of \$600.



**CUSTOMER SERVICE AGREEMENT**

LIBRARY 133A \*\* HEALTHCARE

2947 - WM Healthcare Solutions of Washington \* 8111 1st Ave South \* SEATTLE WA 98108

THIS OFFER IS VALID UNTIL: \_\_\_\_\_ EFFECTIVE DATE: November 9, 2016  
 CONTRACT NUMBER: \_\_\_\_\_ REASON CODE: NBO New Business Permanent  
 SALES PERSON: Matt Toner TERM IN MONTHS: 36

Customer: SEE EXHIBIT A Billing Name: City of Everett/Accounting  
Jim Souder  
 Service Address: \_\_\_\_\_ Billing Address: PO Box 12130  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: Everett State: WA Zip: 98206-2130  
 Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone No.: 425-257-7023 Fax: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Contact: James Souder  
 Email: \_\_\_\_\_ Email: jsouder@everettwa.gov  
 County: Snohomish In City Limits? \_\_\_\_\_ County: Snohomish In City Limits? \_\_\_\_\_

Quantity	Container Size	Waste Type	Rate ( gal / ea )	Frequency	Operations to assign route						
	23	Red Bag	WA Tariff	On Call	SUN	MON	TUE	WED	THUR	FRI	SAT
N											
M											
W											

Special Instructions

Preferred Delivery Date: \_\_\_\_\_ Quantity: 1 Preferred First P/U: Wait/On Call  
 Hours of Operation: SEE EXHIBIT A  
 Map Coordinates: \_\_\_\_\_  
 Special Notes: Multiple sites, See EXHIBIT A

WASTE MANAGEMENT USE ONLY	Customer Dept.		Rate Restriction	RR - Rate Restricted
	P.O. Number		Date of Increase	
	Acct. Number		Price Group	TWW
	Tax Code		Bill to Acct #	
	SIC Code		Disposal Site	
	Municipality		Promotion Code	
	Prev. Provider		Sales Force #	
	Job Number		Parent Number	

Dollar Amount		
	Flat Rate	Flat Monthly Disposal Rate
\$ 20.00	On Call	On Call Service Call
	OSHA	OSHA Compliance
	Replacement Bio Box	Replacement Box Charge
\$ 40.00	Replacement Reusable Tub	Lost/Replacement Tub Charge
\$ 20.00	Minimum Per Stop	Minimum Per Stop
\$ 12.00	Overweight Per Cont.	Overweight Per Container
	Enviro Fee	<a href="http://www.wm.com/fec">www.wm.com/fec</a>
	Fuel Surcharge	

Container Size Maximum Weight limits allowed

Container Size	Maximum Weight
17 Gallon Reusable Tub	40 Lbs
23 Gallon Box	40 Lbs
30 Gallon Box	50 Lbs
31 Gallon Reusable Tub	60 Lbs
43 Gallon Reusable Tub	60 Lbs

THIS IS AN AGREEMENT. EACH UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ABOVE AND ATTACHED (WHICH ARE INCORPORATED HEREIN) AND THAT HE/SHE HAS THE AUTHORITY TO SIGN. ALL DELIVERY AND PICK UP DATES ARE SUBJECT TO CHANGE DEPENDING ON ROUTE SERVICE IN THE PARTICULAR SERVICE/MARKET AREA.

CUSTOMER: \_\_\_\_\_ WM HEALTHCARE SOLUTIONS OF WASHINGTON:  
 AUTHORIZED SIGNATURE \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_  
 James Souder \_\_\_\_\_ NAME, TITLE (PRINT OR TYPE) \_\_\_\_\_  
 NAME, TITLE (PRINT OR TYPE) \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE \_\_\_\_\_

(Please date and initial if more than one location)

