

REQUEST FOR PROPOSALS

- **TRANSFER STATION OPERATIONS**
- **MUNICIPAL SOLID WASTE HAULING AND DISPOSAL**
- **INERT, DEMOLITION, AND DEBRIS WASTE HAULING**
- **RECYCLABLES HAULING, PROCESSING, AND MARKETING**

I S S U E D B Y :

KITTITAS COUNTY SOLID WASTE

January 2020

Section 1

INTRODUCTION

Kittitas County, Washington, is requesting proposals for the operation of two solid waste transfer stations; the hauling and disposal of municipal solid waste (MSW); the hauling of inert, demolition, debris waste (IDDW); and the hauling, processing, and marketing of recyclable materials, all as more fully described in the attached draft Agreement. The Kittitas County Board of Commissioners has authorized this project as a component of assuring environmentally safe, economical management of MSW generated and collected in the County.

Potential contractors must provide information related to management qualifications, cost and technical aspects that demonstrate the contractor's ability to successfully meet the County's needs and objectives, as specified in the Project Description and Purpose of this Request for Proposal (RFP).

1.1 ORGANIZATION OF THIS RFP

Section 1 - An overview of the organization of the RFP and description of the County's purpose in issuing the RFP. Section 1 also provides information regarding the County's procurement schedule.

Section 2 - Provides a current solid waste system description.

Section 3 - Contains qualifications Contractors must meet in order to be considered for evaluation and sets forth process and criteria by which Proposals will be evaluated.

Section 4 - Contains instructions and forms for the preparation and submittal of Proposals.

Appendix A - Draft Agreement.

Appendix B – Transfer Station Operations Cost Detail

1.2 PROCUREMENT SCHEDULE

Table 1 provides schedules and milestones for the procurement processes set forth in this RFP. The County plans to adhere to this schedule, but reserves the right to modify or postpone this schedule if advantageous to the County.

**TABLE 1
PROCUREMENT SCHEDULE**

MILESTONE	DATE AND TIME
1) Issue RFP	January 7, 2020
2) Mandatory Pre-Bid Meeting and Site Tours	January 24, 2020, 10AM
3) Final Deadline for Written Questions	February 1, 2020
4) Proposals Due	March 17, 2020 at 11 a.m.
5) Evaluation of Proposals	March 17 to March 23, 2020
6) Notify Highest Ranked Proposer	March 23, 2020
7) Highest Ranked Proposer pricing back up paper work due.	March 31, 2020
8) Public Hearing	April 7, 2020 2PM
9) County Award of Contract	April 21, 2020
10) Commencement of Services	July 1, 2020

PROJECT DESCRIPTION AND PURPOSE

2.1 BACKGROUND

Solid waste transfer stations are regulated by Washington Administrative Code (WAC) provisions including but not limited to 173-304 and 173-350 pursuant to RCW 70.95. Transfer stations are permitted by "jurisdictional health departments" in accordance with WAC 173- 304.

Counties have the authority to establish, own and operate transfer facilities or to contract for such facilities and services. Privately owned and operated transfer stations, or transfer stations owned and operated by cities and towns, can be established and permitted if they are found to be consistent with a county's Solid Waste Management Plan and meet Federal, State and Local regulations.

Hauling of waste from County transfer stations is not regulated under the WUTC "Solid Waste Collection Companies" (RCW 81.77). Counties may contract for hauling from transfer stations to a designated landfill.

2.2 CURRENT CONDITIONS

Solid waste from commercial accounts and households in Kittitas County is presently delivered to two County-owned transfer stations, top-loaded into transfer trailers, and hauled approximately 80 miles north of the City of Ellensburg to the privately-owned Greater Wenatchee Landfill, Douglas County, Washington.

At the transfer stations, the County operates the scale houses where loads are weighed and fees are collected. Also, the following activities, arranged by the County, are not (and will not be) part of this contract: the removal of CFCs from appliances, metal recycling, and tire removal. Aside from the scale houses and these activities, operation of the two transfer stations and the associated hauling activities are operated by the contractor.

Recyclables drop boxes at the transfer stations are managed by the contractor. Recyclable materials are collected in County-owned drop boxes located at the transfer stations. Bins are currently used for collection of aluminum cans, steel (tin) cans, newspapers, corrugated cardboard, plastic milk jugs and pop bottles, and magazines. Aside from yard waste and the recyclables listed in the previous sentence, the contractor ensures that the following other wastes are segregated at the transfer stations and excluded from landfilling: white goods (large appliances, ferrous and non-ferrous metals) and tires. IDDW (Inert Waste) is segregated for delivery to the Ryegrass facility.

There are no active municipal solid waste landfills in Kittitas County. The County owns and operates the Ryegrass Landfill which is permitted as a Limited Purpose Landfill and accepts inert, demolition and construction debris waste (IDDW).

Yard waste from the two transfer stations is processed by the County at the County Compost Facility located at the Ellensburg Transfer Station site according to the current Compost Facility Operations Plan. The County will continue to operate the County Compost Facility.

Table 2 summarizes recent activity at the County transfer stations. This information is provided for reference only. Past activity is not necessarily indicative of future conditions, and the County makes no guarantees of minimum or maximum deliveries of any materials to its transfer stations.

	2018
Tons of municipal solid waste delivered to Ellensburg Transfer Station	26,386
Tons of municipal solid waste delivered to Upper County Transfer Station	10,678
Number of customers delivering waste to Ellensburg Transfer Station	60,275
Number of customers delivering waste to Upper County Transfer Station	37,337
Tons of Segregated Yard Waste received at the Ellensburg Transfer Station	2,231
Tons of Segregated Yard Waste received at the Upper County Transfer Station	404
Tons of IDDW hauled from the Ellensburg Transfer Station to the Ryegrass Landfill	1,920
Tons of IDDW hauled from the Upper County Transfer Station to the Ryegrass Landfill	1,047

2.3 FUTURE OPERATIONS

The County expects that future operations of the transfer stations and associated activities will be substantially similar to current operations, with exceptions for:

- Population growth in the county
- Potential for use of a different landfill for municipal solid waste
- Other changes which may occur from time to time, consistent with operational need
- Changes resulting from the opening of the new Ellensburg Transfer Station

Proposers may suggest improved and innovative operations methods. Future operations will be conducted pursuant to an Operations Plan to be developed by the contractor and approved by the County.

2.4 ELLENSBURG TRANSFER STATION

The Ellensburg Transfer Station is currently located off Industrial Way within the City of Ellensburg, the largest population base in the County. The transfer station property is leased from the City of Ellensburg.

Municipal solid waste is received at the transfer station, which has a main building of approximately 7500 square feet (including a tipping floor of approximately 6800 square feet), a top-loading chute, and a drive-through lower transfer trailer bay. IDDW is received at the building. Yard waste is received at the Compost Facility. Proposers' operations plans (to be prepared as Form 6 in Section 4 of this RFP) should address where various waste streams will be received and how they will be stored and processed.

It is anticipated that a contractor-provided wheel loader (such as a CAT 966F with a Balderson refuse bucket) will operate on the tipping floor to push and stack waste into temporary storage piles, break up oversize materials, mix dense and light materials, and push waste through the chute into transfer trailers. Other mobile equipment that is anticipated to be provided by and used by the operations contractor includes a tractor backhoe for spill cleanup, snow removal, and miscellaneous material handling, and a utility vehicle for light hauling and miscellaneous work. Periodic use of equipment such as lawn mowers, Vector trucks, and street sweepers is also expected.

Mobile equipment will need to be fueled directly from fuel delivery vehicles; no on-site fuel storage and dispensing is available.

Transfer trailer traffic will enter and leave the site at a separate, gated entrance. The facility was designed to accept transfer trailers with nominal dimensions of 48 feet long, 13.5 feet high, and approximately 120 cubic yards of capacity. Smaller or larger trailers may also be suitable; contractors should familiarize themselves with the facility and take measurements before deciding on the use of any specific equipment. Parking on the lower level is available for empty and loaded trailers, as well as facility employees.

Wastewater which has come (or had the potential to come) into contact with solid waste is collected in a tank at the Ellensburg Transfer Station. The Contractor will be responsible for hauling this leachate from the Ellensburg Transfer Station to the Ryegrass Landfill site on an as-needed basis, using contractor-provided equipment. The County will be responsible for treating the leachate after it is delivered to the Ryegrass Landfill site.

Contractor staffing at the Ellensburg Transfer Station is expected to include at least one supervisor/senior equipment operator and at least one floor spotter/equipment operator. Operating conditions may fluctuate and require additional personnel.

2.5 UPPER COUNTY TRANSFER STATION

The Upper County Transfer Station was designed and built in 2003 and is located between the cities of Roslyn and Cle Elum in the western portion of the County on 10 acres of property just off State Highway 903. The County owns the property and improvements at the Upper County Transfer Station. This facility is also known as the Cle Elum Transfer Station.

Appendix C provides a site plan of the Upper County Transfer Station. The Upper County Transfer Station includes a 7300 square foot tipping floor for handling MSW and IDDW. The IDDW/Construction Debris and leachate as previously described with regard to Ellensburg Transfer Station operations will be handled in the same manner. Equipment and staffing shall also be as described for the Ellensburg Transfer Station.

2.6 REFUSE COLLECTION

Municipal solid waste generated in Kittitas County and most incorporated cities is collected by Waste Management of Ellensburg under a state-issued franchise. The City of Cle Elum contracts with Waste Management of Ellensburg for mandatory curbside collection services within its incorporated area. The City of Ellensburg contracts with Waste Management of Ellensburg for collection services within its incorporated area, but this collection is not mandatory.

EVALUATION OF PROPOSALS

Kittitas County will evaluate the technical and financial qualifications of all proposals received by the due date. In addition, the County may conduct, at its sole discretion, any additional evaluations needed to determine which proposal best meets the County's objectives. The information provided in response to this RFP will be carefully analyzed for accuracy by the County.

3.1 MINIMUM QUALIFICATIONS

To qualify for consideration, proposals must contain detailed information sufficient to demonstrate that the Contractor will meet the following minimum qualifications:

1. The company, a subcontractor, or member of a joint venture must have principals or employees who will be committed to the Contract and have a minimum of five (5) years management experience in waste management operations similar to the activities described in this RFP.
2. A reasonable schedule must be presented for equipment procurement, staffing, and management to demonstrate the ability of the contractor to assume operational responsibility beginning July 1, 2020.
3. The proposing company, or separate company guaranteeing the performance of the proposing company, must show evidence of its ability to secure the performance bond and insurance requirements found in the draft Agreement.
4. The proposing company must show evidence that the proposed landfill and alternative disposal method to be utilized under this RFP and subsequent Agreement meets all applicable regulations and will have sufficient capacity to receive the County's waste during the term of the contract. There must be a demonstrated alternate location available in the event that the proposed landfill location becomes unavailable for any reason.

3.2 PROPOSAL EVALUATION CRITERIA

Kittitas County will evaluate those proposals that meet or exceed the minimum qualifications to determine which proposal best meets the County's objectives for this project. The evaluation will be based on the two criteria listed below, weighted according to their relative importance.

1. **Price Proposal for Contractor Services** — based on the present value (PV) of cost proposal to provide the services and guarantees specified in this RFP (50 possible evaluation points). The lowest PV of cost proposal will receive all 50 points for this criterion. Proposals that are not the lowest cost will be allocated points based on a percentage of the lowest cost proposal. The formula to allocate points to proposals other than the lowest cost is as follows:

“Other” PV of cost \$ ___ minus “Lowest” PV of cost \$ ___ = Difference

Percentage = 1 – (Difference divided by “Lowest” PV of cost)

Percentage times 50 points = Points for other than lowest PV of cost proposal

A simple example is provided for the purpose of illustration. If two companies were to submit proposals, and the PV of cost for Company A's proposal is \$100, and the PV of cost for Company B's proposal is \$110, then Company A, as the low-cost proposer, would receive all 45 points in the total cost criterion. Company B would receive 31.5 points. Per the preceding formula, Company B's points would be calculated as follows:

$$\text{Difference} = \$110 - \$100 = \$10$$

$$\text{Percentage} = 1 - (\$10/\$100) = .90 \text{ or } 90\%$$

$$\text{Percentage} \times 50 \text{ points} = 90\% \times 50 = 45 \text{ points}$$

2. Technical Merits of the Proposal – the criteria for evaluating the technical merits of the proposals are listed below (50 possible evaluation points).

- a) Consistency with the Kittitas County Solid Waste Management Plan and potential benefit to the County Solid Waste Management System.
- b) Contractor's experience with similar solid waste operations, transportation and disposal projects, and evidence of the management ability of the Contractor to meet the County's objectives.
- c) Strict compliance with provisions of the draft Agreement found in Appendix A of this RFP and conformance to Federal, State and Local codes and standards.
- d) Past performance history in projects similar to this project, including but not limited to client references and compliance and adherence to laws and regulations governing project activities.
- e) Conformance to Equal Employment Opportunity Requirements and Responsibilities.
- f) Overall quality and completeness of the proposal.

