



REQUEST for PROPOSAL #910
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, DECEMBER 11, 2024
DUE DATE: WEDNESDAY, JANUARY 29, 2025 by 1:30 pm

Request for Proposal for:

**ENGINEERING, CONSTRUCTION and PLANNING REVIEW FOR
CAPITAL IMPROVEMENT PLANS**

SUBMIT:

One (1) Original
One (1) Copy on USB flash drive

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Jess Fischberg
Senior Environmental Operations Specialist
Public Health | Solid Waste and Recycling
Jess.Fischberg@clark.wa.gov
564-397-7315

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive.

Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscresters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

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 Engineering, Construction and Planning Review for Capital Improvement Plans

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Public Health’s Solid Waste Operations program (the county) is seeking proposals from qualified firms to complete architecture and engineering consulting services for capital improvements at the three solid waste transfer stations in Clark County.</p> <p>The selected contractor will provide oversight, review, quality assurance, and quality control throughout Capital Improvement Program (CIP) implementation. The goal of this work is to allow the county to make informed decisions for approval of CIP implementation. Decisions must ensure quality and longevity of the regional solid waste system, with responsible and efficient spending.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	<p>Pursuant to Chapter 70A.205 RCW and Chapter 36.58 RCW, the county is the lead agency for planning and coordination of the regional solid waste system.</p> <p>The regional solid waste system consists of three (3) transfer stations, also referred to as “facilities,” located in west Vancouver, central Vancouver, and Washougal. This includes West Vancouver Materials Recovery Center (West Van), Central Transfer and Recycling Center (CTR), and Washougal Transfer Station (WTS). Each has a household hazardous waste (HHW) facility onsite and areas for public drop-off of recycling. West Van contains the material recovery facility (MRF) where mixed recycling is sorted and processed for sale.</p> <p>The facilities are operated under a Master Service Agreement (MSA) between Clark County (county), the City of Vancouver (Vancouver), and Columbia Resource Company, L.P. (CRC). The contract period is September 1, 2024, to December 31, 2032. The contract includes provisions for transfer, transportation, and disposal of municipal solid waste (MSW), recycling, HHW, organics, and other wastes generated in the county. There are also provisions for required maintenance and capital improvements at the facilities. CRC owns the transfer stations, and there is a contractual option for the county or county successor to purchase the transfer stations. The MSA is included as Attachment D: Master Service Agreement.</p>

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Table 1: A table listing name, location and hours of operation of each transfer station in Clark County.

	West Vancouver Materials Recovery Center (West Van)	Central Transfer and Recycling Center (CTR)	Washougal Transfer Station (WTS)
Address	6601 NW Old Lowe River Rd. Vancouver, WA 98660	11034 NE 117 th Ave Vancouver, WA 98662	4020 S Grant St. Washougal, WA 98671
Public drop-off hours of operation	Monday – Friday 6am – 6pm Saturday 8am – 4pm	Monday – Friday 6am – 6pm Saturday and Sunday 8am – 4pm	Wednesday and Friday 7am – 5pm Saturday 8am – 4pm
Commercial collection vehicle hours of operation	Friday and Saturday 8am – 4pm	Friday, Saturday and Sunday 8am – 4pm	First and third Saturday of the month 8am – 4pm

West Vancouver Materials Recovery Center (West Van)

West Van serves as the second largest solid waste handling facility in Clark County and is the primary MRF for curbside and multi-family residential recyclables collected in the county by Waste Connections of Washington. The West Van facility opened in 1993 and is located within Vancouver city limits and is designated as a heavy industrial zone.

The site consists of an 86,000 square foot MSW transfer building that also houses sorting equipment for co-mingled recycling. West Van is designed for a throughput capacity of 1,200 tons MSW per day as currently authorized by the Clark County Public Health solid waste handling facility permit. Major upgrades to the site completed over time include the construction of the HHW facility in 2008, MRF upgrades in 2009, addition of a canopies for bale storage in 2021 and 2022, addition of a wall for organics segregation in 2019, and installation of a new compactor in 2020. A satellite map of the site is included in **Attachment E: Facility Maps**.

A primary concern at West Van is the ability and space to process organics. Additionally, the site is not connected to public water and sewer. See Regional Solid Waste System Study (RSWSS) below for more information regarding facility condition and operations.

