

## **AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of September, 2017, by and between the **CITY OF CHEHALIS, WASHINGTON**, a municipal corporation, herein called "City", and **HAROLD LEMAY ENTERPRISES, INC.**, herein called "Contractor".

### **W I T N E S S E T H:**

For and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, the parties hereto agree as follows:

1. The term of this Agreement shall begin upon approval by the Chehalis City Council and terminate on the 1st day of August, 2022.

2. The Contractor does hereby agree to collect all solid waste within the corporate limits of the City, and to remove the same to an approved solid waste disposal site acceptable to City.

The Contractor does hereby agree to collect all solid waste within those areas annexed to the City, within the preceding five (5) years at such time as these annexed areas become eligible for solid waste collection by Contractor.

3. The Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of said solid waste within the corporate limits of the City and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement and to have sufficient standby trucks and equipment and personnel to guarantee collection of said solid waste. All equipment and labor shall be provided at the Washington Utilities and Transportation Commission (WUTC) service level.

4. All trucks for the collection of solid waste used and operated by Contractor shall be state-of-the-art enclosed trucks, and shall be designed to be watertight and drip-proof, so that no garbage or waste water may at any time spill or drip upon the streets of the City. All equipment used by the Contractor shall be kept and maintained in a clean and inoffensive manner and shall be thoroughly washed, at least once a week or as often as directed by City personnel. All trucks shall be equipped with either Routeware or GPS service.

The Contractor further agrees to comply with all of the terms and conditions expressed in Ordinance No. 511-B of the City, codified in the Chehalis Municipal Code as Chapter 8.04, as now in force or as hereafter amended. Contractor shall provide to City an emergency service plan approved by the City for service during times of inclement weather, flooding or other disasters.

5. Contractor agrees to remove and dispose of all solid waste from all existing City buildings, facilities, and sites as noted in Attachment "A," at no cost to City. Contractor shall provide solid waste and disposal service for apartments and businesses at a level requested by the apartment or business customer.

6. Contractor shall provide all labor, equipment, tools, and services as required and necessary for, and shall bill and collect all fees and charges for, collection and disposal of solid waste for all residential, apartment, and business customers within the corporate limits of the City. Contractor shall authorize the City access to Contractor's business records at any reasonable time to ensure compliance with this Agreement.

7. Contractor shall pay to City a contract fee of five percent (5%) of gross receipts on all accounts within the City including both commercial and residential accounts. Payments shall be made to the City not less than thirty (30) days following the close of each calendar quarter.

8. The rate the Contractor shall charge for solid waste collection service shall be as set forth in Attachment "B", attached hereto and incorporated herein by this reference. The rate includes service for recycling with single container recycling equipment.

It is recognized that Contractor utilizes a disposal site operated by Lewis County. To the extent Lewis County increases any tipping fees, or other charges to utilize the disposal site, the rates hereunder shall be subject to adjustment at the time the rate becomes effective or the earliest date allowed by law. The direct increase to the rates in Attachment "B" will be calculated on 25 lbs. per 20 gallon cart, 35 lbs. per 35 gallon cart, 64 lbs. per 65 gallon cart and 96 lbs. per 95 gallon cart, 180 lbs. per yard of container capacity, or actual tonnage in a drop box.

In addition to any disposal fee adjustment, Contractor shall also be permitted to propose pass through rate adjustments for any change in or new local, state, or federal laws, rules, regulations, fees, taxes or other charges which increase the cost of providing services pursuant to this Agreement. After documenting the impact of such changes, the City shall review the proposed rate changes, and its approval for pass through of costs due to such changes shall not be unreasonably withheld, conditioned or delayed.

9. Contractor shall furnish a bond in the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) for the faithful performance of this Agreement, which bond shall be furnished contemporaneously with the execution of this Agreement.

10. Insurance.

A. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of this Agreement.

B. No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein 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.

C. Minimum Scope of Insurance.

1. Commercial General Liability insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. 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. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall include, to the extent applicable, ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits (all limits may be met through a combination of primary and umbrella coverages):

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and \$5,000,000 products-completed operations aggregate limit.

E. Other Insurance Provision. Solely to the extent of the Contractor's indemnification obligations herein, 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 self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

H. Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy.

