

CONTRACT FOR THE REMOVAL OF WASTE OIL AND ANTIFREEZE FROM THE KITTITAS COUNTY TRANSFER STATION

THIS Contract is entered into between the County of Kittitas, a municipal corporation, whose address is 925 Industrial Way, Ellensburg, WA 98926, hereinafter referred to as "County", and **Emerald Recycling Services Inc.**, whose address is **7343 East Marginal Way South, Seattle, WA 98108** hereinafter referred to as the "Contractor".

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

Contractor shall perform the work and/or deliver to the County oil and antifreeze, described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the scope of work.

ARTICLE II TERM OF CONTRACT

The term of this contract shall be for the period commencing (February 1, 2010) through (February 1, 2011).

Starting Date

End Date

This contract will automatically renew for successive 1 year terms unless either party gives 30 days written notice of termination of said Contract.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

County shall compensate the Contractor for work performed and/or goods supplied as described in Attachment A. County shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract. The Contractor agrees to indemnify, hold harmless and defend County, its officers, agents and employees from and against any and all claims, losses, or liability, for injuries, sickness, death or damage arising out of any willful misconduct or negligent act, error or omission of Contractor, its agents, employees or officers, in connection with the services required by this contract.

ARTICLE V

TERMINATION

Contractor or County may terminate this Contract upon giving the other party thirty (30) days' written notice. In the event of termination, Contractors shall be entitled to payment for work performed to the date of termination; County shall not be liable for indirect or consequential damages. Termination by Contractor or County will not waive any claim or remedies one may have against the other.

Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

ARTICLE VI

INSURANCE

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and subcontractors from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Contract, whether such performance is by Contractor or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Contractor shall provide proof of insurance for Commercial (comprehensive) General Liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates. Employer's Liability insurance shall be maintained with at least \$1,000,000 coverage. Proof of a policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than \$1,000,000. Worker's Compensation shall be in the amount required by law. If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and the County incurs fines or is required by law to provide benefits to or obtain

coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payments of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Upon the request of the County, Contractor shall furnish the County a certificate of insurance (with Endorsement as evidence that policies providing insurance required by this Contract are in full force and effect. The type of insurance required by this Contract is marked below.

- 1) Commercial General Liability Insurance
Certificate Holder – Kittitas County
The Certificate must name the County as additional insured as defined in the Agreement
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 2) Workers' Compensation.
Workers' Compensation in amounts required by law.
- 3) Employers Liability.
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 4) Commercial Automobile Liability Insurance.
Thirty (30) days written notice to the County of cancellation of the insurance policy.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

ARTICLE VII

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality.

All workers and subcontractors shall be skilled in their trades. Contractor guarantees that all work performed will be done adherence to the scope of work as outlined in Attachment A.

ARTICLE VIII

SUBCONTRACTORS

No assignments or subcontracts will be allowed unless prior written approval is obtained from the County.

County reserves the right to reasonably reject any subcontractor or supplies and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of the agreement. Contractor shall be fully responsible for all of its subcontractors as provided in Article I. Contractor shall comply with all state and federal laws pertaining to handling of oil, hauling, safety, employee benefits, etc.

Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this contract shall create any contractual relationship between any subcontractor and County.

ARTICLE IX

RIGHT TO WITHHOLD PAYMENTS

County shall have the right to withhold from payments due Contractor such sums as necessary, in County's sole opinion, to protect County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this a Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors.

ARTICLE X

SAFETY

If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state, and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XI

INDEPENDENT CONTRACTOR

The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Contract by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Contract is specified in Attachment B and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

ARTICLE XII

NO GUARANTEE OF EMPLOYEMENT

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

ARTICLE XIII

WITHHOLDING PAYMENT

In the event the contractor has failed to perform any obligation to be performed by the Contractor under this Contract within the time set forth in this Contract, then the County may,

upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

ARTICLE XV

TAXES

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

ARTICLE XV

REGULATIONS

Contractor warrants that it has and will maintain all necessary permits for the storing, transfer, processing, etc., of waste oil & waste anti-freeze. Further that it will observe all state, federal, and local laws in performing its duties under this contract's Attachment A "Scope of Work".

ARTICLE XVI

RIGHT TO REVIEW

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluation by service recipients under this Contract. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Contract for 3 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

ARTICLE XVII

MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

ARTICLE XVIII

VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Contract shall be governed by the law of the State of Washington.

ARTICLE XVIII

FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment for the services provided under this Contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

ARTICLE XX

CONFIDENTIALITY

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

ARTICLE XXI

NOTICE

Except as set forth elsewhere in the Contract, for all purposes under this Contract, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

ARTICLE XXI

SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

ARTICLE XXII

MISCELLANEOUS

- A. The County's failure or delay to insist upon strict performance of any of the provisions of this Contractor to exercise any rights or remedies under this Contract shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon

any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.

- B. The rights and remedies of the County set forth in any provision of this Contract are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Contract, by law.
- C. The headings and paragraph titles of this Contract are not a part of this Contract and shall have no effect upon the construction or interpretation of any part hereof.

ARTICLE XXIII

WAIVER

Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE XXIV

INTEGRATION OF CONTRACT DOCUMENTS

This Contract represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Washington shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from the County.

ARTICLE XVII

NON-DISCRIMINATION

A. Nondiscrimination in Employment

In this performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

B. Nondiscrimination in services

The Contractor will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.


C. Nondiscrimination in assignment

If any assignment and/ or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

IN WITNESS WHEREOF, the parties have executed this Contract this 3 day of

MAY, 2020.

