

## **AGREEMENT/CONTRACT FOR THE REMOVAL OF WASTE OIL AND ANTIFREEZE.**

**THIS AGREEMENT/CONTRACT** is entered into between Kittitas County Solid Waste (hereinafter the "County"), whose address is 925 Industrial Way, Ellensburg, Washington 98926, and **Emerald Recycling Service Inc.** whose address is **7343 East Marginal Way South, Seattle, WA 98108**, hereinafter the "Contractor".

### **WITNESSETH:**

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Contractor shall do all work and furnish all materials necessary for performing the work in accord with and as described in all bid documents. All terms and conditions set forth in the bid documents, attached hereto, are incorporated herein by reference and are a part of this Contract. This Contract including the bid documents represents the entire and integrated agreement between the County and the Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral.

2. The County agrees to pay for the work as set forth in the manner and upon the conditions provided herein and in the bid documents. The County shall have the right, upon written notice, to withhold from payments due to the Contractor such sums as necessary, in the County's sole opinion, to protect the County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. Such withholding of payments shall be without penalty to the County. In addition, if sufficient funds are not appropriated or allocated by the County for payment of services provided under this Contract for any future fiscal period, after notice duly given, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and no penalty or expense shall accrue to the County in the event this provision applies.

3. This Agreement, including the bid documents which are incorporated herein by reference, contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

4. The parties agree that the Contractor is an independent contractor and not an agent or employee of the County. 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. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. The Contractor acknowledges that the entire compensation for this Contract is specified herein and in the bid documents, or in any addenda thereto as provided in writing and signed by both parties. Neither the Contractor nor its employees is 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. The performance of all or part of this Contract 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 of Contractor's employees or subcontractors, or any employees of subcontractors, by the County at the present time or in the future.

5. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) Provided, however, that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination. Such employment nondiscrimination 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. In addition, the Contractor agrees that it will not discriminate against any recipient of services or benefits provided for in this Contract on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, or the presence of any sensory, mental or physical handicap. If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall also include appropriate safeguards against discrimination. 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 and in services.

In the event the Contractor violates this provision, the County may terminate this agreement immediately and bar the Contractor from performing any services for the County in the future.

6. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County. In such event, any and all agreed changes related to such assignment or subcontract shall be in writing, signed by each of the parties.

7. The County reserves the right to terminate or cancel this Contract for convenience as provided in the bid documents, upon 30 days written notice sent by certified mail to the Contractor at the address listed above, or by courier or other delivery service with proof of delivery. The County may also immediately terminate the Contract for cause, as provided in the bid documents, and may also pursue such other remedies as are legally available. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination; the County shall not be liable for indirect or consequential damages. Termination by the Contractor or the County will not waive any claim or remedies one may have against the other.

8. The Contractor shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense that the County may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement.

9. The Contractor shall provide to the County proof of insurance in the amounts required under the bid specifications. Kittitas County, its agents, elected and appointed officials, volunteers and employees shall be named as additional insureds on said insurance policies, as provided in the bid documents, and no contract shall form unless and until a copy of the Certificate of Insurance with Endorsement properly completed and in the amounts required, is attached to the Contract.

10. This agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding to enforce this Agreement shall be brought in the Superior Court for the State of Washington in Kittitas County, Washington.

11. 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 accord with 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.

12. 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 six (6) years after contract termination, and shall make them available for such review, within Kittitas County, Washington, upon request.

13. 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, its 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.

14. Except as set forth elsewhere in this Contract and in the bid documents, for all purposes under this Contract, except service of process, notice shall be given by the Contractor to the Department Head of Kittitas County Solid Waste, at 925 Industrial Way, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Contract shall be given to the address reflected in the opening paragraph of this Contract. Notice may be given by delivery or by depositing in the U.S. Mail, first class postage prepaid.

15. The County's failure or delay to insist upon strict performance of any of the provisions of this Contract 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. The County's rights and remedies set forth in any provision of this Contract are in

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

16. If any term or condition of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect the 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.

17. 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.