Central Transfer and Recycling Center (CTR)

CTR serves as the largest solid waste handling facility by volume and traffic in Clark County. Operations began at the site in 1985 as the R&R Transfer Station, which was renovated in 1991 and reopened as CTR on January 1, 1992. CTR is located in unincorporated Clark County and is designated as a light industrial and mixed-use zone and is allowed to operate as a solid waste transfer facility under a conditional use permit.

CTR consists of a 38,000 square foot MSW transfer building and a MSW compactor unit. The public-drop off area for HHW and recycling is in a 13,000 square foot structure. CTR is designed for a throughput capacity of 1,200 tons MSW per day as currently authorized by the Clark County Public Health solid waste handling facility permit. Major upgrades to the site completed over time include installation of an automated scale system in 2012, access improvement in 2022, a new compactor in 2022, and a new scale house in 2023. A satellite map of the site is included in **Attachment E: Facility Maps**.

Primary concerns at the site include limited tip floor capacity to handle material streams beyond MSW; limited capacity to handle the current self-haul traffic; and limited onsite queuing space,

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resulting in unsafe traffic conditions on 117th Street/State Highway 503. See [Regional Solid Waste System Study \(RSWSS\)](#) below for more information regarding facility condition and operations.

Washougal Transfer Station (WTS)

WTS was constructed in 2009 with the intent of being the primary solid waste handling facility for route truck deliveries from the cities of Washougal and Camas. WTS is located within Washougal city limits in the Port of Camas-Washougal. The site accepts public self-haul on a limited schedule, serving the south-eastern region of the county. The site is designated as a heavy industrial zone.

WTS consists of a 4,500 square foot MSW transfer building, designed for top-loading MSW into trailers. The site was designed to allow space for future expansion of the facility. The current MSW design capacity of WTS is 300 tons per day as currently authorized by the Clark County Public Health solid waste handling facility permit. No major upgrades have occurred at the site since it was constructed. A satellite map of the site is included in **Attachment E: Facility Maps**.

A primary concern at WTS is the facility's capacity for MSW. Population growth in the service area has resulted in increased self-haul transactions and increased MSW tonnage at the small site. See [Regional Solid Waste System Study \(RSWSS\)](#) below for more information regarding facility condition and operations.

Solid Waste Planning

The county, through interlocal agreements, has formed a Regional Solid Waste System Steering Committee (RSWSSC) made up of the Public Works Directors of each city, to advise the County on solid waste issues and planning. Clark County's Solid Waste Advisory Commission (SWAC) is made up of representatives from the community. SWAC's statutory role is to advise the County Council on issues regarding solid waste planning. See more information about SWAC at <https://clark.wa.gov/public-health/solid-waste-advisory-commission>.

The Clark County Comprehensive Solid Waste Management Plan (CSWMP) is the guiding public document for developing and managing the regional solid waste system, as required by Chapter 70A.205 RCW. The CSWMP includes descriptions of the regional solid waste system, educational programs, and goals for making improvements and progress. Solid waste work is guided by the CSWMP. The 2015 CSWMP and current drafts of the 2025 CSWMP are viewable at <https://www.clark.wa.gov/public-health/solid-waste-management-plan>.

Regional Solid Waste System Study (RSWSS)

The county is responsible for ensuring the financial viability of the solid waste system over a twenty-year planning horizon. Through a contract with the county, a consultant completed the four-year RSWSS in 2023. The RSWSS consists of three (3) phases.

Phase 1 includes an evaluation of the financial position of the solid waste system, evaluations of various strategies to reduce traffic congestion at the facilities, assessments of the conditions of the transfer stations, and identification of infrastructure needs and options for future public ownership of the system. The Phase 1 report identifies various methods for increasing service capacity of the system, such as the expansion of CTR, siting of a satellite facility for public self-haul, or siting a fourth transfer station.

Phase 2 focuses on infrastructure and financial planning for capital improvements to the system. The Phase 2 report includes master plans for service capacity expansion options identified in Phase 1, including detailed expansion and renovation options for CTR. Phase 2 of the RSWSS will be used in planning capital improvements. Phase 3 included an update to the CSWMP, incorporating findings and recommendations.