I. Notice of Cancellation. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within thirty (30) 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 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. Indemnification/Hold Harmless.

The 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 in connection with the performance of this Agreement. Notwithstanding anything to the contrary contained herein, the Contractor shall have no obligation to indemnify the City or the City's officers, officials, or employees, to the extent any such claims, injuries, damages, losses, or suits arise out of: (i) the negligence or willful misconduct of the City or the City's officers, officials, or employees, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City or the City's officers, officials, or employees.

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 Contractor and the City, its members, officers, employees, and agents, the Contractor's liability 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 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.

12. Contractor agrees to comply with all ordinances, laws, rules, and regulations, together with amendments thereto, of the state of Washington, the United States of America, or any political subdivision pertaining to the services to be performed hereunder.

13. Contractor agrees to save City harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for solid waste and disposal for City.

14. Contractor shall keep all employees covered by Industrial Insurance as provided by the laws of the state of Washington and the regulations of the Washington State Department of Labor and Industries and make all payments required therefor when the same shall become due.

15. Contractor agrees to provide service to school, business, and shopping mall sites during times of low traffic congestion. Residential collection shall commence no earlier than 6:30 a.m. and must be completed no later than 6:00 p.m. unless otherwise agreed to by the parties.

16. This Agreement, or any interest herein, shall not be transferred, sold, or assigned by Contractor to any person, firm, or corporation, without the prior written consent of City being first had and obtained.

17. In the event of a default by either party hereunder, the non-defaulting party may elect to terminate this Agreement upon providing the defaulting party with a written notice of such default, and allowing the defaulting party a period of thirty (30) days from and after the date of such notice to cure the default complained of. In the event said default is not cured within said thirty (30) day period, this Agreement shall be terminated as of the last day of said period. In the event the City is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another solid waste collection and disposal contractor can be selected by City.

Notwithstanding the above Agreement, Contractor agrees that whenever the City determines that the failure of service or threatened failure of service would result in the creation of an immediate and serious health hazard, the City may, after a minimum of twenty-four (24) hours written notice to Contractor, in a public hearing if requested by Contractor, authorize City personnel or other persons to temporarily provide the service or to use and operate the land facilities and/or equipment of Contractor. The City may authorize expenses which are necessary to provide the service which Contractor is required to provide under this Agreement. The City shall return any seized property and the business of Contractor upon abatement of the actual or threatened interruption of service.

If the City is required to perform the services pursuant to this paragraph, City may bill Contractor for the costs of providing the same and Contractor shall reimburse the City for the actual cost of providing the services within ten (10) days after receipt of the City's bill. In the event Contractor fails to reimburse the City within ten (10) days after receipt of the City's cost bill, City may employ all rights and remedies to which it may be entitled under law to secure payment of the cost bill.

Contractor shall be entitled to all customer account income arising from the provision of the service by the City or other persons pursuant to this section, except as otherwise allocated herein.

18. Recyclables Collection Service.

A. Collection Frequency. Contractor shall provide collection of recyclables every other week to all eligible households. Eligible households include all single-family through four-unit dwellings. Establishment of refuse collection days shall be given priority; therefore, recyclable collection days must correspond with established refuse collection days.

B. Recycling Containers. Contractor shall provide all individual single container recycling equipment as specified by City. The containers shall be approved by City and shall be manufactured of durable material. Containers shall be imprinted with a promotional logo as determined by City.

C. Container Ownership, Distribution, and Replacement. Contractor shall provide procurement and distribution services for all recycling containers to all households in the service area. The containers shall be initially provided to all households, and throughout the terms of the contract to all new eligible households, and on a replacement basis, within seven days to existing households.

As part of the Contractor's distribution services, Contractor shall use all reasonable efforts to minimize container loss. Contractor shall own the containers. Strict inventory control shall be implemented by Contractor. At the end of the contract terms all containers, both distributed and undistributed, shall remain the property of Contractor.

City reserves the right to purchase the recycling containers from Contractor at any time, at a price representing the initial purchase price, less depreciation. No contractor markup on container costs shall be allowed.

