

## RECYCLE PROCESSING SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Pioneer Recycling Services, LLC, a *Washington*, corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of Sorting and Marketing Curbside Recyclables; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue for a period of five years ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City, or with or without cause by Contractor with a minimum 90 days' notice.

4. Compensation.

A. Total Compensation for Recycle Processing Services. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor a fixed "per ton" processing cost, which is offset by the market value of its recyclables. The calculation of the fixed processing cost offset by the average monthly market value of recyclables will result in a "net" cost/credit per ton to the City.

i. Fixed Processing Cost. The fixed processing cost for comingled recyclables delivered to Contractor shall not exceed Eighty-four and 56/100 Dollars per ton. This fee shall be in effect for the first year of the contract. Starting the second year, the fixed processing costs shall adjust annually at the rate of 100 percent of the SEATTLE-TACOMA-BREMERTON Consumer Price Index, All Items 1982-84=100 for All Urban Consumers (CIP-U).

ii. Recycling Average Market Value Credit. The City shall receive 100 percent of the average market value of its processed recyclables. Average market value shall be determined by what the Contractor receives or pays for the City's recyclable material shipped from its facility each month. Average market value is an aggregate value of all City recyclables calculated as shown in Exhibit B. The sort percentages shown in Exhibit B, Pricing and Yield Matrix will be in effect for the first year of the contract, and updated annually thereafter.

iii. Reporting and Invoicing Requirements. The Contractor shall provide to the City each month, invoices and reports in an electronic format specified by the City. The Contractor shall not receive its monthly compensation until all items required in reports and invoices are submitted to the City. At a minimum, the invoices and reports shall include:

- a. Detailed weights of each load of City recyclables delivered to the facility, to include gross, tare and payload, date, time and truck/trailer number; and
- b. A summary of total tons of recyclables received from the City; and
- c. A pricing matrix summary showing the tons and percent of each recyclable material sold, by type of product, grade of material, market value; and
- d. A monthly market synopsis; and
- e. An annual summary of recyclable materials sales by country of destination.

C. Method of Payment/Credit. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, attached hereto in Exhibit C, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

D. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City

and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit E. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit F.

9. Confidentiality.

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

C. No Limitation. Contractor's maintenance of insurance as required by the agreement 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.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

The City reserves the right to inspect documentation of market values paid/received by Contractor. The City shall give the contractor at least 20 days' notice of its desire to inspect market value documentation.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that

any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.



J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

T. Definitions. Exhibit D contains definitions for industry specific terminology used in this agreement and in some attachments.

U. Back-up Facility. Exhibit G contains notice that Pioneer Recycling Services, LLC, has made formal arrangement with Waste Management of Tacoma to serve as a back-up recycle processing facility for City materials, should Pioneer be unable to process them for any reason.

CITY OF OLYMPIA

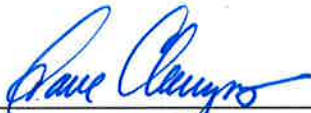
By: \_\_\_\_\_  
Steven R. Hall, City Manager  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

Darren Nienaber DCA  
Deputy City Attorney

**I certify that I am authorized to execute this contract on behalf of the Contractor.**

PIONEER RECYCLING SERVICES, LLC:

By:   
Dave Claugus, Vice President  
4109 192<sup>nd</sup> Street E  
Tacoma, WA 98446  
(253) 655-0291  
Date of Signature: 1-31-17

**Exhibit A**  
**SCOPE OF SERVICES**

I. **Primary Recycle Processing Facility.**

The Contractor's primary processing facility for City of Olympia recyclables is located at 4109 192<sup>nd</sup> Street E., Tacoma, Washington. The Contractor shall maintain all licenses and permits, and comply with all local, state and federal regulations necessary to operate a recycle processing facility.

II. **Contingency, Back-up Recycle Processing Facility.**

To avoid disruption of the recycling collection program through a temporary shutdown in processing, due to labor dispute, natural disaster, fire, or other disruption, the contractor shall have an agreement with another permitted processing facility(s) for processing recyclables.

