

**PROFESSIONAL SERVICES AGREEMENT
FOR
RECYCLE TRANSLOAD AND HAULING SERVICES**

This Professional Services Agreement (this "Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties (each a "Party" and collectively, the "Parties") to this Agreement are the City of Olympia, a Washington municipal corporation (the "City"), and Harold LeMay Enterprises, Incorporated, a *Washington* corporation (the "Contractor").

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of recycle material transload and hauling (logistics); 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. The materials to be transloaded and/or hauled by the Contractor pursuant to this Agreement consist of non-hazardous commingled recyclables (the "Recyclables"); provided, however, that the term Recyclables specifically excludes any 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"). The City agrees not to deposit in the City's or the Contractor's equipment or place for collection by the Contractor any Excluded Waste. Title to and liability for any Excluded Waste shall remain with City and shall never transfer to the Contractor. The City shall use commercially reasonable efforts to inspect waste at the place(s) of collection and shall remove any and all Excluded Waste. the Contractor has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its facility including if the Contractor believes the City has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such waste load is unacceptable. The Contractor shall have the right to inspect all vehicles and containers of waste haulers, including the City's vehicles, in order to determine whether the waste is Recyclables or Excluded Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Contractor's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the City of its responsibilities or liability under this Agreement. The City shall be responsible for,

PROFESSIONAL SERVICES AGREEMENT/*Harold LeMay Enterprises Incorporated* - Page 1

and bear all reasonable expenses and damages incurred by the Contractor, as a result of Excluded Waste and in the reloading and removal of Excluded Waste disposed in the facility. The Contractor, may also, in its sole discretion, require the City to promptly remove the Excluded Waste.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue for a period of five (5) years ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Default / Termination.

If during the term of this Agreement either Party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining Party has given written notice of such breach to the breaching Party and the breaching Party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining Party may terminate this Agreement by giving the breaching Party written notice of such termination.

4. Compensation.

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed Thirty-one and No/100 Dollars (\$31.00) per ton for transload, and Thirty-one and No/100 Dollars (\$31.00) per ton for hauling the City's commingled recyclables to a recycle processor located in the greater Tacoma area.

- i. These fees shall be in effect for the first two years of the contract.
- ii. Starting the third year, the fixed processing costs shall adjust annually at the rate of one hundred percent (100%) of the actual percentage change in the Consumer Price Index for the most recent twelve (12) month period for which such index is available. The Consumer Price Index or "CPI" means the Consumer Price Index for All Urban Consumers, Seattle-Tacoma-Bremerton, WA, All Items, 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used. Otherwise, the parties shall agree upon a new index.

B. 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:

- i. Detailed weights of each load of City recyclables delivered to the facility, to include gross, tare and payload, date, time and truck number; and
- ii. Detailed weights of each load of City recyclables the Contractor delivers to the processing facility, to include gross, tare and payload, date, time and trailer number; and
- iii. A summary of total tons of recyclables received from the City and delivered to the recycle processor.

C. If glass is removed from the City's recycling stream, the City and Contractor may mutually agree to renegotiate pricing and fees.

D. In consideration of the increased cost to haul beyond the greater Tacoma area, should the need arise, the fee to deliver recyclables to the: (i) Seattle area shall increase by Twenty-five and No/100 dollars (\$25.00) per ton, and (ii) Portland area by Fifty-one and No/100 dollars (\$51.00) per ton.

E. Method of Payment. 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 B, 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. The Contractor may impose and the City agrees to pay a late fee of Twenty-Five and 00/100 Dollars (\$25.00) for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law.

F. 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.

Each Party shall comply 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, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

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 C. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

9. Confidentiality.

To the extent allowable under applicable law, each Party agrees not to disclose any information and/or documentation obtained by it in connection with this Agreement that has been expressly declared confidential by the other Party. Breach of confidentiality by a Party will be grounds for immediate termination by the non-breaching Party.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, and employees 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; provided, however, Contractor shall have no obligation to indemnify the above parties to the extent resulting from: (i) the City's breach of any of the term or conditions hereof, (ii) the City's, or the City's officers', officials' or employees' violation of any applicable law, rule, regulation, order, ordinance, permit, or license, or (iii) the negligence or willful misconduct of the City, or the City's officers, officials or employees.