1. REGULATED MEDICAL WASTE SERVICES. WM Healthcare Solutions, Inc. (the "Company"), itself or through its subsidiaries and affiliates, will provide Customer with collection, management, transportation, disposal, and treatment of all Regulated medical waste (or "Regulated Medical Waste" or "Waste Material"), and not including Nonconforming Waste as defined here, generated by Customer during the term of this agreement. For the purpose of this agreement "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by your State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations (49 CFR 172.302). "Nonconforming Waste" means: (1.) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains; (2.) radioactive waste; (3.) any listed hazardous waste; (4.) containers that are damaged, leaking or could cause harm or exposure to employees, general public or others; (5.) waste that has been incorrectly identified, labeled and/or segregated; (6.) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices (7.) pharmaceutical waste (except what is accepted by the Company under our pharmaceutical disposal program); (8.) boxes that exceed approved Company and DOT standards (9.) any other waste that cannot be collected, transported or treated by the Company in accordance with state and federal regulations, laws and/or guidelines. Customer is liable for all damages and losses resulting from any Nonconforming Waste due to packing or the contents being collected, transported, treated, or disposed by the Company. Further Waste Acceptance Definitions are addressed in the Attached Waste Acceptance Protocol.

2. INSPECTION; REJECTION OF WASTE. Title to and liability for Non-conforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Waste Material is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's sole expense. Customer shall indemnify, hold harmless (in accordance with Section 6) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

3. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Waste Material in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Waste Material. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

4. CHARGES AND PAYMENTS. Customer shall pay the rates set forth in Waste Management's tariff on file with the Washington Utilities and Transportation Commission (current copy attached), rates may be adjusted in accordance with WAC 480-70-236.

5. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

6. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of Waste Material Unless otherwise provided herein, any modifications to this Agreement must be in accordance with applicable Washington Administrative Code and Accepted by the Washington Utilities and Transportation Commission (where applicable).

7. TERM and TERMINATION. This agreement will be renewed every 36 months or earlier if requested by generator from date written below and Company or Generator may terminate this Agreement in accordance with applicable Washington Administrative Code

AGREED & ACCEPTED on \_\_\_\_\_, 2016 ("Effective Date")

WM Healthcare Solutions of Washington

CUSTOMER

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Red Bag  
Incinerable  
Hazardous / RCRA  
Hazardous / Pharma  
CESQG Pharma  
Pharmaceutical  
Non-Haz Pharm  
Pathological  
Sharps  
Trace Chemo  
Confidential Docs  
Aphis Waste  
Aphis (Incin)  
Sharp's Reusable  
Sharp's Recycling  
Supplies  
Training Session  
Off Spec

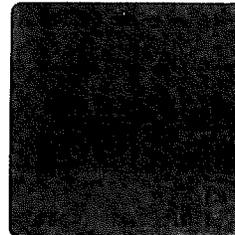
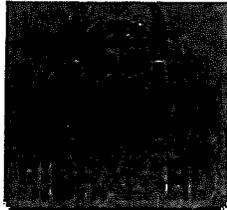
1.4 Qt Sharps  
5.4 Qt Sharps  
8 Qt Sharps  
5  
8  
12  
17  
18  
23  
30  
31  
43  
Dollie  
Lab Lid  
Gaylord  
Pallet  
Cust. Owned  
Other

<u>Location</u>	<u>Address</u>
Animal Shelter	333 Smith Island Rd, Everett 98201-8666
Panama Utilities Warehouse	3200 Cedar St Bldg #3, Everett 98201
Everett Station	3201 Smith Ave., Everett 98201
Police Property Room	2722 Colby Street, Everett 98201
Fire Station #1	3619 Rucker Ave, Everett 98201-4630
Fire Station #2	2201 16th Street, Everett 98201-1714
Fire Station #4	5920 Glenwood Avenue, Everett 98203-3053
Fire Station #5	6801 Beverly Blvd, Everett 98203-3053
Fire Station #6	9520 Evergreen Way, Everett 98204-7156
Fire Station #7	11221 Silver Lake Rd, Everett 98208-2543
Fire Training Bldg	2801 Oakes Ave, Everett 98201-3629
Forest Park	802 East Mukilteo Blvd, Everett 98203-2100