Replacement of containers shall be made on the following basis:

- Replacement necessitated by damage due to Contractor negligence shall be at Contractor's expense. Such replacement shall be noted and included in Contractor's reports to City.
- Replacement necessitated by damage due to customer negligence shall be at the customer's expense.
- Replacement necessitated by loss or theft shall be at Contractor's or customer's expense, depending on the circumstances.

D. Materials. Contractor shall provide the collection of household materials, as designated by the Lewis County Solid Waste Advisory Committee (SWAC). Contractor shall also collect other materials that City and Contractor determine to be recyclable based upon a negotiated price between City and Contractor to provide the additional service.

E. Marketing. Contractor shall be responsible for the marketing and sale of recyclable materials collected from residential households and shall receive proceeds or expenses therefrom, subject to all profits being donated to the Chehalis Foundation.

F. Materials Transport. Contractor shall transport all collected recyclable materials to market. Contractor shall not, under any circumstances, be allowed to dispose of uncontaminated collected recyclable materials by land filling. If City determines that Contractor has land filled uncontaminated recyclable materials collected through this program, a penalty fee will be assessed at the rate of \$100.00 per ton with no maximum, with a minimum of \$100.00 per incident.

G. Public Awareness and Education. Contractor shall provide formal public awareness and education services by assisting and fully cooperating with City's efforts on an as-requested basis which are expected to include: a) a requirement that all personnel in potential contact with customers be knowledgeable about the program and able to answer questions from the general public; b) the distribution of brochures by Contractor concurrent with the distribution of containers; and c) promotional meetings.

H. Reporting Requirements. Contractor agrees and covenants to keep at all times accurate and complete records and accounts in writing, including route books indicating collections from residential customers as well as those commercial and industrial customers who request service, and to allow City, or its duly authorized representative or agent, reasonable and adequate access to any and all of said records, data, and/or accounts. Contractor will furnish unto City, upon its request, accurate copies or duplicates thereof, without charge.

Contractor will be required to keep records and submit reports to City as specified below. Contractor will also be required to provide weight receipts for all materials collected and brokered by Contractor. The minimum reporting requirements, which are subject to modification, are described below:

1. Semi-Annual Program Reports: Contractor shall submit semi-annual program reports, in a format acceptable to City, for the length of the contract period commencing upon the initial day of the contract. These reports shall be due within twenty (20) business days from the end of the period being reported. At a minimum, the reports shall include:

- Tonnages of all recyclable materials collected pursuant to this contract, by individual material type (e.g., green glass, brown glass, clear glass, newspaper, etc.).

- Summaries of gross revenues from the sale of materials and net revenues following processing and transporting of materials.
- Listing of the date, name, address, and nature of all customer complaints, accompanied by the date action taken, the resolution, and/or any unusual problems related to each complaint.
- Material market prices, by material.
- Number of collection containers replaced and why; addresses where containers reported lost.
- Number of households setting out recyclables at least once in the reporting period.
- Description of any problems encountered and how they were resolved.

2. Annual Reports: Contractor shall also provide year-end annual reports for each year the program is in operation. These reports will be due within thirty (30) days of the end of the reporting year. At a minimum, the report shall include:

- Yearly totals and a summary of the semi-annual reports.
- A discussion of highlights, problems, and measures taken to resolve problems and increase efficiency and household participation. Contractor's recommendations for program improvements shall also be included.

I. Additional Provisions. Contractor agrees and covenants to abide by the following additional conditions for provision of recycling services:

- Contractor shall comply with minimum state standards on recycling as now in existence or hereafter amended during the term of this Agreement, or extensions hereof.
- All revenues less reasonable transportation costs from the sale of recyclable material shall go to the Chehalis Foundation.

19. Yard Waste Disposal Program.

A. Contractor shall provide all the necessary manpower, equipment, and materials necessary to provide containers at the Stan Hedwall Park location to be determined by City for the setup of a municipal yard waste disposal site. City shall develop the site and Contractor shall provide the containers necessary to collect the yard waste from citizen participants.



B. Contractor shall be responsible for the hauling of all yard waste on an as-needed basis from the collection site at Stan Hedwall Park to the nearest available yard waste disposal site either in Lewis or Thurston Counties.