Emerald Recycling Services, Inc. KITTITAS COUNTY BOARD OF COMMISSIONERS



Signature of Signatory
(Date MAY 3, 2020)

Jim Russell

Print Name of Signatory

ABSENT

Mark D. McClain, Chairman



Paul Jewell, Vice-Chairman

Fed. ID Number: 911578671



Alan A. Crankovich, Commissioner

Attest:



Samh. Kjosnik
Clerk of the Board

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

ATTACHMENT A
SCOPE OF WORK

1. Contractor shall properly receive, transport, recycle or dispose of all used waste oil & waste antifreeze generated from households and Small Quantity Generators residing within Kittitas County. This used waste oil will be received by the County at one (1) used oil collection event sponsored by the County during the year, and at the following locations:

<u>LOCATION</u>	<u>ADDRESS</u>	<u>APPROXIMATE YEARLY AMOUNT</u>
Cle Elum Transfer Station	Hwy. 903, Cle Elum, WA	3,500 gallons
Solid Waste Office Parking Lot	925 Industrial Way Ellensburg, WA	3,500 gallons
Cle Elum Hardware & Rental	811 W. Davis St. Cle Elum, WA	1,500 gallons
Oil Collection Event each fall	Ellensburg, WA	3,000 gallons

2. Contractor shall transport, recycle and/or dispose of the used waste oil & waste antifreeze in accordance with local, state and Federal laws and regulations, including, but not limited to 39 CFR 72.504, WAC 173-303.
3. Contractor shall furnish a truck and trailer capable of holding a minimum of 3,000 gallons of used waste oil for the oil collection event sponsored by the County.
4. The Contractor shall furnish a minimum of two (2) staff members for the collection event held each fall.
5. The Contractor shall furnish the following information to the County Solid Waste Programs Office, along with the invoice for payment:
 - Name of facility serviced.
 - Amount in gallons pumped (oil & antifreeze).
 - Date of service.
6. The Contractor shall respond to service to the County owned oil & antifreeze tanks in weekly rounds and upon being contacted by the County Solid Waste Programs Department.
7. The Contractor shall furnish to the County, information in writing on the end destination of oil & antifreeze removed, processed or transferred by the Contractor.
8. Under no circumstances shall any of the oil or antifreeze removed from the Kittitas County Solid Waste Disposal Sites be disposed of unlawfully by the Contractor.

ATTACHMENT B
CONTRACT SUM AND TERMS OF PAYMENT

1. County shall compensate/or be compensated by the Contractor for evacuation, recycling and disposal of used oil & antifreeze received by the County at the County owned transfer station in Cle Elum, the 350 gallon used oil tanks located at the Ellensburg, Washington , the Ellensburg Solid Waste Office Parking Lot, Cle Elum, Washington, Cle Elum Hardware & Rental,, and the Kittitas County sponsored oil collection program as follows:
 - a. A per gallon cost of \$ 0.00 for oil collected at each of the waste oil tanks. Or a payment of **\$.47 per gallon** for oil collection and recycling at each of the waste oil tanks.
 - b. A per gallon cost of **\$0.00 per gallon** for antifreeze collected at each of the waste antifreeze tanks. Or a payment of **\$ 0.00 per gallon** for antifreeze collection and recycling at each of the waste oil tanks.
 - c. A flat fee of **No Charge** dollars (**\$ 0.00**) for the yearly collection event held in Ellensburg.
 2. Contractor shall submit to the County a monthly invoice which details services the above locations, including a breakdown of the number of gallons of oil & antifreeze removed, the location of the tanks from which the oil was removed, or location of the oil collection site, date and total cost of the removal.
- Attention: Reno Allphin**
Kittitas County Solid Waste
925 Industrial Way
Ellensburg, WA 98926
(509)962-7577 or fax
(509)962-7087
3. County shall pay Contractor within thirty (30) days from receipt of Contractor's invoice.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID JM
EMESE-1

DATE (MM/DD/YYYY)

01/21/10

PRODUCER Hall-Conway-Jackson, Inc. P.O. Box 8010 Mill Creek WA 98082-8010 Phone: 425-368-1200 Fax: 425-368-1290		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Emerald Services, Inc. and per attached Named Insured List 7343 E. Marginal Way S. Seattle, WA 98108		INSURERS AFFORDING COVERAGE INSURER A: Greenwich Ins Co INSURER B: XL Specialty Insurance Co INSURER C: Commerce & Industry Ins Co INSURER D: Indian Harbor Ins. Co. INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GEC0000653-10	01/15/10	01/15/11	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$5,000 Deductible	AEC0000654-10	01/15/10	01/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	UEC0017860-05	01/15/10	01/15/11	EACH OCCURRENCE \$ 15,000,000
	AGGREGATE \$ 15,000,000				
	\$				
	\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC586-5382 POL INCL USL&H EXCEPT WA USL&H	01/15/10	01/15/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Professional Lia & Contractors Pollut	PEC0017842-05 PEC0017842-05	01/15/10	01/15/11	\$ 3,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional Insured forms CG2026, Primary XIL424, Auto133 & Contractors Pollution CPLcmCP & Blanket Waiver forms CG2404, Auto114 & WC 000313 attached apply to Certificate Holder if required in written contract.

CERTIFICATE HOLDER

KITTITA

Kittitas County Solid Waste
Programs
925 Industrial Way
Ellensburg, WA 98926

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas F. Jackson