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	<p>The RSWSS is viewable at https://clark.wa.gov/public-health/regional-solid-waste-system-study.</p> <p>The RSWSS will be used to inform capital improvements to occur at the facilities. See <u>Capital Improvement Program (CIP)</u> below for more information.</p> <p><u>Triennial Facility Inspections</u></p> <p>The three transfer stations in the county are inspected by an engineering firm on a triennial basis, through a contract between Clark County and a consultant. The contract period is September 1, 2023, to August 31, 2029. The first inspections occurred in September 2023 and identified various maintenance needs and potential capital improvements. The triennial inspection reports will help inform maintenance and capital improvements to occur at the facilities for the duration of the MSA. See <u>Capital Improvement Program (CIP)</u> below for more information.</p> <p><u>Capital Improvement Program (CIP)</u></p> <p>The aging facilities need various repairs, upgrades, and replacements to ensure continuous and successful operations. Through the MSA between Clark County, Vancouver, and CRC (the parties), a regional solid waste system Capital Improvement Program (CIP) will be implemented at the transfer stations. The MSA is included as Attachment D: Master Service Agreement. Details specific to capital improvements are in Attachment A.3 of the MSA.</p> <p>CIP implementation will be guided by a CIP Plan to be developed by the county, with input from the cities and CRC. The CIP Plan will cover a 20-year planning horizon in compliance with Department of Ecology guidelines for CSWMPs.</p> <p>The following information is a general summary of the process under which individual CIP projects will be implemented:</p> <p>Implementation of CIP projects will vary depending on individual project size, scope, and complexity. Projects will follow specific procurement and implementation methods through mutual agreement of the parties. This may include those methods permitted in RCW 36.58.090 and Chapter 39.04 RCW; conventional Design-Bid-Build; or alternative project delivery methods such as General Contractor-Construction Manager, Design-Build, or Progressive Design-Build.</p> <p>Each project will have an associated CIP Agreement and CIP Supplemental Agreement(s) to be negotiated between the parties. The CIP Agreement will create or confirm (i) the project's basis of design, (ii) the County's needs and objectives for the project, and (iii) the steps to advance the project. The CIP Agreement will also provide the following: a description of the project; budget and compensation details; project schedule; design development details; preconstruction services; and other project criteria. CIP Supplemental Agreements will provide additional design, cost, and construction details, and obligations of the county and CRC.</p> <p>CRC will serve in an owner role for each CIP project undertaken and will be responsible for procurement and management of design and construction vendors, subcontractors, etc. to complete the work at the transfer stations. At various stages of CIP implementation, Vancouver will provide input, and the county will provide oversight, approvals, and final decision making.</p>
3. Scope of Project	<p>Clark County is seeking proposals from qualified firms to provide architecture and engineering consultant services for oversight, review, quality assurance, and quality control of CIP implementation at the solid waste transfer stations. The selected contractor will serve as the professional technical advisor and consultant to the county at various stages of CIP implementation, from project pre-design to completion.</p>

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The services required of the selected contractor will vary based on the individual project size, scope, and complexity. Architectural and engineering services may include, but are not limited to, the following summarized tasks:

- Review of design and engineering plans
- Review of major equipment purchases
- Development of preliminary design documents if requested by county
- Review of specifications
- Review of cost estimates
- Review of technical documents
- Review of lab testing and inspection results
- Constructability reviews (identifying concerns, improving accuracy, reducing risk, finding cost savings, etc.)
- Review of construction submittals and monthly progress reports
- Site visits and construction observations
- Oversight of permits and permit compliance if needed

The RSWSS, triennial inspections, and MSA will inform capital improvements to occur at the transfer stations. These may include, but are not limited to, the following projects:

- Replacement of solid waste compactors
- Replacement of truck scales
- Replacement of compactor infeed conveyer
- Replacement of compactor main cylinder
- Resurfacing/paving
- Improved site access and traffic management (most significantly at CTR)
- Construction of new buildings to expand operations or replace existing structures
- Expansion and improvement of drop-off areas for recycling and HHW
- Improved surface stormwater management
- West Van site connection to public water and sewer

The following details the Scope of Project under six (6) defined tasks:

Task 1: Scoping, planning, and coordination with county staff

Task 2: Plans, specifications, cost estimate, and technical document reviews

Task 3: Technical support and participation in meetings

Task 4: Field and construction observation

Task 5: Project management and administration

Task 6: Unanticipated additional services

Task 1: Scoping, planning, and coordination with county staff

The selected contractor will become familiar with the MSA and the Regional Solid Waste System Facility Master Plan to inform work and assist the county in developing the final CIP Plan. The CIP Plan will include, but is not limited to, the following details:

- Identification of county goals and objectives for capital improvements
- Identification of CIP projects
- Prioritization of CIP projects, with detailed reasoning
- CIP implementation schedule
- Budgeting and expenditures over the planning horizon

During implementation of individual CIP projects, the contractor will assist the county in developing the CIP Agreements and CIP Supplemental Agreements. The contractor may be requested by the county to develop preliminary design documents, though this is expected to be delegated to CRC in most situations.