C. Contractor shall haul all yard waste at Contractor's sole expense. City shall be responsible for payment of tipping fees incurred at the designated disposal site in accordance with the terms of this Agreement. Billing by Contractor to City for tipping fees under this portion of the contract shall be in accordance with the current billing practices between Contractor and City.

20. Contractor agrees to comply with and support all recycling requirements of the Solid Waste Management Plan for Lewis County, Washington, at such time as it is enacted.

21. Contractor will assist at no expense to City in the collection of solid waste materials including recyclable materials, during the annual "Spring Rally" community clean-up project, provided, however, that the City agrees to continue to be responsible for landfill tipping fees for all additional solid wastes collected as a result of the "Spring Rally."

22. Contractor shall submit not later than January 31 of the following year during the term of this Agreement to the City an annual report regarding Contractor's operation which shall include the following:

- A. Activities in compliance and furtherance of the opportunity to recycle;
- B. Number of customers and changes in number of customers from previous report;
- C. Number of delinquent accounts and methods for collection;
- D. Number of complaints received regarding service and the resolution of those complaints;
- E. Any changes in equipment or disposal and dumping facility or sites;
- F. Summary of assistance to community clean-up efforts;
- G. Accidents or problems encountered in providing the service; and
- H. Tonnages of materials collected and disposed of at all sites.

23. In the event it is necessary for either party hereto to employ the services of an attorney to enforce the terms and provisions of this Agreement, the prevailing party in any dispute shall be entitled to reasonable attorney's fees, together with any costs and disbursements incurred by reason of litigation.

**EXECUTED IN DUPLICATE** on the date and year first above written.

**CITY OF CHEHALIS, WASHINGTON,  
a municipal corporation**

By \_\_\_\_\_  
**Its City Manager**

Attest \_\_\_\_\_  
**Its City Clerk**

**Approved as to form and content:**

\_\_\_\_\_  
**City Attorney**

**CITY**

**HAROLD LEMAY ENTERPRISES,  
INCORPORATED**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR**

**ATTACHMENT "A"**  
**City Facilities' Containers and Pickup Frequencies**

6/2/2017

FACILITY	LOCATION	CONTAINER TYPE	EMPTIED ON	FREQUENCY
<b>City Hall</b>		2 yard dumpster	Mondays & Thursdays	Year Round
<b>Fire Station</b>		2 yard dumpster	Mondays & Thursdays	Year Round
<b>Community Development/ Finance Department</b>		2 yard dumpster	Tuesdays & Fridays	Year Round
<b>Vernetta Smith Library</b>		2 yard dumpster	Mondays & Thursdays	Year Round
<b>Public Works Department</b>				
	Admin Building on Kresky	2 yard dumpster	Weekly	Year Round
	Water Treatment Plant	2 cans	Weekly	Year Round
	Wastewater Treatment Plant	4 1-yard dumpsters	Weekly	Year Round
<b>Airport</b>		1 yard dumpster	Weekly	Year Round
<b>Recreation Park</b>				
	Swimming Pool	6 - 95 Gallon Cans	Mondays & Fridays	Mar 1 - Sept 30
	Girls Fastpitch Building	2 yard dumpster	Mondays & Fridays	Year Round
	V.R. Lee Building	6 - 95 Gallon Cans	Mondays & Fridays	Year Round
<b>Stan Hedwall Park</b>				
	Kitchen Parking Lot	2 yard dumpster	Mondays & Fridays	Mar 1 - Nov 30
	RV Park	2 yard dumpster	Mondays & Fridays	Mar 1 - Nov 30
	Little League Parking Lot	2 yard dumpster	Mondays & Fridays	Mar 1 - Nov 30
	Babe Ruth Parking Lot	2 yard dumpster	Mondays & Fridays	Year Round
	Little League Complex	2 yard dumpster	Mondays & Fridays	Mar 1 - Oct 31
	Babe Ruth Complex	2 yard dumpster	Tuesdays & Fridays	Mar 1 - Oct 31
	Yard Waste Dumpster	40 yard dumpster	Wednesdays & Fridays	Apr 1 - Nov 30
	Backup/Overflow Dumpster	20 yard dumpster	Wednesdays & Fridays	Apr 1 - Nov 30
<b>Lintott/Alexander Park</b>		2 yard dumpster	Mondays & Fridays (every other week)	Sept 1 - Apr 30
		4 yard dumpster (in addition to existing 2 yard dumpster	Mondays & Fridays (every other week)	May 1 - Aug 31
<b>Special Events:</b>				
	Chehalis Festival(s)	5 - 2 yard dumpsters	TBD yearly (Last Saturday of July)	
	Seattle-to-Portland Bike Ride	5 - 2 yard dumpsters	TBD yearly (2nd weekend in July)	