Proposal evaluation points will be added from the cost and technical merits criteria to determine a total score.

3.2 PROPOSAL EVALUATION PROCESS

Proposals will be initially ranked and a contractor or contractors will be identified for discussions and interviews. Based on the evaluation criteria established above, the County will identify the contractor determined to be the best qualified for the project, and the County will begin negotiations with that contractor. The County may conduct simultaneous discussions to clarify proposals and/or negotiations with one or more contractors.

If the County is unable to negotiate a satisfactory contract with the preferred contractor, the County may terminate negotiations and initiate new negotiations with the next ranked contractor or terminate negotiations altogether. The County may, at any time, undertake simultaneous negotiations of the final contract with more than one contractor.

Low quality, incomplete or non-responsive proposals will be rejected and may or may not be evaluated with the criteria listed above in making that determination.

The County reserves the right to reject any and all proposals, for any reason, or issue subsequent requests for new proposals or additional information and waive any or all informalities. Parties submitting proposals in response to this RFP waive any claims related to, or arising out of, the RFP process.

Section 4

INSTRUCTIONS FOR PREPARING & SUBMITTING PROPOSALS

This section is intended as a guide for preparing and submitting proposals. Proposal forms are located at the end of this section.

All contacts relative to this solicitation, as well as questions concerning these instructions shall be directed in writing to the attention of Patti Johnson, Kittitas County Solid Waste Programs, 925 Industrial Way, Ellensburg, WA 98926, phone (509) 962-7542, email patti.johnson@co.kittitas.wa.us.

Questions concerning this RFP should be received prior to February 1, 2020. Contractors shall notify Kittitas County Solid Waste Programs of any conflicts, errors, omissions or discrepancies in the RFP prior to this date. The County reserves the right not to respond to questions received after this date. Contractors are hereby notified to submit all questions in writing.

Contractors may not initiate any communications related to this procurement contract with County staff or elected officials (other than Patti Johnson) between the date Proposals are received, and the time that contract negotiations are initiated with the selected contractor(s). Any such prohibited contact may result in the disqualification of the contractor(s) concerned.

Changes, interpretations, or clarifications considered necessary by the County in response to contractor(s) questions will be issued in writing as Addenda, and mailed or delivered to all parties recorded by the County as having received the RFP documents. Only answers issued by formal written Addenda will be binding on the County. Oral and other interpretations or clarifications will be without legal effect.

4.1 PRE-PROPOSAL CONFERENCE

Proposers are required to attend a pre-proposal meeting if they will be submitting proposals. The pre-proposal conference will begin at 10 a.m., January 24, 2020, at the Ellensburg Transfer Station. The conference will include tours of the Ellensburg and Upper County Transfer Stations. Anyone wishing to go to the Ryegrass landfill may do so after the tour of the transfer stations.

Questions from proposers to be addressed at the pre-proposal meeting must be received in writing by February 1, 2020.

4.2 SUBMITTAL REQUIREMENTS

Four copies of the proposal must be submitted to the offices of Kittitas County Solid Waste Programs, 925 Industrial Way, Ellensburg, WA 98926, phone (509) 962-7542. Proposals must be submitted before 11:00 a.m. on March 17, 2020.

All Proposals shall be sealed in individual opaque packages and identified as "Kittitas County Solid Waste Operations Proposal" on the outside of the sealed package. The County reserves the right to issue an Addendum that extends the original due date for proposals. The County does not anticipate returning proposals following the review and selection process. The County reserves the right to reject any proposal that is not received on time.

4.3 PROPOSAL PREPARATION EXPENSES

All costs incurred by contractors associated with proposal preparation and subsequent negotiations, which may or may not lead to execution of a contract, shall be borne entirely and exclusively by the contractor.

4.4 CONFIDENTIAL INFORMATION

Proposals submitted in response to this RFP may contain technical data or other knowledge or materials that constitutes proprietary information, which if publicly disclosed, would cause injury to the contractor's competitive position. To protect this data from disclosure, contractors should specifically identify the pages of the proposal containing such information by marking the applicable pages "CONFIDENTIAL." However, the contractor understands that the County, in its sole discretion may determine that the disclosure of some proposal information is required under applicable law or regulation, and the contractor agrees to hold the County harmless with respect to any such disclosure. The County will give notice to contractors of any requests for disclosure of information identified as confidential.

4.5 EQUAL EMPLOYMENT OPPORTUNITY

Contractors shall comply with all applicable Federal, State, and Local laws and regulations pertaining to equal employment opportunity. The contractor is responsible for determining the applicability of these provisions and the extent of compliance. Women and Minority Business Enterprises are encouraged to submit and participate in proposals.

4.6 COMPLETION OF PROPOSAL FORMS

The Proposal Forms are provided on the following pages. The forms include:

Form 1: Proposal Guarantees and Warrantees

Form 2: Qualifications

Form 3: Price Proposal

Form 4: Equipment Description, Operations Plan, and Disposal Site

Form 5: Proposed Changes to Agreement

Form 6: Proposed Operations Plan

The Contractors' responses to the questions in the proposal forms, as well as the submitted proposal, will be used by the County to evaluate the responsiveness and merits of the proposal in accordance with the evaluation criteria described in Section 3. The Contractor shall include additional text to their proposal to indicate an understanding of local conditions, the County Solid Waste Plan, project schedule, insurance specifications, equal employment requirements, and other topics identified by proposer.

Contractors should provide complete and detailed responses to each question and request for information in each proposal form. If the Contractor fails to do so, the proposal may be deemed nonresponsive and may be rejected by the County. The Contractor may add additional lines to a response form if it requires more room than provided by a blank provided for proposal response.

Contractors shall type "N/A" or "not applicable" in response to all questions that are not applicable to its submittal. During the execution of the Contract, the County will consider Information submitted by the successful Contractor to be binding, and any substitutions or deviations from the Information provided may only be specifically approved by the County in writing.

Contractors shall consider and reflect in their proposals all Federal, State, and Local laws, statutes, ordinances, rules, regulations, and any other applicable laws that may affect cost, permitting, progress, performance of furnishing of the Contract including, but not limited to, applicable regulations concerning; minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste handling facility standards and permits, other permits, fees and similar subjects.

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

Proposals shall be signed by an executive officer of the proposing organization, and where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the contractor.

4.7 INNOVATIVE PROPOSALS

Contractors are requested to respond to this RFP using the terms of the draft

Agreement in Appendix A. Proposal forms 1 through 4 and 6 shall be completed assuming that the terms found in the draft Agreement are used in the final contractual arrangement between the contractor and County.

However, innovative ideas for alternative operations or contract terms can be presented as alternatives to the terms in the draft Agreement, particularly when those ideas provide a cost savings for the County. Form 5 should be used to explain the proposed changes to the draft Agreement and how those changes would affect the price proposal and other terms of the contractor's proposal.

KITTITAS COUNTY SOLID WASTE PROGRAMS RFP

Form 1

Proposal Guarantees and Warrantees

1.1 DECLARATION

The undersigned Proposer declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion, and without any official of the County, and that the Proposal is made without any connection or collusion with any person submitting another Proposal for this project.

The Proposer declares that this Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

1.2 UNDERSTANDING OF LOCAL CONDITIONS

The Proposer acknowledges that it has satisfied itself as to the nature and location of the project particularly: the condition of the Ellensburg Transfer Station and the Upper County Transfer Station and all other local conditions and relevant facilities, equipment and properties; the availability of transportation, access, handling and storage of solid wastes, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at any project facility; the character of equipment and facilities needed preliminary to and during the execution of the project; and all other matters that can in any way affect the project or the cost thereof under the draft Agreement.

The Proposer further acknowledges that it has satisfied itself as to the character, quality, and quantity of information provided by the County regarding its solid waste facilities and properties and any additional information that may be provided by the County. Failure by the Proposer to acquaint itself with the physical conditions of all facilities and all the available information will not relieve it from responsibility for properly estimating the difficulty or costs of successfully performing the project. The Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the project in a good and workmanlike manner and to the satisfaction of the County.

1.3 UNDERSTANDING OF PROPOSAL PROCESS

The Proposer has familiarized itself with the nature and extent of the RFP including, without limitation, the draft Agreement, and all laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the project. The Proposer has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the project, and that this Proposal is made according to the provisions and under the terms of the draft Agreement, which are hereby made a part of this Proposal.

The County assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of the Agreement, unless (1) such representations are expressly stated in the draft Agreement, and (2) the Agreement expressly provides that the responsibility therefore is assumed by the County. The Proposer understands that by submitting a Proposal and entering into any negotiations that follow, the Proposer is acting at its own risk, and the Proposer waives any rights it may have to receive any damages or other compensations or reimbursement for any liability, claim, loss, or injury resulting or to result from any action or inaction on the part of the County concerning the evaluation and selection of proposals by the County, any negotiations entered into for the service, or any award of a draft Agreement pursuant thereto.

Prior to the submission of this Proposal the Proposer provided the County with written notice of all conflicts, errors, discrepancies in the request for proposals (RFP), and written notice of all substantial exceptions to the provisions of the RFP. In submitting this Proposal, the Proposer understands the County's resolution of all conflicts, errors, discrepancies, and exceptions is indicated in the Addenda to the RFP. The Proposer indicates its understanding of this resolution and hereby acknowledges receipt of all RFP documents and of the following Addenda:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

1.4 PERFORMANCE GUARANTEES

The Proposer agrees to operate and maintain the transfer stations, haul waste and recyclable materials, dispose of waste, market recyclables, and perform related services in accordance with the terms of the draft Agreement at the prices shown in Proposal Form 3.

1.5 ACCEPTANCE OF CONTRACTUAL TERMS AND CONDITIONS

The Proposer will accept as full payment for the services proposed herein the amounts computed under the provisions of the Agreement based on the prices provided in Form 3 - Price Proposal. The Proposer agrees to execute the Agreement at the prices indicated in Form 3 - Price Proposal with no modifications or deletions, except for any agreed-upon changes during contract negotiations, technical modifications to conform the Agreement to the Proposer's organizational form, and other minor technical adjustments.

The Proposer agrees that the prices and itemized costs indicated in its Proposal forms represent a true measure of the labor, materials, and other costs required to execute the project, including all allowances for overhead, profit, and applicable taxes and other costs.

1.6 SIGNATURE OF PROPOSER

The name of the Proposer that is submitting this Proposal is: _____

Doing business at:

_____ City _____ State _____ Zip Code _____

which is the address to which all communications concerning this Proposal and the draft Agreement shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proposer is a partnership, attach to this form a copy of the partnership agreement. If the Proposer is a corporation, attach to this form copies of its articles of incorporation, bylaws, and certificate of good standing, as certified by the Secretary of the Board of Directors.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set its hand this ___ day of _____, 2020.

Signature of Proposer

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ___ day of _____, 2020.

Name of Corporation

By

Title

Attest (Secretary)

KITTITAS COUNTY SOLID WASTE PROGRAMS RFP

Form 2

Qualifications

2.1 GENERAL INFORMATION ABOUT PROPOSER

- 1. Name of Proposer: _____
- 2. Proposer's Representative: _____
- 3. Telephone Number of Representative: _____
- 4. How many years has Proposer been in business under present name:
- 5. List any other names under which your firm has done business during the past 15 years (if any), and indicate the years during which the firm was so named:

- 6. If the Proposer is a subsidiary of another firm or is intended to be a newly created subsidiary, include the information requested in items 1. through 5. above for the parent company and describe the role of the parent company in this Project.

If the Proposer is a joint venture or partnership, attach to this form a narrative description identifying the relationship and responsibilities of the members of the joint venture or partnership and the mutual contractual obligations of the members and include the information requested above for all members.

- 7. Has the Proposer or any parent or affiliated organization of the Proposer ever been convicted of any conduct or been fined an amount greater than \$10,000 for a civil or criminal violation of any Federal, State, or Local statute or regulation in connection with a solid waste or transportation draft Service Agreement (indicate with an X next to the Yes or No)?

Yes _____

No _____

If yes, state the name of the person, the name of the firm, the case number, and the circumstances surrounding the conviction or violation. Use separate sheets as necessary and attach to this form.

2.2 PROPOSER'S SOLID WASTE TRANSFER STATION EXPERIENCE

Provide the following information for projects undertaken by the Proposer or Subcontractors that will provide evidence to the County of experience in all aspects of solid waste transfer station operations and maintenance. Use copies of this form as necessary to provide information for projects performed in the past 10 years up to a maximum of five. Focus on projects in which the experience of the Proposer is the most similar to the requirements of this Project as described in the RFP.

