# ADDENDUM TO REGIONAL BOARD OF MAYORS CONTRACT FOR SOLID WASTE COLLECTION SERVICES EFFECTIVE JANUARY 1, 2010

This Addendum is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2016, by and between the Town of Coulee Dam, the City of Electric City, the Town of Elmer City, and the City of Grand Coulee, all municipal corporations, hereinafter referred to as the "Municipalities" and Sunrise Disposal, Inc., hereinafter referred to as the "Contractor".

WHEREAS, an Agreement was entered into between the above named parties on the 1<sup>st</sup> day of January, 2010, said Agreement being entitled "Contract for Solid Waste Collection Services between the Board and the Contractor," hereinafter referred to as the "Contract".

WHEREAS, the Municipalities has requested that the Contractor provide backup services for transport of solid waste from the Delano Transfer Station to the Grant County Landfill located in Ephrata, Washington.

WHEREAS, the Contractor is willing to provide additional qualified and experienced personnel to operate the Municipalities' equipment and to provide additional equipment on an as-needed and as-available basis.

WHEREAS, the parties intend that the remaining provisions of the Contract remain in full force and effect and apply to the provisions of this Addendum, including but not limited to the provisions regarding liability insurance, indemnification, laws, licenses, and taxes, and independent contractor status.

# Now, Therefore, It is Hereby Agreed between the Parties as follows:

- 1. The parties agree that a new paragraph 2.6A shall be inserted into the Contract to provide:
  - 2.6A Additional Transport Services. Contractor shall provide personnel and equipment for the transport of solid waste to the Grant County Landfill on an as-needed and as-available basis at the rates set forth in Appendix C. Contractor shall primarily use the equipment provided by the Municipalities. The Municipalities or its designee may request additional personnel or equipment at any time, however, in no event shall the Contractor be required to furnish same if the provision of additional personnel or equipment will interfere with the Contractor's ability to operate its own transfer station during its usual hours of operation. The Contractor shall provide additional personnel who are experienced in the transportation of solid waste in like equipment and are licensed to operate commercial vehicles. The Contractor shall provide a copy of the CDL and driving abstract of each additional driver prior to commencing work.

2. All the rest and remainder of the Contract between the parties dated January 1, 2010, shall remain in full force and effect.

REGIONAL BOARD:
By A. T. M. C. H.  John T. Nordine II/Mayor Electric City
Hail Mourie
佐ail Morin/Mayor of Elmer City
By Tal aturn
Paul Townsend/Mayor Grand Coulee
By VM
F. Gregory (Greg) Wilder Mayor Coulee Dam
Attest:
Donna J. Deckman/Clerk of Board

Sunrise Disposal, Inc., a Washington corporation:

Richard L Howe, President

#### APPENDIX C

## Board supplied equipment

Driver hourly rate - \$30.12 per hour Mileage from Omak to Delano - \$0.540 per mile Per Diem if multiple days - \$140 per day meals & lodging

## Contractor supplied equipment

Truck and operator - \$90.12 plus fuel

Trailer - \$75 per load

Per Diem if multiple days - \$140 per day meals & lodging

\*\* Contractor supplied vehicle insurance