**Notes:**

Solid waste from Westside Park, Scout Lodge, and downtown receptacles collected by city staff and taken to dumpsters at Recreation Park and/or Stan Hedwall Park.

If flooding is imminent, dumpsters need to be removed from Lintott/Alexander and Stan Hedwall Parks.

**ATTACHMENT "B"****Rate Schedule**

<b><u>Type of Service</u></b>	<b><u>Pickup Frequency</u></b>		<b><u>Rate</u></b> <b>(Excludes Sales Tax)</b>
<b>Residential:</b>			
1 mini-can at curb	1 time per week	\$	11.69
1 mini-can at curb	1 time ever 2 weeks	\$	7.44
1 regular can at curb	1 time per week	\$	16.47
1 regular can at curb	1 time every 2 weeks	\$	13.26
2 regular cans at curb	1 time per week	\$	23.39
3 regular cans at curb	1 time per week	\$	30.21
Occasional excess can/bag tag		\$	4.99
(Container/Cart lid open in excess of 45 degrees will be considered excess can)			
<b>Commercial:</b>			
1 regular can	1 time per week	\$	13.32
1 regular can	2 times per week	\$	24.04
1 regular can	3 times per week	\$	34.56
1 regular can	4 times per week	\$	45.09
1 regular can	5 times per week	\$	55.68
2 regular cans	1 time per week	\$	20.43
2 regular cans	2 times per week	\$	37.85
2 regular cans	3 times per week	\$	55.34
2 regular cans	4 times per week	\$	72.83
2 regular cans	5 times per week	\$	90.25
3 regular cans	1 time per week	\$	26.96
3 regular cans	2 times per week	\$	51.64
3 regular cans	3 times per week	\$	79.99
3 regular cans	4 times per week	\$	106.07
3 regular cans	5 times per week	\$	131.94
4 regular cans	1 time per week	\$	39.13
4 regular cans	2 times per week	\$	77.10
4 regular cans	3 times per week	\$	117.04
4 regular cans	4 times per week	\$	155.76
4 regular cans	5 times per week	\$	196.34
1 yard dumpster	1 time per week	\$	88.37
1 yard dumpster	2 times per week	\$	158.33
1 yard dumpster	3 times per week	\$	219.10
1 yard dumpster	4 times per week	\$	267.21
1 yard dumpster	5 times per week	\$	326.83
1 1/2 yard dumpster	1 time per week	\$	129.67
1 1/2 yard dumpster	2 times per week	\$	219.10
1 1/2 yard dumpster	3 times per week	\$	308.52
1 1/2 yard dumpster	4 times per week	\$	392.19
1 1/2 yard dumpster	5 times per week	\$	487.36

2 yard dumpster	1 time per week	\$	162.93
2 yard dumpster	2 times per week	\$	278.71
2 yard dumpster	3 times per week	\$	408.29
2 yard dumpster	4 times per week	\$	528.67
2 yard dumpster	5 times per week	\$	650.20
3 yard dumpster	1 time per week	\$	212.71
3 yard dumpster	2 times per week	\$	380.81
3 yard dumpster	3 times per week	\$	548.90
3 yard dumpster	4 times per week	\$	716.99
3 yard dumpster	5 times per week	\$	885.09
4 yard dumpster	1 time per week	\$	270.60
4 yard dumpster	2 times per week	\$	513.32
4 yard dumpster	3 times per week	\$	756.04
4 yard dumpster	4 times per week	\$	998.75
4 yard dumpster	5 times per week	\$	1,241.47
6 yard dumpster	1 time per week	\$	369.77
6 yard dumpster	2 times per week	\$	696.25
6 yard dumpster	3 times per week	\$	1,022.73
6 yard dumpster	4 times per week	\$	1,349.21
6 yard dumpster	5 times per week	\$	1,675.69