18. Contractor Commitments, Warranties and Representations:

The Contractor represents and warrants to the County as follows:

- A. The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- B. The Contractor has the authority to execute this Contract, to make the representations and warranties therein set forth, and to perform the Contractor's obligations under the Contract in accord with its terms.
- C. This Contract has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of the Contractor.
- D. The Contractor has or will obtain prior to commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- E. The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Contract.
- F. None of the representations or warranties in this Contract, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

19. This Contract adopts all terms and conditions of the bid documents and specifications for Bid No. C1, for bids accepted at the Kittitas County Solid Waste Office in Ellensburg, Washington on March 29, 2012, which bid documents are herein incorporated by reference.

20. The term of this Agreement shall be from 1 May 2012 to 1 May 2013.  
IN WITNESS WHEREOF, the parties have executed this Contract this 19 day of

June, 2012.

**KITTITAS COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Signature of Signatory  
(Date 5-31-12)  
Jim Munnell  
\_\_\_\_\_  
Print Name of Signatory

  
\_\_\_\_\_  
Alan Crankovich, Chairman

  
\_\_\_\_\_  
Obie O'Brien, Vice-Chairman

Fed. ID Number: 91-1578671

  
\_\_\_\_\_  
Paul Jewell, Commissioner



Attest:

  
\_\_\_\_\_  
Clerk of the Board - Deputy

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WA#712152 1-206-343-2323 Bacic Group, LLC dba MCM-BACIC Bacic Pacific Insurance Services, LLC #0F82099- 1325 Fourth Avenue, Suite 2100  Seattle, WA 98101	<b>CONTACT NAME:</b> <b>PHONE:</b> <b>FAX (A/C, No.):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>														
<b>INSURED</b> Cedar Grove Composting, Inc. Emerald Services, Inc. 7343 E Marginal Way S  Seattle, WA 98108	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: IRONSHORE SPECIALTY INS CO</td><td>25445</td></tr><tr><td>INSURER B: OLD REPUBLIC INS CO</td><td>24147</td></tr><tr><td>INSURER C: ALASKA NATL INS CO</td><td>38733</td></tr><tr><td>INSURER D: COMMERCE &amp; INDUSTRY INS CO</td><td>19410</td></tr><tr><td>INSURER E: SEABRIGHT INS CO</td><td>15563</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: IRONSHORE SPECIALTY INS CO	25445	INSURER B: OLD REPUBLIC INS CO	24147	INSURER C: ALASKA NATL INS CO	38733	INSURER D: COMMERCE & INDUSTRY INS CO	19410	INSURER E: SEABRIGHT INS CO	15563	INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:** 25203524**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATION 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>Stop Gap</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PROJECT</b> <input checked="" type="checkbox"/> <b>LOC</b>	X X	001264600	01/15/12	01/15/13	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
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B C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>\$5,000 Comp</b> <input checked="" type="checkbox"/> <b>\$5,000 Coll</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>	X X	MTWB21526 HI 12AAS08118	01/15/12 01/15/12	01/15/13 01/15/13	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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D E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> If yes, describe under <b>DESCRIPTION OF OPERATIONS</b> below	X N/A	WC1610203 BB3121850 USLB	01/15/12 01/15/12	01/15/13 01/15/13	<table border="1"><tr><td><input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b>		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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A	<b>Contractors Pollution</b>	X	001264600	01/15/12	01/15/13	<table border="1"><tr><td>Each Condition</td><td>1,000,000</td></tr></table>	Each Condition	1,000,000												
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A	<b>Professional</b>	X	001264600	01/15/12	01/15/13	<table border="1"><tr><td>Each Act</td><td>1,000,000</td></tr></table>	Each Act	1,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FOR BID PURPOSES ONLY

Per the attached endorsements the following are included as Additional Insured, primary & noncontributory, waiver of subrogation applies:

**CERTIFICATE HOLDER****CANCELLATION**

FOR BID PURPOSES ONLY

7343 E Marginal Way S

Seattle, WA 98108

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)  
rachelmccer  
25203524

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