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 of the types and in the amounts provided for below 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:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

- iii. 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:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. 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, to the extent of the Contractor's indemnification obligations herein. 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 ten (10) 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.

12. Treatment of Assets.

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

B. Any equipment furnished hereunder by the Contractor shall remain the property of the Contractor; however, the City acknowledges that it has care, custody and control of the equipment while at the City's location and accepts responsibility for all loss or damage to the equipment (except

for normal wear and tear or for loss or damage resulting from the Contractor's handling of the equipment) and for its contents.

C. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence or willful misconduct of the Contractor.

D. 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.

E. 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 costs related to the performance of the Services. 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; provided, however, neither the City, its authorized representatives, the State Auditor, nor any other governmental official shall be entitled to inspect, audit, or review any of the Contractor's confidential, proprietary, or privileged information, as determined in the reasonable discretion of the Contractor.

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.

- i. 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.
- ii. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.
- iii. 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.
- iv. 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 a Party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of a Party to declare one breach or default does not act as a waiver of such Party'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. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

- i. 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.

Q. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an event constituting force majeure and any such failure or delay shall not constitute an event of default (as hereinafter defined) hereunder. An event constituting force majeure means any act, event or condition, which is beyond the reasonable control of the parties adversely affected thereby, that has had, or may reasonably be expected to have, a material adverse effect on the ability of the party adversely affected to perform its obligations under this Agreement, or a material adverse effect on the transload facility or the processing facility, or the ownership, possession or operation of the transload facility or the processing facility, as the case may be. Such events shall include, but not be limited to: an act of God, act of terrorism or of the public enemy, fire, explosion, flood, war, strike, sabotage, blizzard, change in law or condemnation. The party experiencing an event constituting force majeure shall promptly notify the other party of such event and its estimated duration and impact or obligations under this Agreement. Whenever such event of force majeure shall occur, the party claiming to be adversely affected thereby shall use commercially reasonable efforts to eliminate the cause therefore in a timely manner, and resume performance under this Agreement. The other party may make adjustments to its operation until the affected party can resume performance under this Agreement. In the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then either party shall have the right to terminate this Agreement and shall not have any liability to the other as a result of such event of Force Majeure or such termination.

R. This Agreement provides the City with a license to enter the Contractor's facility for the limited purpose of, and only to the extent necessary for, off-loading Recyclable at the facility in the manner directed by the Contractor. After off-loading the Recyclables, the City's personnel shall promptly leave the facility. Under no circumstances shall the City or its personnel engage in any scavenging of waste or other materials at the Contractor's facility. The Contractor reserves the right to make and enforce reasonable rules and regulations concerning the operation of its facility, the conduct of the drivers and others on the facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the facility including, but not limited to, speed limits on haul roads imposed by the Contractor, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the facility premises. The City agrees to conform to such rules and regulations as they may be established and amended from time to time. The Contractor may refuse to accept Recyclables from and shall deny an entrance license to, any of the City's personnel or agents whom the Contractor believes is under the influence of alcohol or other chemical substances. The City shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of the Contractor. The City may, upon request and approval of Contractor, occasionally be present at the tipping wall for to inspecting its recycling loads for the purpose of ongoing recycling QAQC, driver training, and customer education. The City's route supervisor, Waste ReSources Director and program staff may document recycling loads using photographs or video with approval of Contractor. City staff will gain prior approval and check in at the office with each visit. City staff will focus solely on City recycling materials and vehicles and not the surroundings or Contractor's facility or equipment.

EXECUTED as of the day and year first written above.

CITY OF OLYMPIA

By: _____

Steve Hall, City Manager

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Darren Niegabe DCA

City Attorney

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

HAROLD LEMAY ENTERPRISES, INCORPORATED


By: 
Dan Schooler, Division Vice President
2910 Hogum Bay Road, NE
Lacey, WA 98516
(253) 655-0291
Date of Signature: 11/28/16

Exhibit A
SCOPE OF SERVICES

I. **Primary Recycle Transload Facility.**

The Contractor's primary transload facility for City of Olympia recyclable material is located at 2910 Hogum Bay Road NE, Lacey, Washington. The Contractor shall maintain all licenses and permits, and comply with all local, state and federal regulations necessary to operate a recycle transfer facility.