1. Name and location of facility: _____

2. Facility owner, owner contact, address, and telephone number:

3. Years operated by Proposer: _____

4. Scope of operational responsibility provided by Proposer:

5. Types of waste handled: _____

6. Types of recyclables handled, and disposition (how processed and marketed):

7. Facility throughput (tons per year): _____

2.3 PROPOSER'S SOLID WASTE TRANSFER HAULING EXPERIENCE

Provide the following information for projects undertaken by the Proposer or Subcontractors that will provide evidence to the County of experience in all aspects of solid waste transfer hauling experience. Use copies of this form as necessary to provide information for projects performed in the past 10 years up to a maximum of five. Focus on projects in which the experience of the Proposer is the most similar to the requirements of this Project as described in the RFP.

1. Location of hauling activity (origin, destination, one-way miles):

2. Facility owner, owner contact, address, and telephone number:

3. Years operated by Proposer: _____

4. Approximate tons per year transported: _____

5. Type of hauling equipment used (type and approximate dimensions):

6. Typical average payload achieved: _____

2.4 RESUMES OF KEY OFFICERS AND PROJECT TEAM LEADERS

Attach to this form resumes of the key officers, principals, and employees of the Proposer.

2.5 ORGANIZATION CHART

Attach to this form an organization chart for the project. Provide sufficient detail to indicate the relationship between all personnel for which resumes are included in this form. Indicate on the chart which personnel will be assigned to this project, and in what capacity.

2.6 FINANCIAL QUALIFICATIONS

The following information must be provided for all companies, subsidiaries, and/or parent companies of the Proposers' project team, the adequacy of which will be determined by Kittitas County. Information shall be submitted in a form which is in accordance with generally accepted accounting principles.

- (a) Copies of most recent 10-Ks filed with the U.S. Securities and Exchange Commission (SEC) and all 10-Qs since the last 10-K; or, if a 10-K form is not filed with the SEC, the following (Note: In addition to the following information, a contractor may be required to submit additional financial information to satisfy other governmental reporting and disclosure rules):
 - 1. Certified audited financial statements or annual reports for the past three (3) fiscal years to include at a minimum, income statements, balance sheets, and statements of changes in financial position. If less than three (3) years of financial statements are available, this information should be provided to the fullest extent possible.
 - 2. Copies of the latest quarterly financial report.
 - 3. A copy of the latest annual report.
 - 4. Information on any material changes in the mode of conducting business, bankruptcy proceedings, assignments of accounts or assets, corporate restructuring, and mergers or acquisitions within the past three (3) years, including comparable information for related companies and principles of companies.
 - 5. Information on the firm's access to bank lines of credit, revolving credit agreements, or other sources of working capital funds.
- (b) A copy of the Prospectus and Official Statement, if any, for the firm's latest security offerings.
- (c) The rating on outstanding corporate debt, if any has been issued, with copies of the rating agency reports on that outstanding corporate debt.
- (d) A description of all financial commitments in excess of one million dollars (\$1,000,000) presently obligated, including completion guarantees on all construction projects and operating agreements and their bearing on the firm's financial ability to guarantee the performance and other requirements of this project.

- (e) A description of any outstanding contractual arrangements, including off-balance sheet items, that may have a bearing on the ability of the firm to meet its obligations to Kittitas County, with respect to:
 - 1. Corporate guarantees
 - 2. Affiliations
 - 3. Partnerships and/or joint ventures (describe assets and liabilities)
 - 4. Other sources of guarantees that may exist

- (f) A description of the assets to be used to back the firm's obligations, or the recourse the County will have to the firm's or parent company's assets.

- (g) Evidence of the ability to obtain an irrevocable letter of credit in the amount of \$100,000.

- (h) Pending or potential legal actions that would materially affect the firm's financial situation and/or its ability to meet its contractual obligations to Kittitas County.

KITTITAS COUNTY SOLID WASTE PROGRAMS RFP

Form 3

Price Proposal

For pricing, proposers shall complete the Proposer Cost Model, available at <https://www.co.kittitas.wa.us/solid-waste/default.aspx> , and email the completed model to Patti Johnson at patti.johnson@co.kittitas.wa.us as part of your submittal.

The proposer cost model is a Microsoft Excel workbook with the following two sheets. Proposers shall enter information in the blue-fill cells of the first sheet (the Proposer's Cost Proposal) and in the second sheet (Proposer's Cost Proposal – Five-Year Present Value) the model calculates a present value of cost over a 5-year period that will be used as the Price Proposal for Contractor's Services used to evaluate proposals.

Proposer's Cost Proposal

	Annual Tons	Fee (\$/ton)	Annual Total
1. Transfer Station Operations	39,512		\$0
2. Solid Waste Transportation	39,512		\$0
3. Solid Waste Disposal	39,512		\$0
4. Yard Waste Transport from UCTS	424		\$0
5A. Inert, Demo, Construction Debris - ETS	2,004		\$0
5B. Inert, Demo, Construction Debris - UCTS	988		\$0
6A. Recycling Handling and Transportation Fee - ETS	490		\$0
6B. Recycling Handling and Transportation Fee - UCTS	256		\$0
Proposer's Total Annual Cost in Initial Year			\$0

Cost Escalation Factor (Z) in percent

Note: Annual tons shown are actuals from December 1, 2018 - November 30, 2019

Proposer's Cost Proposal - Five-Year Present Value

Annual Tonnage Growth Rate ^a	1.5%	1.0%	1.0%	1.0%	
	Year 1	Year 2	Year 3	Year 4	Year 5
	Jul 20 - Jun 21	Jul 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25
Tons					
1. Transfer Station Operations	39,510	40,103	40,504	40,909	41,318
2. Solid Waste Transportation	39,510	40,103	40,504	40,909	41,318
3. Solid Waste Disposal	39,510	40,103	40,504	40,909	41,318
4. Yard Waste Transport from UCTS	420	426	430	434	438
5A. Inert, Demo, Construction Debris - ETS	2,000	2,030	2,050	2,071	2,092
5B. Inert, Demo, Construction Debris - UCTS	990	1,005	1,015	1,025	1,035
6A. Recycling Handling and Transportation Fee - ETS	490	497	502	507	512
6B. Recycling Handling and Transportation Fee - UCTS	260	264	267	270	273
Total Proposer's Monthly Cost					

CPI Increase ^b	2.0%	2.0%	2.0%	2.0%
Proposers Percent of Cost (Z)	0%	0%	0%	0%

Unit Costs

1. Transfer Station Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Solid Waste Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Solid Waste Disposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Yard Waste Transport from UCTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5A. Inert, Demo, Construction Debris - ETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5B. Inert, Demo, Construction Debris - UCTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6A. Recycling Handling and Transportation Fee - ETS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6B. Recycling Handling and Transportation Fee - UCTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Annual Cost

1. Transfer Station Operations	\$0	\$0	\$0	\$0	\$0
2. Solid Waste Transportation	\$0	\$0	\$0	\$0	\$0
3. Solid Waste Disposal	\$0	\$0	\$0	\$0	\$0
4. Yard Waste Transport from UCTS	\$0	\$0	\$0	\$0	\$0
5A. Inert, Demo, Construction Debris - ETS	\$0	\$0	\$0	\$0	\$0
5B. Inert, Demo, Construction Debris - UCTS	\$0	\$0	\$0	\$0	\$0
6A. Recycling Handling and Transportation Fee - ETS	\$0	\$0	\$0	\$0	\$0
6B. Recycling Handling and Transportation Fee - UCTS	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0

Nominal Discount Rate ^c **5.0%**

PV of Cost	\$0
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^a Assumptions used to calculate PV of cost. Not a representation of actual tonnage growth.

^b Assumptions used to calculate PV of cost. Not a representation of actual CPI change. Note: current CBO forecast is 2.0%-2.1% through 2029

^c Assumption used by the County to calculate the present value of cost for each proposer.

KITTITAS COUNTY SOLID WASTE PROGRAMS RFP

Form 4

Equipment Description, Operations Plan, Disposal Site

4.1 Describe the equipment proposed for use at the Ellensburg Transfer Station:

Type	Description (make, model, year, special attachments)	Stationed at Facility Full-Time?	Own? Lease? Rent?
Wheel Loader			
Backhoe/Loader			
Yard Goat			
Sweeper			
Yard Waste Grinder			
Utility Vehicle/Pickup			
Other:			
Other:			
Other:			

4.2 Describe the equipment proposed for use at the Upper County Transfer Station:

Type	Description (make, model, yeas; special attachments)	Stationed at Facility Full-Tune?	Own? Lease? Rent?
Backhoe/Loader			
Yard Goat			
Sweeper			
Yard Waste Grinder			
Utility Vehicle/Pickup			
Other:			
Other:			

4.3 Describe the transfer vehicle hauling fleet to be used for hauling municipal solid waste:

Type	Description (make, model, year, special features)	Overall Dimensions (L x W x H)	Own? Lease? Rent?	Number in fleet
Transfer trailers for use at Ellensburg Transfer Station				
Transfer trailers for use at Upper County Transfer Station				

4.4 Describe the equipment to be used for hauling recyclables drop boxes:

4.5 Describe the equipment to be used for hauling IDDW:

4.6 Describe the facility proposed to be used for processing recyclables, including location, ownership, operation, types of materials marketed:

4.7 Describe proposed staffing at the transfer stations:

	Ellensburg Transfer Station		Upper County Transfer Station	
Job Title	Hours & Days Worked	Number of Employees	Hours & Days Worked	Number of Employees

4.8 Describe the proposed disposal site for municipal solid waste:

Name of landfill:

Location:

Ownership:

Year first accepted waste: _____

Other major customers using landfill: _____

Remaining capacity in years (as currently permitted): _____

Remaining capacity in tons (as currently permitted): _____

Remaining capacity in years (with build-out of existing landfill site,
including space which may not be currently permitted):

Remaining capacity in tons (with build-out of existing landfill site,
including space which may not be currently permitted):

Describe the approvals and actions necessary to obtain the use of the landfill's
ultimate site capacity, including capacity which is not currently permitted (for
example, acquisition of additional land, periodic renewal of operating permit
under a previously-approved master development plan, approval of new master
development plan for an expansion area, etc.):

KITTITAS COUNTY SOLID WASTE PROGRAMS RFP

Form 5

Proposed Changes to Agreement

Example Proposed Change Draft

Agreement Section	<u>VIII</u>
Language or concept in draft agreement	<u>Ellensburg Transfer Station to open at 5:00</u> <u>a.m. on weekdays to waste hauling</u> <u>companies.</u>
Proposed alternative language or concept	<u>Ellensburg Transfer Station to open at 6:00</u> <u>a.m. on weekdays to waste hauling</u> <u>companies.</u>
Proposed cost change to Kittitas County from Proposed Change	<u>TS Operations Fee in section V.A. is reduced from</u> <u>XX.XX per ton to YY.YY per ton.</u>

Proposed Change Number 1

Agreement Section	_____
Language or concept in draft agreement	_____
Proposed alternative language or concept	_____
Proposed cost change to Kittitas County from Proposed Change	_____

Proposed Change Number 2

Agreement Section

Language or concept in draft agreement

Proposed alternative language or concept

Proposed cost change to Kittitas County
from Proposed Change

Proposed Change Number 3

Agreement Section

Language or concept in draft agreement

Proposed alternative language or concept

Proposed cost change to Kittitas County
from Proposed Change

Proposed Change Number 4

Agreement Section

Language or concept in draft agreement

Proposed alternative language or concept

Proposed cost change to Kittitas
County from Proposed Change

Proposed Change Number 5

Agreement Section

Language or concept in draft agreement

Proposed alternative language or concept

Proposed cost change to Kittitas
County from Proposed Change

(Copy this form if more changes are proposed)

KITTITAS COUNTY SOLID WASTE PROGRAMS RFP
Form 6
Proposed Operations Plan

Attach a copy of the proposed Operations Plan as defined in Section IV of the draft Agreement.

Appendix A

Draft Agreement

**AGREEMENT
FOR
OPERATION OF TRANSFER STATIONS
HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE
HAULING OF INERT, DEMOLITION DEBRIS WASTE
HAULING, PROCESSING, AND MARKETING OF RECYCLABLES**

- I. **PURPOSE.** This agreement is made and entered into between KITTITAS COUNTY, a municipal corporation in the State of Washington (here after referred to as “County”), and _____, on behalf of itself and its affiliates, (here after referred to as the “Company”). This agreement provides for the operation of the Upper County Transfer Station; the operation of the Ellensburg Transfer Station; the hauling of municipal solid waste; the hauling of yard waste from the Upper County Transfer Station to the Ellensburg Compost Facility; and the hauling, processing and marketing of recyclables materials collected at the Upper County Transfer Station and the Ellensburg Transfer Station, all in accordance with local, state and federal laws. This Agreement excludes the operations of the scale houses at the transfer stations and the Ellensburg Compost Facility, which are the sole responsibility of the County.