III. **Receiving, Sorting, Processing and Marketing (Recycle Processing).**

Contractor shall receive, sort, process and market all the City's commingled recyclables delivered to the Contractor by the City's recycle logistics transporter and/or the City itself.

The Contractor shall process recyclables in a manner that maximizes the amount and quality of recycled material, and minimizes the amount of residuals, trash and out-throws, and complies with all regulations applicable to recycle processing facilities in Washington State.

The Contractor shall ensure recyclables from the list of accepted materials shown in section VI of the Scope of Services (Exhibit A), go to viable recycling markets. The Contractor is prohibited from disposing, composting or incinerating any program recyclables received under this contract without permission from the City of Olympia. Such permission shall not be unreasonably withheld.

Exception: If no viable markets exist for mixed glass cullet from ResMix, recyclable glass bottles and jars may be directed for secondary uses, such as aggregate material, insulation and alternative daily cover.

IV. **Scaling and Tipping.**

The Contractor shall provide access to weight scales and vehicle unloading areas between the hours 7:00 A.M. and 7:00 P.M., Monday through Friday, except for Thanksgiving, Christmas and New Year's Day. The Contractor shall weigh and record the inbound "loaded" weight, and use the tare "unloaded" weight to calculate the "payload" of each trailer load of recyclables. Wait times for inbound loads shall be kept to a minimum, with an expected cycle time of less than 45 minutes from time of inbound scaling to outbound scaling.

V. **Accepted Materials.**

The materials described below define and give examples of which recyclables are accepted by the Contractor. The City and Contractor recognize that some non-recyclable, as well as marginally recyclable materials not currently accepted may inadvertently be placed in carts and containers by City customers. These materials are considered contamination, otherwise known as residuals, or trash. The City and Contractor may, at any time, mutually agree to modify the accepted material list.

**Mixed Paper:** newspaper, junk mail, magazines, catalogues, phone books, paper books, cereal and other dry food storage boxes, frozen food boxes, soda and beer cartons, paper bags, packing paper, egg cartons, old corrugated carton (OCC), pizza boxes with little to no food residue, and other fiber-based materials meeting industry standards and/or accepted by the Contractor. Excluded from recyclable mixed paper are tissue paper, paper towels, butcher paper, and any contaminated or food-soiled paper.

**Cardboard:** cardboard boxes with the waffle in the middle, also known as old corrugated carton, or OCC.

**Cartons:** gable top and aseptic cartons such as milk, soy, and soup broths.

**Plastics:** all plastic jugs #1-7 with a neck smaller than the base ranging in size from pill bottles to large (2 ½ gallon) laundry detergent jugs, plastic dairy tubs and other colored tubs, yogurt cups and containers, plastic buckets, rigid plastic flower pots.

**Aluminum and Tin Cans:** beverage cans such as soda and beer cans, and tin cans used for food storage.

**Pots and Pans:** All metal pots and pans.

**Glass bottles and jars:** bottles and jars with a neck smaller than the base.

**Exhibit B**

**GRADE VALUE, MARKET CREDIT/CHARGE AND MATERIAL COMPOSITION**

**Grade Value:** The material grade value shall be the estimated value the processor receives each month for recyclables, or pays each month for trash, and glass reused for alternative daily cover. The estimated value of each grade shall be calculated using the Contractor's order file at the time of pricing, typically between the 5<sup>th</sup> and 10<sup>th</sup> of each month.

**Material Composition:** The percentage of ResMix yield for glass shall be determined by the Contractor performing random and ongoing sample hand sorts of City recyclables. The results of the glass sampling process shall be combined with the actual annual yield for ResMix receipts by grade from the Contractor's Tacoma facility to develop a corrected total yield for the City of Olympia which will be used in the pricing calculations of City ResMix for the following 12 months. The Contractor shall provide documentation of all random samples, results and calculations to the City for review. Sort percentages for the first year of the contract are shown in the Pricing and Yield Matrix below.