Task 2: Plans, specifications, cost estimate, and technical document reviews

The selected contractor will assist the county with its review of the plans, specifications, cost estimates, and technical documents developed by CRC and their subcontractors throughout project implementation. Reviews will occur at pre-determined stages, approximately at 10%

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(pre-design), 30%, 60%, 90%, and 100% of project completion. This is a task that will be repeated throughout contract execution.

The selected contractor must be able to utilize design technology. Design documents will include drawings and plans prepared with building design software mutually acceptable to the county and CRC, and fully illustrating all aspects of the facility improvements, and technical specifications prepared in the Construction Specifications Institute's 41 division Master Format 2020 Edition and three-part section format unless otherwise mutually agreed by the parties.

The selected contractor will advise the county on potential issues of concern including design, equipment selection, material selection, cost estimates, cost (life cycle) analysis, permitting requirements, technical content, engineering design, and operational impacts. The contractor is to provide the county with written comments and suggestions within approximately fifteen (15) business days of receipt of documents, unless the county grants an extension.

The county has final approval authority for the design scope of work and design details for each project. Reviews may also include preparation of technical summary documents, memoranda, and/or public information and notification materials.

Task 3: Technical support and participation in meetings

When requested, the contractor may assist the county in its meetings with CRC and their subcontractors to review the status of CIP implementation, the design progress, to resolve design questions and issues, to review the status of the project progress, or to resolve technical questions and/or issues. Assistance may also include preparation of documents for the county.

Meetings will also be held between the county and the contractor on an agreed to schedule. Meetings will be held virtually over Microsoft Teams. The county will provide meeting invites to the contractor. If an in-person meeting is determined necessary, the county will provide the contractor with advanced notice.

Task 4: Field and construction observation

CRC will provide construction management and oversight for capital projects to be completed under the CIP Agreements, including making onsite observations during construction activities at the transfer stations. The county and the county's contractor will have access to the facilities to complete supplementary/additional field observation.

During active construction, the contractor is to complete site visits to observe operations, on a frequency and schedule to be determined. The selected contractor will be expected to provide summaries of onsite activities during construction within approximately ten (10) business days from the task activity unless the county grants an extension.

Other services required during construction stages of CIP projects may include assisting the county in reviewing and responding to change order requests, preparing CIP Supplemental Agreements, and reviewing contractor pay requests.

Task 5: Project management and administration

The contractor is responsible for detailed project management and administration of their work to be completed for the duration of the contract. Project management includes, but is not limited to task planning, time management, budget tracking, task management, communications, completion of deliverables, and document management. The contractor must also have the ability and capacity to manage multiple CIP projects occurring simultaneously, as CIP project timelines may overlap. Regular progress reports and detailed invoices are to be submitted to the county.

Task 6: Unanticipated additional services

The contractor will provide services that are unplanned, urgent, and/or critical to maintaining project schedule and progress. The additional services will be specifically scoped and agreed to prior to performing the work.

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4. Project Funding	<p>The anticipated funding source for this project is the Regional Solid Waste System Fund 6318 (RSWSF). The RSWSF is a special revenue fund established and maintained by the county for the sole purpose of funding the Regional Solid Waste System.</p> <p>Do not submit cost, it will not be considered for this RFP.</p>																		
5. Title VI Statement	<p><u>Title VI Statement</u></p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																		
6. Timeline for Selection	<p>The following dates are the <u>intended</u> timeline:</p> <table border="1" data-bbox="423 1037 1500 1598"> <tr> <td>Pre-Submittal Meeting</td> <td>January 8, 2025</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>January 22, 2025</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>January 24, 2025</td> </tr> <tr> <td>Proposals Due</td> <td>January 29, 2025</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>January 30 - February 27, 2025</td> </tr> <tr> <td>Interviews/Demonstration (if requested by county)</td> <td>February 17 - 21, 2025</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>February 27, 2025</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>February 28 - March 15, 2025</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>April 1, 2025</td> </tr> </table>	Pre-Submittal Meeting	January 8, 2025	Deadline for Questions and Answers	January 22, 2025	Final date for Addendum, if needed	January 24, 2025	Proposals Due	January 29, 2025	Proposal Review/Evaluation Period	January 30 - February 27, 2025	Interviews/Demonstration (if requested by county)	February 17 - 21, 2025	Selection Committee Recommendation	February 27, 2025	Contract Negotiation/Execution	February 28 - March 15, 2025	Contract Intended to Begin	April 1, 2025
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Contract Negotiation/Execution	February 28 - March 15, 2025																		
Contract Intended to Begin	April 1, 2025																		
7. Employment Verification	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach. (Sole Proprietors must submit a letter stating such.)</p>																		