- II. **AGREEMENT AS INCLUDING ENTIRE AGREEMENT.** This instrument embodies the whole agreement of the parties hereto. There are no promises terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, negotiations, or agreements, either verbal or written, between the parties hereto.

- III. **RESCISSION OF PRIOR AGREEMENTS.** The Parties hereto, in consideration of entering into this Agreement, mutually agree that all prior agreements, in writing or verbally, are rescinded, terminated and canceled as of the signing of this Agreement. This includes any and all preliminary or other written or verbal agreements entered into during the negotiation discussion, development and drafting of this Final Agreement.

- IV. **DEFINITIONS.**

Apple Maggot Quarantine Area: The majority of Kittitas County (83%) is within an Apple Maggot Quarantine area. Both municipal green waste (MGW) and municipal solid waste (MSW) are currently listed as regulated commodities under the apple maggot quarantine rule. RCW 70.95 was amended in 2016 to prevent the spread of agricultural plant pathogens and pests.

Asbestos Waste: Asbestos waste is any material containing more than one percent (1%) of asbestos by weight. The National Emissions Standards for Hazardous Air Pollutants (NESHAPS), 40 CFR Part 61, are the regulations governing the handling, transportation and disposal of asbestos and asbestos containing materials. The Washington State Department of Ecology Air Quality division also regulates issues regarding asbestos, and the Washington State Department of Labor and Industry regulates worker related concerns.

Compost Facility: The County-operated Compost Facility for the delivery and receipt of Yard Waste under this Agreement is located at the Ellensburg Transfer Station and will be relocated to the new facility.

Construction Debris: Construction Debris consists of Concrete, Brick Masonry Bitumius Concrete, Plastic (PVC), Reinforcing Steel, Dimensional Wood, Plaster (sheet rock), Fiberglass Insulation, Appliances (without CFC or Freon), Composition Roofing, Roofing Paper, Metal Roofing, Metal Fencing, Copper, and similar non-hazardous construction, non-paper or textile materials.

Ellensburg Transfer Station: The “Ellensburg Transfer Station” is located at 1001 Industrial Way in the southern end of the town of Ellensburg.

Inert Demolition Debris Waste (IDDW): “Inert, Demolition, Debris Waste” (IDDW) means solid and predominantly inert waste resulting from the demolition or razing of buildings, roads, and other constructed structures. IDDW consist of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel and minor amounts of other types of metal, such as copper and iron. Materials that are likely to produce gasses or a leachate during the decomposition process, and Asbestos Waste as defined above, are not considered to be demolition waste for the purpose of this Agreement.

Inert Waste: “Inert Waste” means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical attributes and structures under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rain water. WAC 173-304 and 173-351

Medical Waste: “Medical Waste” means unregulated wastes of the following types: (1) Infectious animal waste, infectious microbiological cultures, and highly communicable disease waste from certain viruses; and (2) pathological waste (human tissue), and sharps waste (needles, syringes, blades, and lancets).

Minimum Functional Standards (MFS) for Solid Waste Handling: The term sets the minimum functional performance standards for the proper handling of all solid waste materials originating from residences, commercial establishments, or agricultural or industrial operation or other sources. WAC 173-304.

Moderate Risk Waste (MRW): Moderate Risk Waste means wastes that are hazardous wastes produced by households, businesses, and institutions, in small quantities. There are moderate risk waste collection areas at both transfer stations that are operated by the County.

Municipal Green Waste (MGW): “Municipal Green Waste” includes yard debris, organic feedstock, organic materials, and agricultural wastes, but does not include any form of food waste.

Municipal Solid Waste (MSW): “Municipal Solid Waste” means all putrescible and non – putrescible solid and semisolid wastes and discarded commodities generated by public, private, industrial, commercial, mining, and agricultural operations.

Operations Plan: “Operations Plan” means the operations plan approved by the County for the combined operations of the Ellensburg Transfer Station, Upper County Transfer Station, MSW Transportation, MSW Disposal, Construction Debris Transportation, and recycling drop boxes transportation, processing and marketing. The Operations Plan includes hauling of Yard waste received from the Upper County Transfer Station to the compost facility. The Operations Plan shall be reviewed by the County and the Company on an annual basis and any revisions or amendments thereto must be approved by the County.

Recyclable Materials: “Recyclable Materials” means those solid wastes that are separated for recycling or reuse, such as papers, metals and glass, which are identified as recyclable materials pursuant to a local comprehensive solid waste plan.

Recyclable Materials – Kittitas County Tiered Designations: The County has designated recyclable materials into three tiers. Recycling programs are then based on the collection of these designated recyclables. Each of these tiers are defined below.

- Tier 1: Materials feasible (i.e., current market, ease of collection, size of waste stream) for current regular recycling programs.
- Tier 2: Materials that can be recycled, but for which there are limitations in collecting or marketing on a regular basis. These materials may be collected for recycling on an irregular basis, seasonally, at special events, or at selected locations as feasible or necessary.
- Tier 3: Materials for which recycling may become feasible in the future.

Materials that are currently defined in each of these tiers are shown below. The County will monitor market conditions and may shift items from one Tier to another as a result. Additionally, in efforts to reduce recycling contamination, the State of Washington is currently developing a statewide Contamination Reduction Outreach Plan (CROP). The County is required to develop their own CROP by July 1, 2021. The CROP will be required to have the elements as dictated in RCW 70.95.090 which may include requirements for the County and Company.

Tier 1	Tier 2	Tier 3
Routine Acceptance	Limited Acceptance	Potentially Recyclable
Aluminum	Ink Cartridges	Plastic Film incl. shopping bags
Corrugated Cardboard	Cell Phones	Expanded Polystyrene
Magazines	Textiles	C&D debris / wood waste
Newspaper	Glass containers	
Antifreeze	High Grade Paper	

Plastic Bottles (PET, HDPE) Mixed Waste Paper

Tinned Cans

Ferrous Metals

Nonferrous Metals

Yard Debris

Motor Oil

Vehicle Batteries

Tires

Recycling: "Recycling" means the recapture of waste materials from the waste stream, for reuse as a resource.

Ryegrass Landfill: "Ryegrass Landfill" means the County-operated Limited Purpose Landfill located at 29500 Old Vantage Highway, 18 miles east of Ellensburg on the Old Vantage Highway.

Ton: "Ton" means 2,000 pounds.

Tires: "Tires" means passenger vehicle tires, truck tires, implement or tractor tires, heavy equipment tires and the like.

Transition Date. The date that Company operations will transition from the Ellensburg Transfer Station to the New Ellensburg Transfer Station.

Unacceptable Waste: "Unacceptable Waste" means all waste not authorized for disposal at the MSW Landfill by those governmental entities having jurisdiction or any waste the disposal of which would constitute a violation of any governmental requirements pertaining to the environment, health or safety. Unacceptable Waste includes any waste that is now or hereafter defined by Federal, State or local law or by the disposal jurisdiction as radioactive, dangerous, hazardous, or extremely hazardous waste.

Upper County Transfer Station: The "Upper County Transfer Station" is located between the towns of Cle Elum and Roslyn off State Highway 903 at 50 #5 Mine Road.

White Goods: "White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors and other items as agreed by the parties.

Yard Waste: "Yard Waste" is defined as vegetative waste falling into two basic categories: (1) wood waste – woody stems, branches, limbs, trunks, stumps not greater than 12" in diameter, and the like; and (2) soft organics- leaves, grass clippings, garden wastes, and the like.

V. **COMPENSATION.** In consideration for Company's performance in the compliance with the terms of this Agreement, the Company shall be paid by the County on a monthly basis. Payment to the Company will be made by the 25th of each month following said performance. Payments may be adjusted in accordance with the terms of this Agreement. All costs incurred by the Company in the performance of its responsibilities set forth herein will be borne by the Company unless specifically indicated otherwise in this Agreement. Each vehicle shall be weighed as they enter the Transfer Station to pick up any given load.

A. **Transfer Station Operation Fee:** The Company will be paid by the County a rate of \$_____ per Ton for Municipal Solid Waste (MSW) for operating the transfer stations in accordance with the terms of this Agreement. This fee shall be based on the net weight of MSW in Company vehicles as weighed at the County operated transfer station scales as the vehicles leave the transfer station.

B. **Municipal Solid Waste Transportation and Disposal Fee:** The Company will be paid by the County a rate of _____ per Ton for Municipal Solid Waste (MSW) transported from the transfer stations and disposed of in accordance with the terms of this Agreement. Any host or other fees imposed by a state or county hosting a landfill shall be included

in the afore-mentioned rate. The Municipal Solid Waste Transportation and Disposal Fee shall be based on the net weight of MSW in Company vehicles as weighed at the County operated transfer station scales as the vehicles leave the transfer station.

- C. **Yard Waste Transportation Fee:** The Company shall be paid by the County a rate of _____ per Ton for Yard Waste Hauled from the Upper County Transfer Station to the Compost Facility. The Yard Waste Fee shall be based on the net weight of source separated Yard Waste delivered to the Upper County operated transfer station scales and processed according to the Operation Plan.

- D. **Inert, Demolition, and Construction Debris Transportation Fee:** The Company shall be paid by the County at the rate of _____ per Ton for Inert, Demolition, and Construction Debris loaded and removed from the Ellensburg Transfer Station and hauled to the Ryegrass Landfill for disposal by the County. The Company shall be paid at the rate of _____ per Ton for Inert, Demolition, and Construction Debris removed from the Upper County Transfer Station and hauled to the Ryegrass Landfill for disposal by the County. The Inert, Demolition, and Construction Debris Fee shall be based on the net weight in Company vehicles as weighed at the County operated transfer station scales as the vehicles leave the transfer station. The County shall not assess a disposal fee for the Inert, Demolition, and Construction Debris received at the transfer station and hauled by the Company to the Ryegrass Landfill.

- E. **Recycling Drop Box Hauling Fee:** The Company shall be paid by the County the rate shown in the table below for each recycling drop box hauled from the transfer stations and returned empty. Recycling drop box hauls shall be performed by the Company to maintain the site in a clean and orderly fashion. Each load shall be weighed at the County operated transfer station scales as the loaded vehicle leaves the transfer station. In addition, the Company shall weigh at the Transfer Station scales all recycling received by curbside collection within the County and provide the County with reports of such amounts as provided in Section VII. For reference, the average payload of drop boxes hauled during the period December 1, 2018-November 30, 2019 follows:

- Newspaper 4.5 ton
- Aluminum 0.7 ton
- Magazines 9.0 ton
- Tin 1.4 ton
- Cardboard 1.8 ton
- Pop Bottles 0.6 ton
- Milk Jugs 0.5 ton

Recycling Drop Box Hauling Fees

<u>Origin</u>	<u>Destination</u>	<u>Rate per Ton</u>
Ellensburg Transfer Station	Processing and Sale By the Company	_____
Upper County Transfer Station	Processing and Sale By the Company	<u>\$</u> _____

- F. **Adjustment of Fees.** The “Base Rates” i.e., the per Ton fees listed in A through E above apply for the period from commencement of services under this Agreement through the end of the Agreement Term. Fees paid to the

Company shall be adjusted up or down annually on October 1, beginning on October 1, 2021, and each subsequent year utilizing the following formula:

AR = BR x (1 + (((CPI_p / CPI₂₀₂₀) - 1) x Z)), where:

- AR** = Adjusted Rate effective October 1
- BR** = Base Rate shown in A through E above
- CPI_p** = CPI as of July of the year of adjustment
- CPI₂₀₂₀** = CPI as of July 2020
- Z** = percent amount proposed by Company in its Bid response

CPI means the Consumer Price Index for all urban consumers for the West Region, for all items, not seasonally adjusted, 1982-1984= 100 basis, as published from time to time by the United States Department of Labor, Bureau of Labor Statistics, or any other appropriate index as may be mutually agreed upon by the parties hereto.

For example, if BR is \$50.00, CPI for July 2021 is 184.3, CPI for July 2020 is 177.0, and if Z is 80%, AR for the year starting October 1, 2021 would be calculated as follows:

$$AR = \$50.00 \times (1 + (((184.3/177.0) \times .80)) = \$51.65$$

G. Recyclable Material Credit. Company shall pay the County a recyclable material credit each year due and payable on the 1st of October 2020 and each succeeding year for the term of this Agreement as full payment for the value of the Recyclables hauled from the County’s transfer stations. In the initial year, the recyclable material credit will be calculated by multiplying tonnages from July 1, 2019 through June 30, 2020 time current market prices as of June 30, 2020. Current market prices will be based on the commodity price indices listed below.