**Market Credit/Charge:** The City's market credit, or charge, is determined by the aggregate value of recyclables, which are calculated as a weighted average of the individual material values.

$$\text{Sort \%} \times \text{Grade Sales} = \$ \text{Yield. } \sum \$ \text{Yield} = \text{Avg Market Value}$$

The net aggregate market credit/charge per ton will be multiplied by the total tons of recyclables delivered each month.

Examples:    Net \$14.80/ton × 375 tons = \$5,550.00 (Contractor pays City)  
                  Net -\$3.25/ton × 375 tons = \$1,218.75 (City pays Contractor)

## Pricing and Yield Matrix

MONTH YEAR	CONTRACTOR NAME		
With Glass	Sort Percent (%)	Grade Sales Price/Ton	\$ Yield
	<i>Set annually<sup>2</sup></i>	<i>Monthly Market Price<sup>1</sup></i>	
ONP	33.40%	\$108.00	\$36.07
OCC	25.60%	\$125.00	\$32.00
MIX Paper	11.80%	\$99.00	\$11.68
PET	2.80%	\$195.00	\$5.46
HDPE	0.70%	\$400.00	\$2.80
Natural	1.00%	\$660.00	\$6.60
#3-7	0.30%	\$0.00	\$0.00
MRP	0.20	\$190.00	\$0.38
Film	0.00%	\$ 5.00	\$0.00
Glass	19.60%	(\$35.00)	(\$6.86)
Metal	0.20%	\$40.00	\$0.08
Aluminum	1.00%	\$1,105.00	\$11.05
Tin	2.10%	\$88.00	\$1.85
Trash	1.30%	(\$135.00)	(\$1.76)
<b>Total - Average Market Value</b>	<b>100.0%</b>		<b>\$99.36<sup>3</sup></b>
<b>Less:</b>		Processing Fee	(\$84.56)
		Net Payment/(Charge)	\$14.80

<sup>1</sup>Grade Sales Price/Ton shown in Pricing and Yield Matrix shown for illustrative purposes only. Values fluctuate monthly.

<sup>2</sup>Actual percent for first year of contract. Updated annually each year thereafter.

<sup>3</sup>Decimal rounding



16810 SE 120th Avenue  
 CLACKAMAS, OR 97015  
 971-204-7303

Accounts Receivable: [AR@pioneerrs.com](mailto:AR@pioneerrs.com)  
 Accounts Payable: [AP@pioneerrs.com](mailto:AP@pioneerrs.com)

INVOICE # 14666  
 DATE 03/31/2016

ACCOUNT # 505082  
**EXAMPLE ONLY**  
 AMOUNT DUE: \$ 2,736.43

CITY OF OLYMPIA - AR  
 PO BOX 1967  
 OLYMPIA, WA 98507-1967

# INVOICE EXAMPLE

Invoice Date	03/31/2016
Due Date	04/30/2016

DATE	TICKET NO.	GRADE DESCRIPTION	TONS	AMT/Per TON	TOTAL
03/31/16	MARCH 2016	HAULER TIP FEE	1.00	2,736.43	2,736.43
				Current Charges:	2,736.43
				Taxes:	0.00
				Invoice Total:	2,736.43

ACH and Wires:  
 FOB: Pioneer Recycling Services, LLC.  
 Bank: Union Bank  
 Bank Addr: 1980 Saturn St. Monterey Park, CA. 91755  
 ABA: 123000068 Account #: 0021289061  
 Swift: Bofcus33mp (International wires)

**Pioneer Tacoma**

Make checks payable to:  
 Pioneer Recycling Services, LLC.  
 16810 SE 120th Avenue CLACKAMAS, OR 97015





# Pioneer

## RECYCLING SERVICES

Pioneer Recycling Services  
16810 SE 120th Ave.  
Clackamas, Oregon 97015

### PURCHASE ORDER

**Vendor**

Name City of Olympia  
Address \_\_\_\_\_  
City \_\_\_\_\_ St \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

**Ship To**

Name Pioneer Recycling Services, LLC  
Address 4109 192nd Street E  
City Tacoma St WA ZIP 98446  
Phone \_\_\_\_\_