<u>Hours</u>	<u>Contact person</u>	<u>Contact email</u>
8:30-5, 7 days	Susan Shephard	<a href="mailto:sshephard@everettwa.gov">sshephard@everettwa.gov</a>
M-F 7:30-4	Marge Gogal	<a href="mailto:mgogal@everettwa.gov">mgogal@everettwa.gov</a>
M-F 6am - 10pm	Paul Gonzales	<a href="mailto:pgonzales@everettwa.gov">pgonzales@everettwa.gov</a>
M-T and Th-F 9-11 am noon to 3	Scott Smith	<a href="mailto:ssmith@everettwa.gov">ssmith@everettwa.gov</a>
24 hours	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
24 hours	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
24 hours	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
24 hours	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
24 hours	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
24 hours	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
M-F 8-4	Roger Vares	<a href="mailto:rvarres@everettwa.gov">rvarres@everettwa.gov</a>
M-F 6am-9:30pm	Euan Robertson	<a href="mailto:erobertson@everettwa.gov">erobertson@everettwa.gov</a>

<u>Contact phone</u>	<u>Alternate Contact</u>	<u>Notes</u>
425-257-6015	Main 425-257-6000	Go to back door, ring door bell
425-257-7820	Chad Malland 425-257-7211	
425-257-7757		inside bldg by security
425-257-8427		Basement
425-257-8116		
425-257-8116		
425-257-8116		
425-257-8116		
425-257-8116		
425-257-8116		
425-257-8116		
425-257-8116		
425-257-8396	Doug Acheson 425-257-8357	Two Containers; first go to Swim Center then they

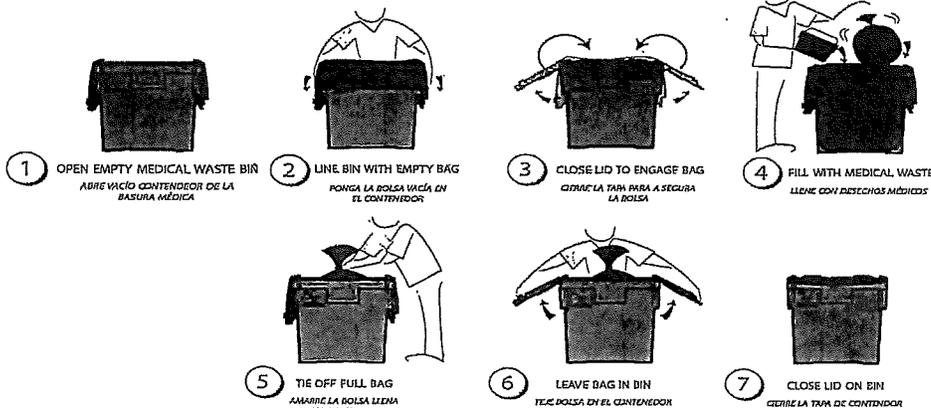
will take you to Maintenance for 2nd container bc locked.



## Biohazard Waste Info Sheet

### How-To Instructions

**WM**  
WASTE MANAGEMENT  
Think Green:  
Maneja y llenado de un  
recipiente de desechos médicos



### Weight Limits on Containers

31 and 43 gallon Tub=	60 lbs
17g Tub=	40 lbs
23g Cardboard Box=	40 lbs
30g Cardboard Box=	50 lbs

*\*Our drivers may leave behind containers that are overweight or improperly packaged. Extra Charges may be assessed for overweight /improperly packaged containers and/or containers may have to be shipped back to generator (at generator's expense) to be re-packaged.*

All containers should be pre-packaged correctly for shipment by generator per D.O.T

- Liner must be tied off
- Container lid closed or Box Taped (if using Cardboard)
- Customer Label Applied
- Someone available to sign manifest at the time of pickup

Questions? Need Supplies? Need a pickup?  
 Contact us at: **1-855-427-1999**  
 or email **HealthcareWasteNW@wm.com**

We can also provide services for the following:

- Pharmaceutical Waste Services
  - Hazardous Waste Services
- OSHA Training/Hazard Communication
  - DOT Training Services