On October 1, 2021 and each succeeding year for the term of this Agreement, the recyclable material credit will be paid by the Company to the County based on tonnages of the previous year and market prices as of June 30 of that same year.

The recyclable material credit will apply to any additional material the County elects to include in the drop-off recycling bins located at County transfer stations.

In addition, the Company shall refurbish three County owned recyclable drop boxes per year of the County’s choice. Refurbishing shall include painting, repairs and maintenance.

Commodity	Published Index	Price as of December 31, 2019 (for information only)
Newspaper	Secondary Fiber Pricing (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for Sorted Residential Papers (PS 56)	\$7.50/ton
Magazines	Secondary Fiber Pricing (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for	\$7.50/ton

	Sorted Residential Papers (PS 56)	
Cardboard	Secondary Fiber Pricing (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for Corrugated Containers (PS 11)	\$12.50/ton
Aluminum	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for Metals Aluminum Cans, Sorted, Baled	\$0.515/pound
Tin	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for Metals Steel Cans, Sorted, Baled	\$97.50/ton
Pop Bottles (PET)	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for Plastics PET, Baled	\$0.07/pound
Milk Jugs (HDPE)	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Pacific Northwest, Regional Average Price for Plastics Natural HDPE, Baled	\$0.485/pound

H. Change of Law Cost Increase. All wage increases, benefits or added costs resulting from changes in technology, labor practices, availability of equipment, and other business risks, except for changes in law, that may affect the performance of this Agreement shall be to the Company's advantage or expense respectively. The term "change in law" means any new or revised law statute, rule, regulation and ordinance enacted by a federal, state or local government affecting the transfer, disposal or transportation of solid waste or other services provided by the Company hereunder, but not affecting or directed to businesses generally, which becomes effective after the execution of this Agreement. Subject to the County's good faith review and approval, the County shall pay one hundred percent of the Company's reasonable, actual, substantial increased costs of performing this Agreement when such increased costs are directly attributable to changes in law by the federal, state, or local government. To qualify for a substantial increase in costs under this section, Company must demonstrate to the satisfaction of the County that the change in law has resulted in an increase of more than ten percent over the actual costs incurred by the Company for the same services provided under this Agreement, provided that all such increased costs shall be eligible for adjustment hereunder. If the Company decides to request an adjustment under this section, the Company shall file with the County an adjustment request setting forth the Company's calculation of its increase in costs and documenting how the increase qualifies as a substantial increase in costs under this section. The burden of demonstrating that the Company has suffered a substantial increase in costs under this section rests with the Company. The Company shall provide the County with any and all documentation and data reasonably necessary to

evaluate the request. The County shall act within 45 days of receipt of a properly filed request and may grant, grant in part, or deny the request, which shall not be unreasonably denied.

VI. TERM AND EFFECTIVE DATE.

- A. The term of this Agreement shall run from July 1, 2020, through June 30, 2025, unless extended pursuant to subsection B below. Operations conducted under this Agreement shall begin on July 1, 2020.
- B. This Agreement will automatically expire on June 30, 2025 unless extended at the County's option. The County shall have the right to extend the Agreement, under the same terms and conditions, for two additional thirty-month periods or an additional five-year period. If it elects to do so, the County shall give Company 180 days or more written notice of its intent to exercise this option to extend the Agreement. In the event the County elects to extend the Agreement, the Company must respond within 30 days and must also provide to the County at least 90 days before the expiration of the then current contract a new letter of credit or other financial guarantee acceptable to the County. Nothing in this provision precludes the parties from agreeing to further extensions of this agreement under the same terms if they so agree.
- C. The Company shall remove any accumulated MSW, Yard Waste, IDWW (Inert, Demolition, Debris Waste) and Recyclable Materials from the transfer station upon termination of this Agreement.

VII. OPERATION OF THE SYSTEM

- A. **Scope.** The scope of the Company's operations includes:
 - i) **Primary Functions. The Company shall perform primary functions including but not limited to directing customers, assisting customers, supervising unloading of material, consolidating material, loading material, and hauling material off-site in accordance with contract and applicable law.**
 - ii) Operating and maintaining the Upper County Transfer Station, including the hauling of leachate from the transfer station to the Ryegrass landfill site on an as needed basis.
 - iii) Operating and maintaining the Ellensburg Transfer Station, including the hauling of leachate from the transfer station to the Ryegrass landfill site on an as needed basis.
 - iv) Loading Company vehicles and hauling Municipal Solid Waste from the Transfer Station to a permitted disposal site.
 - v) Disposal of the hauled Municipal Solid Waste at the permitted disposal site.
 - vi) Loading Company vehicles and hauling of Yard Waste from the Upper County Transfer Station to the Compost Facility at the Ellensburg Transfer Station.
 - vii) Loading of Company vehicles and hauling of IDWW from the Transfer Stations to the Ryegrass Landfill for disposal by the County.
 - viii) Hauling recyclables in drop boxes for processing, or, if material are non-marketable and inert as determined by the County, for disposal or beneficial use at the Ryegrass Landfill.
 - ix) Processing recyclables for reuse in commerce.

The Company shall provide and pay for all labor, benefits, taxes, fees, utilities, mobile equipment, and vehicles associated with its operations. The Company shall be responsible for any landfill tipping fees, closure costs, post-closure care costs, host fees, or remediation costs associated with the disposal of Municipal Solid Waste pursuant to

this Agreement. It is specifically understood and agreed that the Company shall be responsible for all Landfill Closure and Post-Closure costs at the MSW Landfill utilized by the Company. The Company shall establish and maintain at its sole expense, any closure and post-closure trust fund or performance bond now or hereafter required under any applicable Federal, State or Local laws or regulation.

B. **Administration.** The State of Washington has delegated the management of Municipal Solid Waste (MSW) to local government. The incorporated cities in Kittitas County have by agreement combined those responsibilities, and Kittitas County is the lead agency. The County's most recent Solid Waste Management Plan was adopted in 2010, and a new update is scheduled to be complete in 2020. The County has the responsibility and authority to administer the provisions of this Agreement. During the initial term of this Agreement, or any extended term approved by the County, the County will to the extent permitted by law maintain the requirement in its Solid Waste Management Plan that all MSW generated within the County or within the cities and towns in the County be delivered to one of the County Transfer Stations for handling and disposal in accordance with the terms of this Agreement.

C. **Transfer Station Operation.** The Company agrees to operate the Upper County and Ellensburg Transfer Stations in compliance with local, state and federal regulations including compliance with permitting requirements, and according to the following:

i) **Direct Customers.** The Company shall direct customers to the proper locations once they are past the scale house. The County will only offer directions from the scale house.

ii) **Assist Customers.** As may be dictated by circumstances, such as unsafe conditions, risk to customers, or other reasons, the Company shall assist customers.

iii) **Waste Acceptance.** The County shall ask questions from the scale house about material to be left at the transfer stations and shall reject materials not acceptable if disclosed by the customer. The Company shall be responsible for waste acceptance through inquiry or observation. If unacceptable waste is discovered, the Company shall make every effort to determine the customer responsible for delivery and require that customer to remove said unacceptable waste.

The following waste shall be prohibited at the transfer stations

Unacceptable Waste

Asbestos Wastes

Liquid Waste (Acceptable Materials must pass paint filter test)

Sewage Sludge

Medical Wastes

Radioactive Wastes

Smoldering or burning waste

Any waste that poses a reasonable likelihood of damaging the facilities, equipment or endangering the health of staff.

Materials for Diversion. The County's goal is to increase recycling and minimize what must go to landfill. The County will, from the scale house, direct customers to recycle what they can. The Company shall divert Recyclable Waste materials from the waste stream as practically and reasonably as possible. The County currently has drop boxes for residents at each of its transfer stations for the collection of aluminum cans, tin cans, newspapers, magazines, corrugated cardboard, HDPE plastic milk jugs, and PETE soda bottles. These boxes shall be monitored and serviced by the Company. Additionally, ferrous and nonferrous metals, tires, and appliances are accepted for a fee. This list is subject to change.

iv) **Yard Waste.** The Company shall direct containment-free loads of yard waste to the compost facility at the Ellensburg transfer station. The Company shall receive and separately handle "pure" loads of Yard Waste received from customers at the Upper County Transfer Station. The Company shall also segregate as much Yard Waste as is practical from other wastes found in mixed loads to increase the amount of yard waste diverted from disposal in the MSW

Landfill. The Company shall not be responsible for any leaching from the Yard waste storage area as long as the Company is operating within the approved Operations Plan.

- v) **Inert, Demolition, Debris Waste (IDDW)** The Company shall receive and separately handle “pure” loads of IDDW received from customers. The Company shall also segregate as much IDDW as is practical from other wastes found in “mixed” loads to increase the amount of IDDW diverted from disposal in the MSW landfill.

IDDW materials received at the Transfer Stations shall be removed daily for transportation and disposal to the County’s landfill.

- vi) **Tires.** The Company shall direct customers to stack tires neatly and shall be responsible for maintaining tires in a neat and orderly fashion. The Company shall accept tires, as defined herein, at transfer station from the public commercial and agricultural sources and shall segregate tires from MSW and other wastes. The Company shall load tires into top load containers provided by the County. The County may arrange tires in containers to maximize loading. The County will arrange for supplying the removal of full containers of tires. All cost incurred by the Company in regard to tires shall be considered incidental to the operation of the transfer stations.

- vii) **Appliances.** The Company shall receive from and assist the public with unloading of appliances/white goods as is necessary to provide the safe and efficient receipt thereof at each transfer station. The Company shall place all appliances/white goods in one pre-determined location at each transfer station. The County will arrange for removal of CFCs and other contaminants. The County will arrange for removal of stored appliances/white goods from the transfer stations. All cost incurred by the Company in regard to appliances/white goods shall be considered incidental to the operation of the transfer stations. Accepted appliances include clothes washers and dryers, dishwashers, ranges, refrigerators, freezers, and other similar large household appliances.

Currently, the County processes refrigerators, freezers, and air conditioners. Refrigerant is recovered for recycling and compressor oil is recovered for secure disposal and/or treatment. The appliances are then processed with other non-refrigerant containing white goods into bales and sold as scrap. As noted in the Cost Proposal Form, the County may wish to have the Company arrange for removal of CFCs and other contaminants. The County will provide no less than six months notice of a change in how appliances are managed and will negotiate payment for that service with the Company.

- viii) **Recyclable Materials.** The County will advise private and commercial customers at the scale house as to the location of the Recyclable Material containers and encourage recycling. The Company shall also advise and encourage customers in this regard. The Company shall segregate, and place Recyclable Material in pre-determined locations specified by the County. All cost incurred by the Company with regard to advising customers and segregating Recyclable Materials shall be considered incidental to the operation of the transfer stations.

The Company shall monitor bins and transport them for recycling before they fill to the point that it is difficult for customers to place materials into the bin. Under no circumstances shall bins be full to the extent that material spills out of the bin onto the ground, or to the extent that customers cannot readily place materials into the bins.

- ix) **Dead Animals.** Dead stock animals shall not be received at the transfer stations. The County will advise those customers disclosing dead stock in their loads that they are not acceptable at the transfer stations. The Company shall monitor loads and advise customers that stock animals are not accepted at the transfer stations. Small animals (household pets, pets from veterinary clinics and sheep and or similarly sized animals) shall be accepted if not infectious and securely double bagged. The Company shall place double bagged carcasses in with the MSW. All costs incurred by the Company with regard to dead animals shall be considered incidental to the cost of operating the transfer stations.

- x) **Household Hazardous Waste.** The Company shall continuously monitor each load for Unacceptable Wastes. The Company shall exercise caution to see that customers are not unloading hazardous wastes at the transfer stations. If customers are found to be unloading such wastes, the Company shall stop the customer and explain they must take back the wastes and schedule an appointment with the County to dispose of their Household Hazardous Waste. The Company shall distribute County provided flyers describing the appropriate disposal of Household hazardous wastes

to customers attempting to deliver household hazardous wastes and PCB wastes. Should Unacceptable Waste or suspected Unacceptable Wastes be left by a customer, the Company shall remove the waste and place it in bins provided by the County. The following information regarding such wastes shall be recorded by the Company's employee on forms provided by the County:

Date and time

Description of waste and approximate amount of waste

The name of the generator or transporter (including vehicle license number) if possible.

Employee's initials

The above paper work shall be turned into the County monthly.

- xi) **Business Hazardous Waste.** The Company shall exercise caution to see that businesses are not unloading Unacceptable Waste at the transfer stations. Should a business attempt to unload such wastes, the Company shall return the waste to the business prior to the business leaving the transfer station. If not successful, the Company shall set the waste aside in bins provided by the County for County follow up, and the following information shall be noted:

Date and time

Description of waste and approximate amount of waste

The name of the generator or transporter (business name) if possible.