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Section IB	Work Requirements
1. Required Services	<p>The selected contractor will complete project work described in Section IA, 3. Scope of Project. Other required services are described herein.</p> <p><u>Ongoing required services:</u></p> <ul style="list-style-type: none"> • Virtual meetings via Microsoft Teams with county staff on a schedule to be determined (weekly, monthly or as needed) • A minimum of bi-weekly supplementary communications by phone or email if meetings are not being held • Project management (planning, scheduling, time management, budget tracking, task management, communications, completion of deliverables, document management, etc.) • Ensure capacity to complete work through the entire project timeline (maintain sufficient staffing levels, plan for succession, etc.) • Submit itemized invoices on a monthly schedule • Provide deliverables to the county project lead in approved formats • Presentations for interested parties if requested by county, including SWAC, RSWSSC, or other community groups
2. County Performed Work	<p><u>Clark County will provide:</u></p> <ul style="list-style-type: none"> • Contract administration • Designated county contact(s) to act as project lead(s) and coordinator(s) • Scheduling of virtual meetings via Microsoft Teams • Access to relevant documents, reports, and data • Access to the transfer stations • Review of deliverables • Scheduling presentations for interested parties • Invoice processing and payment
3. Deliverables & Schedule	<p>The schedule for this contract will be largely dependent on factors to be determined after the contract start date when the CIP Plan is finalized, and CIP projects are being implemented. Schedules for different projects will vary based on their complexity and scope. See Section IA: General Information above for more context.</p>
4. Place of Performance	<p>Contract performance may take place in the County's facility, the Proposer's facility, a third-party location, or any combination thereof.</p>
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for six (6) years and is intended to begin on April 1, 2025 and end March 31, 2031.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for one (1) additional two (2) year term with the same terms and conditions, with the exception of cost, by service of a written notice of its intention to do so prior to the contract termination date. Cost for additional option year(s) shall be reviewed prior to extension of the contract.</p> <p>The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>

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<p>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>

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10. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. <u>Professional Liability (aka Errors and Omissions)</u> The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p>
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Engineering, Construction and Planning Review for Capital Improvement Plans

	<p>G. <u>Umbrella Liability Coverage</u> Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. <u>Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none">✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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 Engineering, Construction and Planning Review for Capital Improvement Plans

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	A pre-submittal meeting for proposers will be held virtually on Microsoft Teams on Wednesday, January 8, 2025, 10:00 – 10:50 am, PST. Contact solidwaste@clark.wa.gov to request the meeting invite.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is January 22, 2025 by 1:30 pm.</p> <p>An addendum will be issued no later than January 24, 2025 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed twenty-five (25) pages, <u>excluding</u> resumes, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as</p>

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	<p>reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	<p>Organization and project team should have five (5) or more years of experience involving similar projects and work with government agencies.</p> <p>List the titles, qualifications, completed trainings, and office locations of each of your team members. Describe specific contributions to this project and ability to perform the work described in this RFP. Names are not required.</p> <p>Identify the project Professional Engineer (PE) and/or Architect, licensed in the State of Washington.</p>
3. Management Approach	<p>Describe how your organization manages projects including:</p> <ul style="list-style-type: none">• Planning• Scheduling• Time management• Budget tracking• Task management• Communications• Completion of deliverables• Document management• Document sharing• Identify any project management tools used by your organization such as Smartsheet, Microsoft Project, Adobe Workfront, etc.
4. Respondent's Capabilities	<p>Proposers are to show their capabilities by providing the following:</p> <ul style="list-style-type: none">• A description of your organization's ability, qualifications, capacity, and interest to perform the work requested in this RFP• A description of your organization's unique strengths and values• A work history describing at least three (3) related/similar projects completed by your organization• Describe your organization's ability to work with government to serve the public• An example invoice• Three (3) references for similar projects including the reference's name, organization, and email address

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5. Project Approach and Understanding	Proposers are to show their understanding of the project by providing an organized and detailed proposal addressing all needs described in this RFP.
6. Proposed Cost	Cost shall not be submitted with proposals as this will be negotiated after the most qualified firm is selected.