II. **Contingency.**

In the event of a temporary shutdown to transload and hauling, due to labor dispute, natural disaster, fire, or other disruption, the contractor shall have a contingency plan that avoids or minimizes any disruption to the City's recycling collection program.

III. **Receiving, Transload and Hauling (Logistics).**

Contractor shall receive, weigh, transload, and transport the City's commingled recyclables delivered to the Contractor's site.

The Primary destination for the Contractor to deliver City Recyclables shall be Pioneer Recycling Services, LLC, (PRS) located at 4109 192nd Street, Tacoma, Washington. Should PRS be unable to accept the City's material for any reason, the Contractor shall work with PRS and the City to arrange transportation to a backup processor. Additional fees will apply for loads requiring transport beyond the greater Tacoma area.

To ensure material quality, the Contractor shall manage the City's recyclables in a manner that minimizes exposure to inclement weather during transload operations. The City's commingled recyclables shall not be blended with the Contractor's, or other entity's material for transport to a recycle processor. City material shall be transported using the Contractor's dedicated trailers, and in a manner that maximizes efficiency.

If the City removes glass from its commingled recyclable stream, the City and Contractor can mutually agree to alternate transload and hauling schemes that will improve efficiency and reduce the City's cost. These may include bailing the City's commingled recycling to maximize trailer capacity, thereby reducing the number of trailer loads required to transport the City's recyclable material.

IV. **Scaling and Tipping.**

The Contractor shall provide access to weight scales and vehicle unloading areas between the hours 6:00 a.m. and 5:00 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 15 minutes from time of inbound scaling to outbound scaling.

V. **Operation.**

The protocol for City inbound trucks will be to enter the Contractor's site off 30th Avenue, NE, and be immediately routed to the 70-foot scale for weighing. Upon being signaled to proceed by the weigh master, the truck will proceed to the designated off-loading area specific to each respective load. Commingled material will be off-loaded onto the transloading deck at the southwest corner of the property, unless directed otherwise. City vehicles will obey all facility traffic protocols including, but not limited, to one-way lanes and a speed limit of 15 mph. The Contractor shall give ample notice to the City about changes to the operational protocol. If City vehicles are found to be not following the facility traffic protocols, the Contractor shall notify the City immediately for corrective action.

VI. **Accepted Materials.**

The materials described below define and give examples of which recyclables are accepted by the City and Recycle Processor, and will be delivered to the Contractor for transload and hauling. The City and Contractor recognize that some non-recyclable materials may be present due to residents' accidentally or unknowingly putting the wrong materials in their recycle cart. These non-recyclables are also known as contamination or trash and according to the recycle processor, are less than 5 percent of the total amount by weight.

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 5th and 10th 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.

Exhibit C
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.

Harold LeMay Enterprises, Inc. 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

Don LeMay
(Signature)

11/28/16
(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 D
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.

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.

HAROLD LEMAY ENTERPRISES, INC.
Contractor Name


Signature

DAN SCHOOLER
Name (please print)

11/28/16
Date

DIVISION VICE PRESIDENT
Title

Exhibit E
DEFINITIONS

Accepted Material: means the list of recyclables accepted for recycling by the City and its recycle processor.

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 plan if the transload facility located at 2910 Hogum Bay Road, NE, Lacey, Washington, is unable to accept material, 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.

Hauling: is the process of moving material from one location (Contractor's site) to another (Recycle Processor's site), also referred to as transportation.

Hauling Fee: is the fee for transporting the City's recyclables from the Contractor's location to the recycle processor.

Logistics: refers to the combined elements of receiving material, weighing trucks, transloading into large volume trailers, and hauling/transportation.

Operation: refers to the operation and operational protocol of the Contractors site.

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

Transload Fee: is the fee charged by the Contractor to receive, weigh and transfer material into a trailer/container for transport to the recycle processor.

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 192nd 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.

Transload: is the process of transferring a shipment from one mode of transportation to another. It is most commonly employed when one mode cannot be used for the entire trip.

Transportation: is the process of moving material from one location to another, also referred to as hauling.

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.