Employee's initials

Upon completion of the above paperwork by the Company, the Company shall contact the County Hazardous Waste Specialist for follow up.

- xii) **Hazardous Waste Containers.** The Company shall refuse to accept from businesses containers that once contained hazardous wastes unless the container has been triple-rinsed (at a minimum). If businesses attempt to unload such containers, the Company shall have the depositor of the container(s) sign a Certification Form, furnished by the County, which certifies the container is "clean" in accordance with federal and state regulations.
- xiii) **Waste Loadout.** The Company shall be responsible for the loadout of waste material from the tipping floor daily. All waste material received shall be loaded and removed from the tipping floor by the end of the working day. The tipping floor shall be cleaned daily.
- xiv) **Oil, Antifreeze and Automotive-Type Batteries.** The Company shall segregate and place in containers or at such locations as provided by the County all oil, antifreeze and automotive-type batteries received at the transfer stations. The County shall be responsible for the removal and final disposition of such items.
- xv) **Litter and Weed Control.** The Company shall be responsible for litter and weed control at the transfer stations, including the recycle containers and other units. The sites shall be maintained in a generally neat condition. The Company will be responsible for all litter control, including areas adjacent to the scale houses, weigh scale pits, the transfer station sites, within the transfer station site perimeter fences, outside the transfer station site perimeter fences, and along approach roads. The Company shall operate in such a manner as to control windblown litter to the best of its ability and have a litter control plan included in the operations plan approved by the County.
- xvi) **Vector Control.** Vector control is the sole responsibility of the Company. The entire grounds shall be maintained in such a manner to reduce the attraction of vectors, and to keep vectors out. If vectors do appear, the Company shall be responsible for their removal, clean-up, and the repairs occasioned thereby.
- xvii) **Landscaping.** The Company shall be responsible for maintaining the landscaping, including watering of lawns, trees, shrubs, and mowing of grass. Loss of landscaping shall be replaced by the Company, at Company expense.
- xviii) **Damage to County Property.** The Company shall perform all work so that no damage to the building, grounds, or other County property results. The Company shall repair damage to the satisfaction of the County at no cost to the

County. If finished materials are damaged, the Company shall repair and finish to match existing material as approved by the County at the expense of the Company.

xix) **Other Maintenance and Operation Functions.** The following operations and maintenance functions shall be performed by the Company according to the indicated frequency:

a) Daily

- Snow and ice removal from entrances, on-site roads, recycle areas, walkways and scales (Snow removal on scales cannot be done with a snow plow or backhoe)
- Clean drain inlets and floor drain strainers
- Clean tipping floors and trailer loading bays
- Mobile equipment maintenance
- Litter pick up

b) Weekly:

- Washing windows
- Grounds care including mowing grass and running weed eater
- Cleaning of axle scale pits
- Cleaning of debris in, around and under scales

c) Monthly

- Clean off pushwall closure hoods
- Sweep-out vacuum dust equipment and panels in electrical room
- Trimming shrubs

d) Annually

- Clean wall & roof panels
- Verify proper operation of all heat trace systems
- Remove sediment build up in ponds
- Do testing of irrigation system required by City

e) Other

- Restripe roads as needed
- Fertilize trees and shrubs
- Service water heater per manufacturer's recommendations
- Lubricate and clean exhaust fans per manufacturer's recommendations
- Repaint painted surfaces as needed
- Monitor and control vectors including birds; prevent birds from roosting in or on buildings on an as needed basis

- Repair surface erosion areas on an as required basis
- Semi Annually perform scales calibration and provide documentation

xx) Repair any surfaces, equipment or site features damaged due to Company's negligence during operations within 60 days. Neither the Company nor the County shall allow the deposit or storage **of street sweepings, catch basin liquids, or any** other storm drainage liquids at the transfer stations. This provision shall not apply to the County's use of the scale houses to weigh such material so long as they are not deposited or stored at the transfer stations.

- D. **Haul.** The Company shall be responsible for the loading and hauling of MSW, IDWW and recyclable drop boxes. The Company shall own or lease all equipment necessary for the loading and hauling of MSW, IDWW and recyclables from the transfer stations, with the exception of the drop boxes themselves, which are owned by the County. All equipment shall be maintained by the Company in a safe condition and an aesthetically pleasing appearance.
- E. **Disposal.** The Company shall be responsible for the disposal of MSW in compliance with local, state, and federal regulations. The Company shall pay all costs, and charges for disposal of MSW. The disposal site shall be in compliance with local, state, and federal regulations, including any practices needed to comply with Apple Maggot Quarantine restrictions. Use of the _____ Landfill located at _____ is approved by the County. The Company shall use the _____ in the event the _____ is unavailable for any reason. There shall be no additional cost to the County of any kind for the use of this alternate facility. No change in these destinations shall be allowed without prior written approval of the County.
- F. **Record Keeping and Reporting.** The Company shall be responsible for keeping records that verify compliance with this Agreement and all local, state, federal regulations. This contract is subject to public disclosure laws and 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, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Company shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request. The Company shall provide the County with the following reports:
- **Annual Recycling Survey and Tonnage Recycled**
 - **Monthly tonnage landfilled**
 - **Monthly condition of the MSW Landfill facility as specified in the Operations Plan**
 - **Monthly extraordinary occurrences at the MSW Landfill, as specified in the Operations Plan**
 - **Monthly Documentation of any Unacceptable Waste Found at the Transfer Station**
 - **Company Annual Report**
 - **Annual Report for MSW Landfill Classification**
- G. **Independent Contractor.** The Company shall perform all work under this Agreement as an Independent Contractor. The Company is not and shall not be considered an employee, agent or servant of the County.

VIII. **HOURS AND DAYS OF OPERATIONS.** The Ellensburg Transfer Station tipping area shall be open to the general public to receive waste from 8:00 a.m. to 4:00 p.m., Monday through Saturday. In addition, the Company shall be entitled to receive wastes from the waste hauling companies before or after hours, provided that the card lock and video camera systems are in place and operational. The Company shall be responsible, at its sole expense, for installing and maintaining additional cameras to be hooked to the County's system to insure all traffic before or

after hours is recorded. Additional hours of operation may be approved by the County as long as the Company provides at least one transfer station employee on-site.

The Upper County Transfer Station tipping area shall be open to receive waste from 8:00 a.m. to 1:00 p.m. and from 1:30 p.m. to 4:00 p.m., Tuesday through Saturday. In addition, the Company shall be entitled to receive wastes from the waste hauling companies before or after hours, provided that the card lock and video camera systems are in place and operational. The Company shall be responsible, at its sole expense, for installing and maintaining additional cameras to be hooked to the County's system to insure all traffic before or after hours is recorded. Additional hours of operation may be approved by the County as long as the Company provides at least one transfer station employee on-site.

The transfer stations shall be closed to the general public on the following legal holidays: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and on-half day before Christmas and Christmas Day.

The transfer stations shall be closed to waste hauling companies on the following legal holidays: New Years Day, Thanksgiving Day, and Christmas Day. If the County card lock system is inoperable for any reason, the hauling company will not be allowed access to the transfer stations.

At all times the site is closed and unattended, the Company shall be responsible for assuring that the gates and building facilities are closed and locked.

For any closure to the general public or to waste hauling companies, the Company shall post a Notice of Closure at the entrance to each transfer station 14 calendar days prior to the closure. The Company shall also cause a Notice of Closure to be published a minimum of two times in the Northern Kittitas County Tribune and the Daily Record during the same 14-day period.

- IX. COMMUNITY CLEAN –UPS AND CHRISTMAS TREES.** Permits issued by the cities of Ellensburg and Cle Elum for the collection of waste include the requirement for the collection company to provide free collection times. Collections are required at given intervals stated in the Cities collection contracts. The County also allows waste from the "Yakima River Cleanup" event. The Company is aware of these events and agrees to have staff available to handle increased waste deliveries and traffic on these days.

The County accepts Christmas trees at the transfer station at no cost several weeks after Christmas. The Company shall haul the trees from the Upper County transfer station as Yard Waste at no added cost to the County (the Christmas trees are not counted as yard waste or any other type of waste when computing compensation; previous years' numbers: 2007: 120 Christmas trees, and 2008: 119 Christmas trees). All costs incurred by the Company in regard to Christmas Trees shall be considered incidental to the operations of the transfer station.

X. SAFETY AND TRAINING

Health and Safety Program. The Company shall develop, implement and maintain a written Injury and Illness Prevention Program (IIPP) plan for all of its operations under this Agreement, as required by OSHA and other

applicable laws. A written copy and an electronic copy of the IIPP plan shall be provided to the County. The Company shall comply with its IIPP plan at all times. Any changes to the IIPP plan must be provided to the County.

The Company shall be responsible for providing workers and the public protection from safety hazards arising from Company's operations through its health and safety programs. The Company shall conduct regular safety inspections of the workplace, maintain a well-trained staff, and enforce safety programs and policies.

The Company shall ensure that it has the proper written workplace safety compliance program in place for all of its operations; such programs shall also be applicable to all of its subcontractors and contracted employees.

The Company shall be responsible for abiding by applicable laws regarding workplace health and safety. Any incident involving the Company that results in a fatality, major injury, or collision involving a private citizen's vehicle, major property damage, or major spill must be immediately reported to the appropriate authorities and the County's Solid Waste Director.

Within 30 days of award of contract, the Company shall provide the County printed and electronic records of such health and safety programs and records, including but not limited to the following:

- General Safety
- Alcohol and Drug Free Workplace
- Confined Space Program
- Contingency Plan
- Controlled Substance Use
- Emergency Action
- Fall Protection
- Fire Safety and Prevention
- Hazard Communication
- Hazardous Energy Control (Lock Out Tag Out)
- Hazardous Material Handling
- Heat Illness and Prevention
- Illness and Injury Prevention Program (IIPP)
- Material Safety Data Sheets (MSDS) / Product Safety Data Sheets (PSDS)
- Protection from Blood-borne Pathogens
- Personal Protection Equipment (PPE)
- Eye and Face Protection
- Footwear Protection

- Head Protection
- Hearing Conservation
- Respiratory Protection
- Seatbelt Policy
- Driver Training
- Transfer Station Equipment Operator Training
- Vehicle Pre and Post Inspections
- Driver Safety, Vehicle Operations, and Accident Prevention
- Post Collection and Facility Training
- Reporting and Record Keeping Policy
- Unsafe Condition Reporting
- Work Area and Traffic Control Safety
- Workplace Sexual Harassment
- Workplace Violence

Training Program. The Company shall provide safety training to its employees specific to their roles in compliance with OSHA and all applicable laws. The Company shall provide refresher courses and supplemental trainings as needed. New staff shall attend multi-week training programs specific to their roles with a focus on customer service; Company systems, policies, and procedures. Documentation of the Company’s training programs, training schedules and successful training of each employee shall be maintained on file and shall be provided to the County upon request.

The Company shall develop and submit a written annual Safety and Training Plan to the County. The County maintains the right to audit training programs, training materials, training records, and to make recommendations to the training programs for all staff. This plan shall include standard operating procedures (SOP's) for transfer station operations, the safety of truck driver staff, including a driver training program, and for those working at the Company’s facilities utilized for activities pertaining to this Agreement.

The Company shall demonstrate that its Safety and Training Plan, and the plans of its subcontractors are in full compliance with local, State, and Federal laws. The Company’s Safety and Training Plan shall also include training for transfer station operating personnel, drivers, field response staff, and subcontracted employees.

The Company shall hold monthly “Tool Box” safety meetings in accordance with WAC 296-62 for all employees.

XI. PUBLIC RELATIONS.

- A. **Image.** The Company and its personnel shall conduct themselves in a manner to create a positive image on the Company and the County in the eyes of the public. The Company shall perform its responsibilities hereunder in a neat and orderly manner at all times. The employees of the Company shall present a neat and clean appearance. In case of dispute, courtesy must be maintained. Final determination of conflict between a customer and a Company employee rests with the County. The Company shall not refuse access or service to anyone other than on the basis of depositing prohibited materials, or when that person is violation the rules, hours, and other regulations prescribed by law.
- B. **Safety.** The Company shall give safety and convenience to the public high priority. The Company is responsible for the safety of its operations. If the Company feels that operations are unsafe for the customers, the Company shall notify the County in writing. Such responsibility includes but is not limited to effective measures to reduce the hazards of snow and ice on transfer station facilities, such as shoveling, chipping and or sanding during the entire year. To the best of the Company's ability, the Company will notify the County of excessive accumulations of snow. The Company will be responsible for removal of excessive snow from the roofs. The Company is responsible for keeping safety barriers and other installed safety devices (i.e. halogen lights, fire suppression equipment, back up alarms) operational and tested regularly. Proof of such testing shall be forwarded to the County monthly. The Company shall maintain the transfer stations and operate the facilities to provide a safe work area for employees, customers, and the County.
- C. **Equipment and Grounds.** The Company shall maintain the equipment and grounds in a neat and orderly manner at all times. The Company shall not allow nuisances to exist. The Company shall also maintain the recycling area, and other facilities at the transfer stations.