**Additional charge per pickup:**

1 yard dumpster		\$	37.00
1 1/2 yard dumpster		\$	51.33
2 yard dumpster		\$	61.93

**Commercial: (per pickup):**

**Hauling Charge  
(Excludes Sales Tax)**

20 yard drop box		\$	115.00
30 yard drop box		\$	126.50
40 yard drop box		\$	138.00
10 yard compactor		\$	155.25
20 yard compactor		\$	177.10
25 yard compactor		\$	189.75
30 yard compactor		\$	224.25
40 yard compactor		\$	270.25

\* plus tipping fees based on actual weight of each pickup

Any contractor-owned drop box or compactor picked up less than once a week is also charged a \$75.00 per-month rental fee.

**FIRST AMENDMENT TO  
AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

THIS FIRST AMENDMENT TO AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE (this "First Amendment") is dated effective November 28, 2022 (the "First Amendment Effective Date"), between CITY OF CHEHALIS, WASHINGTON, a municipal corporation, herein called "City", and HAROLD LEMAY ENTERPRISES, INC., herein called "Contractor". All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement (as hereinafter defined), as amended.

**RECITALS**

**WHEREAS**, City and Contractor entered into that particular Agreement for Collection and Disposal of Solid Waste dated September 11, 2017 (the "Agreement");

**WHEREAS**, City and Contractor desire to extend the Agreement for an additional five-year period and to otherwise modify the Agreement as set forth below; and

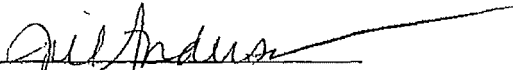
**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

**AGREEMENT**

1. Term of Agreement. As of the First Amendment Effective Date, Section 1 of the Agreement shall be amended to reflect the new termination date of December 31, 2027.
2. Rates. As of the First Amendment Effective Date, the rates found in Attachment "B" of the Agreement shall be replaced with the Attachment "B" attached hereto. These rates shall remain in effect for the first two years of this agreement. Starting with year three of this agreement, the first day of January, 2025, annual rate increases will take place January 1, of each calendar year. The rates set forth in Attachment "B" shall automatically increase by an amount equal to the published increase, of the percent change in the preceding year's first half consumer price index up to a maximum of 10%. For the purposes of this agreement the "preceding year first half consumer price index" shall be for the period of time from January 1, through June 30, of the preceding years and the term "Consumer Price Index" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: Olympia - Tumwater Area, All Items (1982-84 = 100).
3. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. Entire Agreement/Ratification. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are subject hereof. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this First Amendment, all references to the term "Agreement" in this First Amendment shall include the terms contained in this First Amendment.
5. Conflicting Provisions. In the event of any conflict between the terms of the Agreement and this First Amendment the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

**CITY OF CHEHALIS, WASHINGTON,  
a municipal corporation**

By   
Its City Manager

Attest   
Its City Clerk

**HAROLD LEMAY ENTERPRISES,  
INCORPORATED**


By 

Name DAN SCHOOLER

Title VICE PRESIDENT

**CONTRACTOR**

Approved as to form and content:

  
City Attorney

**CITY**

**ATTACHMENT 'B' - Rate Schedule - Includes Recycle Service per Agreement -18-A.**

<u>Type of Service</u>	<u>Pickup Frequency</u>	<u>Current Rate</u> (Excludes Tax)	25.00%	% Change
<b>Residential:</b>				
1 mini-can at curb	1 time per week	\$ 12.23	\$15.29	25.00%
1 mini-can at curb	1 time every 2 weeks	\$ 7.71	\$9.64	25.00%
1 regular can at curb	1 time per week	\$ 17.23	\$21.53	25.00%
1 regular can at curb	1 time every 2 weeks	\$ 13.64	\$17.05	25.00%
2 regular cans at curb	1 time per week	\$ 24.78	\$30.98	25.00%
3 regular cans at curb	1 time per week	\$ 32.29	\$40.36	25.00%
Occasional excess can/bag tag (Container/Cart lid open in excess of 45 degrees will be considered excess can)		\$ 5.07	\$6.33	25.00%