Qty	Units	Description	Unit Price	TOTAL
	Tons	ResMix Delivered to Tacoma	\$1.79	
Thank you. We appreciate your business. Payment Terms are Net 30				
<b>Shipping Date</b> Apr-16			SubTotal	
			Shipping & Handling	
#REF!				<b>TOTAL</b>

**Approval**

Contact Dave Claugus  
Phone 916-205-3136

**Notes/Remarks**

Invoice and Purchase Order Examples  
Exhibit C

**Exhibit D**  
**STATEMENT OF COMPLIANCE WITH**  
**NON-DISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

Pioneer Recycling affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

**Failure to implement the measures specified above constitutes a breach of contract**

*Paul Changro*  
(Signature)

1-31-17  
(Date)

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

**Exhibit E  
EQUAL BENEFITS COMPLIANCE DECLARATION**

Contractors on City contracts estimated to cost \$50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

Pioneer Recycling Services  
Contractor Name

Paul Claugus  
Signature

1-31-17  
Date

Paul Claugus  
Name (please print)

Vice-President  
Title

**Exhibit F**  
**DEFINITIONS**

**Commingled:** means any combination of mixed recyclables collected together in a bin or cart, and/or delivered to the processor in a commingled or mixed state.

**Contamination:** describes materials, typically trash and other non-recyclables found in the recyclable material stream that do not belong.

**Contingency:** means a backup recycle processor that can sort the City's recyclables if the processing facility located at 4109 192<sup>nd</sup> Street E, Tacoma, Washington, is unable to due to labor strike or natural disaster.

**Cycle Time:** is the elapsed time from scale weigh in to scale weigh out at the recycle processing facility.

**Program Material:** materials are those recyclables accepted by the Contractor for processing.

**Non-program:** are those materials that the Contractor does not want, due to numerous factors, such as impossibility to sort from other materials, higher than average cost to sort, or low to no market value.

**Market Value:** is the financial value of recyclable material.

**Payload:** is the amount of recyclable material, measured in pounds and tons, which are delivered to the Contractor for processing.

**Processing Cost:** is the fee charged by the recycle processing facility to receive, sort, prepare, market, and ship recyclable materials.

**Processor:** is a company that sorts the recyclable material by commodity type, and prepares and ships material to end user markets.

**Recyclables/Recycle:** refers to materials that can be made into new products and materials. More specifically for this agreement, recyclables mean mixed waste paper, cardboard, newspaper, clean pizza boxes, some poly-coated paper, such as frozen food boxes, gable top cartons, aseptic cartons, tin cans, aluminum cans, glass bottles and jars, plastic bottles, jugs, dairy tubs, flower pots, and buckets.

**Recycling:** means transforming or remanufacturing waste materials into usable or marketable materials for use other than incineration or energy recovery, or other methods of disposal.

**Recycle Processing Facility, Processing Facility, or Processor:** means the processing facility owned and operated by Pioneer Recycling Services located at 4109 192<sup>nd</sup> Street E, Tacoma, Washington.

**Residuals:** means recyclables and non-recyclables too small to be effectively recovered in the recycle sorting process by manual and/or mechanical methods.

**ResMix:** means commingled recyclables typically collected from residential customers.

**Source Separated:** refers to recyclable materials that have been collected separately from all other recyclables.

**Tare Weight:** is the unloaded, or empty weight of a collection truck, or truck and trailer combination used to transport recyclables to the Contractor.

**Trash:** means materials that cannot be recycled because they are either non-recyclable, or recyclable but too small to effectively separate from other materials and must be disposed in a landfill.

**Yield:** means the amount of specific groups of recyclable materials, often referenced as a percentage of the whole.



July 9, 2016

Mr. Ron Jones  
1401 Eastside Street SE  
Olympia, WA 98051

Ron,

This letter shall serve as notice that Pioneer Recycling Services, LLC. has made formal arrangements with Waste Management of Tacoma to serve as a back-up processing facility for your comingled recyclables should Pioneer be unable to process your material for any reason.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Claugus', is written over a horizontal line.

Dave Claugus  
Vice President