XII USE OF PREMISES. The Company shall use the County's equipment and facilities only for the purpose of solid waste disposal, recycling activities, and hazardous waste segregation, and for no other purposes, unless specifically authorized in writing by the County. The Company specifically understands that it shall not stockpile or store equipment or other items not essential to its performance of this Agreement, including by way of example curbside collection trucks, drop boxes or port a lets.

XIII NEW ELLENSBURG TRANSFER STATION. The County is developing a New Ellensburg Transfer Station that is intended to replace the existing Ellensburg Transfer Station. The Company shall plan for and execute the transition of its operations to the new transfer station. The County will provide engineering drawings of the new transfer station to the Company and shall accommodate up to three guided Company visits to the station during construction.

The County shall provide 120 days of notice to the Company of the Transition Date.

90 days prior to the Transition Date, the Company shall provide any proposed change in its Transfer Station Operations Fee that is related directly to an increase or decrease in its operating costs at the new transfer station. Any proposed change shall be accompanied by detailed documentation of the basis for any operating cost change. The County shall review the proposed changes and adjust the Transfer Station Operations Fee for any reasonable and documented changes in Company operating costs. Any change to the Transfer Station Operations Fee granted by the County shall go into effect on the Transition Date.

XIV POTENTIAL COUNTY PROCESSING OF RECYCLABLES. The County may elect to make other arrangements for the processing and sale of recyclable materials in which case the Company would haul recycling drop boxes to a

different location at which some other entity would process and sell the materials. The Company will be provided no less than 90 days' notice of any such change.

No later than 30 days after notice of such change, the Company shall provide any proposed change in its Recycling Drop Box Hauling Fee that is directly related to an increase or decrease in its hauling costs. Any proposed change shall be accompanied by detailed documentation of the basis for any hauling cost change. The County shall review the proposed changes and adjust the Recycling Drop Box Hauling Fee for any reasonable and documented changes in Company operating costs. If the County makes other arrangements for the processing and sale of recyclable materials, the Recyclable Material Credit will no longer be in effect.

XV WARRANTIES.

The Company represents and warrants to the County as follows:

- A. the Company 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 Agreement.
- B. The Company has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Company under this Agreement in accordance with its terms.
- C. This Agreement has been validly executed by an authorized representative of the Company and constitutes a valid and legally binding and enforceable obligation of Company.
- D. The Company has or will obtain prior to the 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 Agreement.
- E. The Company is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Company 's ability to perform its obligations under this Agreement. The Company 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 Agreement.
- F. To the best of Company's knowledge, none of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Company pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, 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.

XVI REPAIRS AND MAINTENANCE. Except for losses insured against by the County, the Company shall be responsible for making routine repairs to the equipment, machinery, buildings, facilities, and sites as is necessary to maintain the same in the condition they were at the beginning of the term of this Agreement, reasonable wear and tear excepted. It shall be the Company's responsibility to ensure the continued operation of the transfer stations, hauling operations, and MSW landfill in an environmentally sound manner.

The Company shall provide all maintenance for the scales at the transfer station, in order to maintain all certifications required by law.

Maintenance shall be scheduled and performed as directed by the equipment manufacturers and the County. The Company shall also provide documentation on the kind of maintenance performed, the part or parts repaired,

duration or maintenance, and date and name of the person performing the maintenance. This information shall be submitted to the County on a monthly basis.

All repairs shall be completed within 60 day of documented occurrence or written documentation must be submitted to the County with a schedule showing when the repairs are to be completed and by whom, or payment will be withheld as per Article XXX until repairs are made or proper documentation is provided.

- XVII ALTERATIONS.** Subject to prior written consents of the County, the Company may have the right to make alterations, changes and improvements to the facilities or buildings; provided the same is done at no expense to the County and further that the work shall be accomplished in a professional manner, aesthetically compatible with existing facilities, and in conformity to all applicable building codes and regulations of the State and County, including but not limited to, bidding laws and prevailing wage; and further provided, that any such alterations approved by the County shall be, if so directed by the County, removed or restored to the facility's original condition at the Company's expense.
- XVIII LEASE COMPLIANCE AND OTHER USES.** The Company understands that the Ellensburg Transfer Station is leased by the County from the City of Ellensburg. The County is responsible for the payment of said lease. Should the Company, by any act or omission, cause the County to be in violation of any part of said lease, such act or omission shall be a violation of this Agreement.
- XIX INSURANCE AND WORKER'S COMPENSATION.** The Company shall secure and maintain, throughout the duration of the Agreement insurance of such type and not less than amounts hereinafter listed. 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 Company shall not commence work under the Agreement until it has obtained all insurance required and until such insurance has been approved by the County. Nor shall the Company allow any subcontractor to commence work on this subcontract until similar insurance required of the Company has been obtained and approved. Said insurance shall provide coverage to the Company, any subcontractor performing work provided by this Agreement, and the County. The County of Kittitas shall be named as an additional insured on said policy insofar as the work and obligations performed under the Agreement are concerned. A Certificate of Insurance naming the County as additional insured shall be furnished, for approval by the County on each policy.
- A. **Workman's Compensation.** The Company shall carry Workman's Compensation Insurance authorized under the laws of the State of Washington and in the amounts as required in the Washington Workman's Compensation Act and Washington Occupational Disease Disability Law.
- B. **Vehicle Liability Insurance.** The Company shall carry, in its own name, a policy under a comprehensive form to insure the entire vehicle liability for its operation. The policy shall name Kittitas County as an additional insured with respect to the operation of vehicles owned or operated by the Company while performing work under the terms of this Agreement. All policies or certificates shall contain a provision that written notice of cancellation be delivered to the County thirty days in advance of the effective date thereof.
- C. **General Liability.** The Company shall file with the County and maintain on file through the term of this Agreement a comprehensive liability insurance policy issued by a Company duly authorized to do business in the State of Washington, insuring the Company with respect to the work performed by the Company under the terms of this Agreement. The Policies shall name Kittitas County as additional insured. All policies or certificates shall contain a

provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to County thirty days in advance of the effective date thereof.

For the purpose of this Agreement, the Company shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers Compensation	Required State of Washington Statutory Limits
Bodily Injury	\$5,000,000 Each Occurrence
Except Automobile	\$10,000,000 Aggregate
Property Damage	\$5,000,000 Each Occurrence
Except Automobile	\$10,000,000 Aggregate
Automobile Bodily Injury	\$5,000,000 Each Occurrence
Liability	
Automobile Property Damage	\$5,000,000 Each Occurrence
Liability	

Liability insurance limits scheduled above can be accomplished with one insurance policy or a primary insurance program of lower limits and an excess liability or umbrella liability program increasing the total limits available to the limits scheduled above.

The certificate shall show that the automobile and general liability insurance programs are endorsed to cover: Kittitas County, its elected officials, appointed officials, employees and volunteers while acting within their official capacity on this project.

The County shall maintain adequate insurance to cover any damage to County facility for fire, theft, earthquake, flood, vandalism, etc.

The certificate shall show that the policy does extend to cover the Indemnity Agreement, which is scheduled in this Agreement in Section XX.

Regardless of such approval by the County, it shall be the responsibility of the Company to maintain adequate insurance coverage at all times, and its failure to do so shall not relieve it of any contractual obligations or responsibility. Failure on the part of the Company to maintain this insurance in full effect will be considered as failure in agreed upon performance and will be treated as such by the County. When the County deems it necessary, other means to assure financial liability will be considered if coverage is not reasonably available.

XX COMPANY TO INDEMNIFY COUNTY. The Company shall indemnify, defend and save harmless the County, its elected officials, officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the County, its elected officials, officers, employees and agents for, and on account of, any injuries or damage received or sustained by any party or parties by or from the acts of said Company or its employees, officials, agents and subcontractors in doing the work and rendering the service herein contracted for, and/or by or in consequence of any negligence in operation of services under this Agreement, and/or any improper material or equipment used, and/or from all claims of damage for infringement on any patent in fulfilling this Agreement. The

Company also agrees to hold the County, its officers, employees and agents, harmless from any and all claims of pollution or other environmental liabilities arising out of the disposal of MSW under this Agreement at landfill facilities owned or operated by the Company or its affiliates, or other claims related to the operation of said landfill facilities. The indemnity shall include attorney's fees and all other expenses incurred by the County in the defense of any suit or the investigation thereof. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

- XXI COUNTY TO INDEMNIFY COMPANY.** The County agrees as additional consideration of this Agreement, to indemnify and hold harmless the Company from any and all claims of pollution arising in any way out of the operation of the Ryegrass Limited Purpose Landfill or any other County-operated facilities; provided however, that the County's obligation to indemnify the Company applies only to acceptable IDDW, whether hauled from the Transfer Station or hauled directly, and to leachate hauled from the transfer stations.
- XXII COMPANY ACCEPTANCE OF SYSTEM.** The Company agrees it:
- Has examined the transfer stations, Ryegrass Limited Purpose Landfill, and the landfills specified for disposal of MSW.
 - Has knowledge of the aforementioned facilities and the environment in which they are located
 - Understands the tasks agreed to in this Agreement.
- XXIII ACCESS BY COUNTY.** The Company agrees to allow and provide access by the County to all of the premises covered by this Agreement, including but not limited to the physical properties and records, subject to the County honoring any contractual confidentiality obligations of the Company.
- XIV ROAD MAINTENANCE.** Roads and other traveled areas inside the transfer station sites shall be reasonably maintained by the Company.
- XV ASSIGNMENT AND SUBCONTRACTING.** Neither this Agreement, nor any of the payments to become due hereunder, shall be assigned in whole or in part by the Company, nor shall any part of the performance called for herein on the part of the Company be subcontracted by the Company, without the prior written consent of the County, and such consent shall not relieve the Company from full responsibility and liability for the performance agreed hereunder, and due performance of all the terms and conditions stated herein. The County's consent to any subcontracting of work shall not be granted in any event until the Company has furnished the County with satisfactory evidence that the proposed subcontractor is licensed and bonded as required by law, and is carrying ample insurance to the same extent and in the same manner as is provided in this Agreement to be furnished by the Company. The County's consent shall not be unreasonably withheld. If this Agreement is assigned or any part of the Agreement is sublet, the Company shall indemnify the County against any and all loss or expense caused thereby.
- XVI PERFORMANCE GUARANTEE.** Before this Agreement shall be binding or enforceable, the Company shall furnish the County an irrevocable letter of credit approved by the County, conditioned on the Company's faithful performance of all terms, covenants and conditions of this Agreement, and the Company's payment of all laborers, mechanics, subcontractors, material suppliers, and all persons who supply the Company with provisions and supplies for the carrying on of the work under this Agreement and upon the return to the County of all County property in good condition, reasonable wear and tear excepted. The irrevocable letter of credit shall be in the

amount of \$100,000. The irrevocable letter of credit shall remain in full force and effect during the term of this Agreement and shall be released until all conditions of this Agreement have been satisfied.

XVII DEFAULTS AND REMEDIES. The Parties agree that the operations hereunder are of prime concern to the public health and that the full and prompt performance of all of the terms and conditions of this Agreement and time are of the essence of this Agreement.

The Company shall be excused from performance herein only if the facilities or other Company operations be rendered unusable by natural disaster or other cause which the Company could not reasonable foresee, and upon occurrence of such event the Company and the County, having in mind the public health, shall cooperate to restore services as soon as practical. Payment to be made by the County to the Company may be suspended upon occurrence of such an event during such time that performance hereunder is impossible or, by the written agreement of the parties here to, impracticable.

However, when not so excused, in the event the Company shall fail to operate the system for more than three consecutive days (Sundays and holidays excluded), or shall abandon the site or if the Company or any of its creditors shall petition a court for Bankruptcy, the County may declare the Company to be in default of this Agreement and, in the event of an alleged default other than abandonment or a petition for bankruptcy, give ten days written notice to the Company to cure or take reasonable steps to commence cure of the alleged defaults. If the Company shall fail to undertake such cure, the County may notify the Company to discontinue any service pursuant to the Agreement. A copy of the "Notice of Termination" shall be sent to the Company. Upon receipt of any "Notice of Termination," the Company shall immediately discontinue work under this Agreement. The County may take possession of Company equipment, vehicles, and facilities for a period of time not to exceed ninety (90) days. The County shall be entitled to recover from the Company damages and all expenses incurred, including reasonable attorneys' fees, together with such additional sum as may be necessary to complete the work and any other further damage sustained or incurred by the County.