**ATTACHMENT 'B' - Rate Schedule - Includes Recycle Service per Agreement -18-A.**

<u>Type of Service</u>	<u>Pickup Frequency</u>	<u>Current Rate</u> (Excludes Tax)	25.00%	% Change
<b>Commercial:</b>				
1 regular can	1 time per week	\$ 14.08	\$17.59	25.00%
1 regular can	2 times per week	\$ 25.55	\$31.94	25.00%
1 regular can	3 times per week	\$ 36.83	\$46.04	25.00%
1 regular can	4 times per week	\$ 48.12	\$60.15	25.00%
1 regular can	5 times per week	\$ 59.47	\$74.33	25.00%
2 regular cans	1 time per week	\$ 21.81	\$27.27	25.00%
2 regular cans	2 times per week	\$ 40.62	\$50.78	25.00%
2 regular cans	3 times per week	\$ 59.50	\$74.37	25.00%
2 regular cans	4 times per week	\$ 78.37	\$97.96	25.00%
2 regular cans	5 times per week	\$ 97.18	\$121.48	25.00%
3 regular cans	1 time per week	\$ 29.03	\$36.29	25.00%
3 regular cans	2 times per week	\$ 55.79	\$69.74	25.00%
3 regular cans	3 times per week	\$ 86.22	\$107.78	25.00%
3 regular cans	4 times per week	\$ 114.38	\$142.97	25.00%
3 regular cans	5 times per week	\$ 142.33	\$177.91	25.00%
4 regular cans	1 time per week	\$ 42.16	\$52.70	25.00%
4 regular cans	2 times per week	\$ 83.16	\$103.95	25.00%
4 regular cans	3 times per week	\$ 126.13	\$157.67	25.00%
4 regular cans	4 times per week	\$ 167.89	\$209.86	25.00%
4 regular cans	5 times per week	\$ 211.49	\$264.36	25.00%
1 yard dumpster	1 time per week	\$ 92.26	\$115.33	25.00%
1 yard dumpster	2 times per week	\$ 166.12	\$207.66	25.00%
1 yard dumpster	3 times per week	\$ 230.79	\$288.48	25.00%
1 yard dumpster	4 times per week	\$ 282.80	\$353.50	25.00%
1 yard dumpster	5 times per week	\$ 346.31	\$432.89	25.00%
1 1/2 yard dumpster	1 time per week	\$ 135.52	\$169.40	25.00%
1 1/2 yard dumpster	2 times per week	\$ 230.79	\$288.48	25.00%
1 1/2 yard dumpster	3 times per week	\$ 326.06	\$407.57	25.00%
1 1/2 yard dumpster	4 times per week	\$ 415.57	\$519.47	25.00%

**ATTACHMENT 'B' - Rate Schedule - Includes Recycle Service per Agreement -18-A.**

<u>Type of Service</u>	<u>Pickup Frequency</u>	<u>Current Rate</u> (Excludes Tax)	25.00%	% Change
1 1/2 yard dumpster	5 times per week	\$ 516.59	\$645.74	25.00%
2 yard dumpster	1 time per week	\$ 170.72	\$213.41	25.00%
2 yard dumpster	2 times per week	\$ 294.30	\$367.87	25.00%
2 yard dumpster	3 times per week	\$ 431.67	\$539.59	25.00%
2 yard dumpster	4 times per week	\$ 559.85	\$699.81	25.00%
2 yard dumpster	5 times per week	\$ 689.17	\$861.47	25.00%
3 yard dumpster	1 time per week	\$ 224.40	\$280.51	25.00%
3 yard dumpster	2 times per week	\$ 404.19	\$505.24	25.00%
3 yard dumpster	3 times per week	\$ 583.97	\$729.97	25.00%
3 yard dumpster	4 times per week	\$ 763.76	\$954.70	25.00%
3 yard dumpster	5 times per week	\$ 943.54	\$1,179.43	25.00%
4 yard dumpster	1 time per week	\$ 286.19	\$357.74	25.00%
4 yard dumpster	2 times per week	\$ 544.50	\$680.62	25.00%
4 yard dumpster	3 times per week	\$ 802.80	\$1,003.50	25.00%
4 yard dumpster	4 times per week	\$ 1,061.10	\$1,326.38	25.00%
4 yard dumpster	5 times per week	\$ 1,319.41	\$1,649.26	25.00%
6 yard dumpster	1 time per week	\$ 393.15	\$491.44	25.00%
6 yard dumpster	2 times per week	\$ 743.01	\$928.76	25.00%
6 yard dumpster	3 times per week	\$ 1,092.87	\$1,366.09	25.00%
6 yard dumpster	4 times per week	\$ 1,442.74	\$1,803.42	25.00%
6 yard dumpster	5 times per week	\$ 1,792.60	\$2,240.75	25.00%

