

**AMENDMENT No. 1
TO**

**The Organics Waste Processing Contract
Between the City of Seattle and PacifiClean Environmental of Washington, LLC**

This AMENDMENT is entered into by and between THE CITY OF SEATTLE ('City'), a municipal corporation of the State of Washington, and PACIFICLEAN ENVIRONMENTAL OF WASHINGTON, LLC ('Contractor').

WHEREAS, the parties desire to negotiate changes and make additions to the Contract.

IN CONSIDERATION of the terms and conditions herein, the parties agree to amend the Contract as follows:

1. **Section 150. Transportation Services if Primary Facility is Delayed** is inserted as a new section as follows (to clarify transportation and trailer responsibilities if the Contractor's primary processing facility is not operating and accepting Organic Waste on April 1, 2014):

Notwithstanding any other provision of this Contract, if the Contractor's Primary Processing Facility is not operating and accepting Organic Waste by April 1, 2014, then the City will provide transportation services with City-owned trucks and trailers to the Maple Valley Back-up Processing Facility located at 17825 Cedar Grove SE and identified in Section 230. The City will also retrieve Contaminants as described in Section 240 from this same Back-up Processing Facility.

The Contractor transportation terms in Sections 100-140 will not apply during the period when the Primary Facility is delayed and the City is providing transportation services to the Maple Valley Back-up Processing Facility. Once the Primary Facility or a new additional Back-up processing facility is available to receive the entire Contractor Share of the City's Organic Waste, then the Contractor will provide 14-day notice to initiate Contractor transportation services from City facilities and all the original terms of the Contract shall be reinstated.

2. **Section 230. Back-up Organics Processing Facility**, a new paragraph is inserted at the end of the section (to allow for additional back-up facilities to be added by the Contractor):

The Contractor may arrange for processing at additional back-up facilities. The Contractor will provide 30-day prior notice to the City of Contractor's intent to use any new back-up facility with documentation confirming the regulatory authority and capacity of the back-up facility to receive the City's Organic Waste.

3. **Section 235. Receiving Hours at Facilities if Primary Facility is Delayed** is inserted as a new section as follows (to clarify facility availability if the Contractor's Primary Processing Facility is not accepting Organic Waste on April 1, 2014):

The Back-up Processing Facilities will be open 7am – 7pm Monday through Friday and on Saturday from 7am – 4pm to receive the City's Organic Waste during the period when the Primary Processing Facility is delayed.

4. **Section 405. Payment for Processing-only Services if Primary Facility is Delayed** is inserted as a new section as follows (to provide new payment terms):

The City shall pay the Contractor \$45.41 per ton for processing-only services at the Back-up Facilities identified in Section 230 during the period the Primary Facility is delayed. There will be no minimum load weights.

If the Maple Valley Back-up Facility is unable to accept the City's Organic Waste, then the Contractor will reimburse the City for additional expenses related to hauling to the more distant Everett Back-up Facility.

During the period the Primary Facility is delayed, there will be no billing from the City for any 'additional City operational costs' under Section 230.

The City will receive the \$10,000 credit each month during this period as described in Section 400. All other payment terms of Sections 400 and 410 will not apply while the City is providing transportation services due to delayed operations at the Primary Facility.

5. **Section 425. Performance Adjustments for Processing-only Services if Primary Facility is Delayed** is inserted as a new section as follows (to provide new performance terms):

The Contractor shall pay the City \$1.00 per minute for every individual City truck trip that exceeds a cycle time of 30 minutes at the Back-up Facility during the period the Primary Facility is delayed. Performance adjustments in Section 420 will not apply while the City is providing transportation services due to delayed operations at the Primary Facility.

Except as set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by having their representatives affix their signatures below.

PACIFICLEAN ENVIRONMENTAL OF
WASHINGTON, LLC

THE CITY OF SEATTLE

By _____
Larry Condon
Authorized Member

By _____
Ray Hoffman
Director, Seattle Public Utilities

Dated: _____

Dated: _____

Authorized by Ordinance Number _____