- A. Effect of Waiver on Subsequent Breach.** A waiver of a breach of any of the terms or conditions of this Agreement shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of the Company of any obligation hereunder shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of this agreement, or in the exercise by either party of any right under or pursuant to this Agreement, shall not be constructed as a waiver.
- B. Loss by Unforeseen Event.** In the event the performance hereunder, before completion, be wholly rendered impossible by earthquake, flood, wildfire, extreme and unusual weather, or other cause that the Company could not reasonably have foreseen and provided for, then the loss occasioned by such event or happening shall be sustained by the County to the extent that it has paid installments, or a proportionate share thereof, on the performance hereunder by the Company, to the date of the event. The loss of revenue occasioned by such event or happening and to be sustained by the Company shall be for the uncompleted portion of the performance hereunder at the time of the event or loss, and shall require the Company to refund any portion of any installment made, which is not fully earned at the time of the event.
- C. Termination by Damage or Destruction of Premises.** In the event any of the premises in or on which the performance hereunder is to be pursued is or are totally or partially destroyed, by any cause, and operation of the

facility is prevented thereby for a period of more than 60 days, then, at the option of the County, this Agreement may be terminated by written notice. The County and Company agree to use their best efforts to promptly restore operations of any facilities destroyed in whole or in part, provided that Company shall not have any duty to rebuild or replace the Transfer Stations. Upon such notice of termination to the Company, the County shall be obligated only to pay the Company for the proportionate amount of work that may have been properly performed to the date of such damage or destruction. If the Agreement is terminated under this section, the County agrees to make good faith efforts to include the Company in alternate emergency operations.

D. Termination or Impossibility by Governmental Action.

- a. In the event that the performance of any of the responsibilities set forth herein shall be in any manner prevented by any responsible governmental agency, by either:
 - Order or resolution
 - regulation,
 - law, or
 - act of the State or Federal Legislature,
 -

this Agreement may be terminated on notice of such termination to the Company, in which event the County shall be obligated only to pay the Company for the proportionate amount of work that may have been properly performed up to the date of the governmental action.

- b. If sufficient funds are not appropriated or allocated for payment under this Agreement 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 and the County may terminate this Agreement and pay the Company for all work that may have been properly performed up to the date of the governmental action. No penalty or expense shall accrue to the County in the event this provision applies.

XXVIII. REJECTION AND STOPPAGE OF WORK. The County shall have the authority to reject work performed hereunder by the Company, if in its reasonable opinion that performance does not conform to obligations contained herein, or contained in any Operations Plan(s), or any applicable statute, regulation, ordinance or other legal authority, and in this connection to stop the Company's performance and suspend payment for said performance during work stoppage, when necessary, except where such nonconformance is due in whole or in part of conditions beyond the control of the Company.

XXIX. CORRECTING WORK. When it appears to either the Company or the County, during the Company's performance of this Agreement, that any work performed does not conform to the provisions of this Agreement, or any applicable statute, regulation, ordinance or other legal authority, the Company shall make the necessary corrections so that such performance will so conform, and in addition will correct any defects caused by faulty materials, equipment, or quality of labor performed, at the Company's expense.

XXX. WORK CHANGES. The County reserves the right to order performance modifications in the nature of additions, deletions, or adjustments, without invalidating this Agreement, and agrees to make corresponding adjustments in the contract price and time for performance, as justified.

- A. All changes will be authorized by a written modification signed by the County. The written modification will include conforming changes in the Agreement.

- B. Any adjustment or modification in the Agreement price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties, or by arbitration, before starting the work involved in modification.

- C. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

XXXI. FACILITIES CONDITION UPON TERMINATION. Upon termination of this Agreement, it shall be the responsibility of the Company to have all waste that they are responsible for removed from the transfer station sites. All equipment and machinery owned by the County shall be left in good repair, subject to reasonable wear and tear. All litter, weeds, debris, etc., shall be removed. The Company shall not transfer liabilities to the County. The Company's responsibilities shall not cease until the County accepts the conditions of the transfer stations.

XXXII. WITHHOLDING PAYMENT. In the event the Company has failed to perform any obligation to be performed by the Company under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Company, without penalty, until such failure to perform is cured or otherwise adjudicated.

XXXIII. DISPUTES.

G. General.

Differences between the Company and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive, provided that nothing herein shall preclude either party from seeking judicial review of any dispute under this Contract.

B. Notice of Potential Claims.

The Company shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Company has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Company believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. The

Company shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim.

The Company shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Company has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

XXXIV. COSTS AND ATTORNEYS FEES. All costs incurred in the resolution of any dispute in connection with this Agreement shall be paid to the prevailing party in that dispute. The prevailing party shall also be entitled to reimbursement of reasonable attorney's fees incurred, as part of those costs.

XXXV. JURISDICTION AND VENUE. The parties agree that this Agreement is governed by the laws of the State of Washington. Venue for any action related to this Agreement shall be as provided in RCW 36.01.050.

XXXVI. SEVERABILITY. If any provision of this Agreement is declared void, invalid or unenforceable under any applicable law, the remaining provisions of the Agreement shall remain in effect and bind the parties; provided, however, that the parties shall negotiate in good faith to amend the Agreement to effectuate the intent of any void, invalid or unenforceable provisions.

XXXVII. HEADINGS. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

XXXVIII. NON-DISCRIMINATION. The County is an equal opportunity employer.

A. Nondiscrimination in Employment.

In the performance of this Agreement, the Company 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 worker involved. The Company 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 Company shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

B. Nondiscrimination in Services.

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

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

XXXIX. TAXES.

The Company understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Company authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Company 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 Company to make the necessary estimated tax payments throughout the year, if any, and the Company is solely liable for any tax obligation arising from the Company’s performance of this Agreement. The Company hereby agrees to indemnify the County against any demand to pay taxes arising from the Company’s failure to pay taxes on compensation earned pursuant to this Agreement.

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

XL. LIQUIDATED DAMAGES

As a breach of the services provided by the Company under this Agreement would cause serious and substantial damage to the County and its residents, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by County by such breach, it is agreed that in case of breach of service, County may elect to assess liquidated damages for each such breach and the Company shall pay County as liquidated damages and not as penalty, the amount set forth below, such sums being the amount which County will be damaged by the breach of such services. An election to seek such remedy shall not be construed as a waiver of any remedies County may have as to any subsequent breach of services under this Agreement. This Section is independent of Section VII, XIV, and XXV. The acts or omissions in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages.

[Violation of Sections XI or XIV \$50.00

Repetition of complaints by County related to Company’s operation of the Transfer Stations..... \$50.00

Landfilling or burning uncontaminated Recyclable Material or Yard Debris without the express written consent of the County..... \$50.00

Liquidated Damages will be reasonably applied and may be levied only if documented in an incident report presented by the County to the Company. The Company shall be notified and provided a copy of an incident report and shall be given 24 hours to cure the problem (if applicable) before Liquidated Damages are invoiced to the Company, except in the case of incidents for which, due to the nature of the event, a “cure” is not possible. Such liquidated damages as County shall elect to collect shall be billed to Company and be paid within twenty (20) days. Application of these damages may be appealed within ten (10) days by Company to the County, whose decision shall be final.

Liquidated damages will not be assessed for any performance failures beyond Company’s reasonable control.

XLI. NOTICE.

For all purposes under this Agreement, except service of process, all notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

County: Kittitas County Board of County Commissioners
Kittitas County Courthouse
205 W 5th Ave, Ste. 108
Ellensburg, WA 98926

Kittitas County Solid Waste Department
Atten: Patti Johnson
ADDRESS: 925 Industrial Way
Ellensburg, WA 98926

Company:

Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

DATED this _____ day of _____ 2020.

Board of County Commissioners _ Kittitas County

Chair

Vice Chair

Commissioner

Company

_____ Date _____

Appendix B Transfer Station Operation Cost Detail

Prior to signing an Agreement, Kittitas County will require that the apparent low responsible proposer complete a model developed in Microsoft Excel to provide detailed transfer station operation cost estimates. The completed model shall be submitted to the County no later than March 31, 2020. An example of that model is shown in the following three tables.

The model is intended to provide additional information about the Company's cost structure that may be useful for adjusting fees if needed when the County moves the location of the Ellensburg Transfer Station mid-way through the five-year agreement. In the tables, inputs are in the blue-shaded cells. In the third table, the calculated \$/ton for transfer station operations must equal the \$/ton submitted in the Company's cost proposal.

Calculation of Bidder's Cost for Hourly On-Site Personnel

Hourly Operational Staff Categories	Gross Hours per Week (includes vacation/sick leave etc.)	Average Hourly Wage Rate (\$/hr)	Bonuses per week, per FTE (\$)	Estimated Employer Payroll Taxes (%)	Employer Retirement Contribution (%)	Health & Welfare Benefits per week (\$)	Weekly Cost
Equipment Operator	80.0	\$22.10	\$0.00	13.0%	4%	\$275	\$2,344
Housekeeping/Litter Patrol	80.0	\$16.20	\$0.00	13.0%	4%	\$275	\$1,791
Safety Spotter	80.0	\$16.20	\$0.00	13.0%	4%	\$275	\$1,791
Maintenance Technician	80.0	\$28.00	\$0.00	13.0%	4%	\$275	\$2,896
Other							\$0
Other							\$0
Other							\$0
Total - per week	320.0		\$0				\$8,822
Total - per month							\$38,229
Total - per year							\$458,744

Management Personnel Costs included in Other-Non Equipment Costs (see row 9 of AnnualCost sheet)

Operations Manager	20.0		\$46.00		4%	\$275	
Operations Supervisor	40.0		\$41.65		4%	\$275	
Other							
Other							
Other							
Other							

Instructions and notes:

Enter cost parameters in blue cells for rows 5-9 and 17-19. Type over the "Other" to add additional staff categories as needed.

The cells in dark blue show your proposed weekly, monthly, and annual cost for Hourly On-Site Personnel that will be used to evaluate your cost proposal.

The formulas in column H show how the weekly cost is calculated.

In column C, use the mid-point of the hourly wage rate for each staff category.

Annual Cost Calculation

	Margin %	Annual Tons	Annual Cost	Margin	Annual Total
1. Transfer Station Operations					
A. Personnel Costs (hourly operational)	12%		\$458,744	\$62,556	\$521,300
B. County Building Maintenance	5%		\$10,000	\$526	\$10,526
C. Equipment Ownership	2%		\$82,653	\$1,687	\$84,340
D. Other Non-Equipment Costs ^a	n.a.		\$65,000	n.a.	\$65,000
Subtotal Transfer Station Operations				\$64,769	\$681,166
			\$/Ton		
1. Transfer Station Operations		39,512	\$17.24		\$681,166
2. Solid Waste Transportation		39,512	\$15.00		\$592,680
3. Solid Waste Disposal		39,512	\$23.00		\$908,776
4. Yard Waste Transport from UCTS		424	\$21.00		\$8,904
5A. Inert, Demo, Construction Debris - ETS		2,004	\$16.00		\$32,064
5B. Inert, Demo, Construction Debris - UCTS		988	\$26.00		\$25,688
6A. Recycling Handling and Transportation Fee - ETS		490	\$85.00		\$41,650
6B. Recycling Handling and Transportation Fee - UCTS		256	\$125.00		\$32,000
Total Annual Cost					\$2,322,928

Instructions and notes:

- Annual tons shown are actuals from December 1, 2018 - November 30, 2019
- Enter margin (in percent) for A.-C., Annual Transfer Station Operation Costs B. and D., and \$/ton in light blue cells.
- The Annual Costs for A. and C. (in dark blue) are calculated on their respective tabs and linked to this worksheet.
- The Total Annual Cost must equal the first year annual cost from bidder's submittal.

^a **Costs (including margin) to be included in Other Non-Equipment Costs (Transfer Station Operations, D.)** for information purposes, not meant to be complete or inclusive of all potential Contractor costs

Management Personnel	
Fuel	
Equipment Repair & Maintenance	
Operational Parts and Supplies	
Equipment Depreciation	
Container Depreciation	
Equipment Lease / Rent	
Interest Expense	
Professional Fees	
Insurance	
Telephone	
Property Taxes/Licenses/Fees	
Dues & Subscriptions	
Repairs & Maintenance - Office	
Cleaning and Maintenance	
Equipment Rental	
Office Supplies	
Postage & Freight	
Miscellaneous Expense	
Travel/Meals/lodging	
Professional Meetings and Seminars	
Corporate Overhead	
Facility Supplies	
Testing and Compliance	
Training and Safety	
Professional Fees	
Recoverable Material Transportation	
Sort line equipment	

N/A - Included in Equipment Costs
N/A - Included in Equipment Costs
N/A - Included in Equipment Costs