**ATTACHMENT 'B' - Rate Schedule - Includes Recycle Service per Agreement -18-A.**

<u>Type of Service</u>	<u>Pickup Frequency</u>	<u>Current Rate</u> (Excludes Tax)	25.00%	% Change
<b>Additional charge per pickup:</b>				
1 yard dumpster		\$ 37.90	\$47.38	25.00%
1 1/2 yard dumpster		\$ 52.68	\$65.85	25.00%
2 yard dumpster		\$ 63.73	\$79.66	25.00%
<b>Commercial: (per pickup):</b>				
<b>Hauling Charge:</b>				
<b>(Excludes Tax)</b>				
20 yard drop box		\$ 115.00	\$143.75	25.00%
30 yard drop box		\$ 126.50	\$158.13	25.00%
40 yard drop box		\$ 138.00	\$172.50	25.00%
10 yard compactor		\$ 155.25	\$194.06	25.00%
20 yard compactor		\$ 177.10	\$221.38	25.00%
25 yard compactor		\$ 189.75	\$237.19	25.00%
30 yard compactor		\$ 224.25	\$280.31	25.00%
40 yard compactor		\$ 270.25	\$337.81	25.00%

\* plus tipping fees based on actual weight of each pickup

Any contractor-owned drop box or compactor picked up less than once a week is also charged a \$ 75.00 per-month rental fee.

Restart Fee \$ 15.00 per occurrence  
 NSF Fee \$ 25.00 per occurrence

Redelivery Fee  
 Totes \$ 27.50 per occurrence  
 Dumpster \$ 27.50 per occurrence  
 YD Waste \$ 27.50 per occurrence  
 Contingle \$ 27.50 per occurrence  
 Roll Off \$ 75.00 per occurrence

Roll Out  
 Totes  
 Tote/Can \$ 5.63 per month  
 Dumpster \$ 23.75 per month

Gate Fees  
 Temp 1-6yd  
 Commercial \$ 1.60 per month  
 Dumpster  
 1yd \$ 26.25  
 1.5yd \$ 26.25  
 2yd \$ 26.25  
 3yd\* \$ 38.75  
 4yd\* \$ 38.75  
 6yd\* \$ 38.75

Excess weight RO  
 Hourly/Standby \$ 0.14 per lb over 23,000 (non-compacted)  
 Loose and Bulky \$ 80.00 per hour (15 min increments)  
 Extra Residential Recycling tote \$ 30.87 per yard bulky/loose (up to 4yds, \$12.99/yard for anything above 4yds)  
 Extra Yardage \$ 8.30 per month  
 Extra Yardage \$ 34.10  
 1yd \$ 51.16  
 2yd \$ 68.20  
 3yd\* \$ 102.30  
 4yd\* \$ 136.40  
 6yd\* \$ 204.60

Special pick up Fees  
 Dumpster  
 3yd\* \$ 83.75  
 4yd\* \$ 93.75  
 6yd\* \$ 112.50  
 Totes  
 20 Gal \$ 3.25  
 35 Gal \$ 4.69  
 65 Gal \$ 7.53  
 95 Gal \$ 9.51

Compacted Rates  
 Per Pick-Up  
 1yd \$ 240.47  
 1.5yd \$ 357.29  
 2yd \$ 464.56  
 3yd \$ 659.22  
 4yd \$ 863.51  
 6yd \$ 1,252.37