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 Engineering, Construction and Planning Review for Capital Improvement Plans

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection											
1. Evaluation and Selection	<p>An initial screening will be completed for all proposals received to ensure that it's responsive and responsible. If available, provide a Federal SAM Unique Entity Identifier (UEI) and/or Commercial and Government Entity (CAGE) code identifier.</p> <p>All proposals that pass the initial screening will be evaluated by a panel based on the Tier I evaluation scoring criteria listed below. Each member of the evaluation panel will sign a confidentiality and conflict-of-interest statement, prior to receiving the proposals.</p> <p>We may choose to select proposer(s) for an interview based on Tier 1 evaluation results.</p>											
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred and fifty (150) point system will be used, weighted against the following criteria:</p> <p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system. Proposals will be evaluated in two tiers, totaling one hundred and fifty (150) points.</p> <p>Tier 1: A one hundred (100) point system will be used for scoring written proposals, using the following criteria:</p> <table border="1" data-bbox="402 1020 1500 1927"> <tbody> <tr> <td data-bbox="402 1020 1419 1314"> <p><u>Proposal Quality and Approach</u></p> <ul style="list-style-type: none"> The proposal addresses all work outlined in this RFP The proposal is organized, designed well, and is easy to navigate and understand The proposal is free of grammatical and spelling errors The proposal demonstrates organization's understanding of the project and Clark County Regional Solid Waste System The proposal demonstrates the project team's availability and commitment to the project </td> <td data-bbox="1419 1020 1500 1314" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td data-bbox="402 1314 1419 1570"> <p><u>Qualifications</u></p> <ul style="list-style-type: none"> Organization capabilities and qualifications are appropriate and beneficial to this project Organization is skilled and experienced at working on projects with multiple and diverse stakeholders Organization and project team have all licenses, certifications, permits, and other approvals required by federal, state, or local laws and regulations Organization has local staff / offices </td> <td data-bbox="1419 1314 1500 1570" style="text-align: center; vertical-align: middle;">35</td> </tr> <tr> <td data-bbox="402 1570 1419 1707"> <p><u>Work History</u></p> <ul style="list-style-type: none"> Organization and project team has five (5) or more years of experience involving similar projects Work experiences are beneficial to this project </td> <td data-bbox="1419 1570 1500 1707" style="text-align: center; vertical-align: middle;">25</td> </tr> <tr> <td data-bbox="402 1707 1419 1927"> <p><u>References</u></p> <ul style="list-style-type: none"> Proposer provides three (3) references References are relevant to this project References from government agencies are preferred References are positive References recommend working with proposer </td> <td data-bbox="1419 1707 1500 1927" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td colspan="2" data-bbox="402 1927 1500 1959" style="text-align: right;">Total Points</td> <td data-bbox="1419 1927 1500 1959" style="text-align: center;">100</td> </tr> </tbody> </table>	<p><u>Proposal Quality and Approach</u></p> <ul style="list-style-type: none"> The proposal addresses all work outlined in this RFP The proposal is organized, designed well, and is easy to navigate and understand The proposal is free of grammatical and spelling errors The proposal demonstrates organization's understanding of the project and Clark County Regional Solid Waste System The proposal demonstrates the project team's availability and commitment to the project 	20	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Organization capabilities and qualifications are appropriate and beneficial to this project Organization is skilled and experienced at working on projects with multiple and diverse stakeholders Organization and project team have all licenses, certifications, permits, and other approvals required by federal, state, or local laws and regulations Organization has local staff / offices 	35	<p><u>Work History</u></p> <ul style="list-style-type: none"> Organization and project team has five (5) or more years of experience involving similar projects Work experiences are beneficial to this project 	25	<p><u>References</u></p> <ul style="list-style-type: none"> Proposer provides three (3) references References are relevant to this project References from government agencies are preferred References are positive References recommend working with proposer 	20	Total Points		100
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<p><u>References</u></p> <ul style="list-style-type: none"> Proposer provides three (3) references References are relevant to this project References from government agencies are preferred References are positive References recommend working with proposer 	20											
Total Points		100										

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	<p>Tier 2: If requested following Tier 1 review, proposers will provide an interview/demonstration to the county in a Microsoft Teams virtual meeting. A fifty (50) point system will be used for scoring the interview/demonstration, using the following criteria:</p> <table border="1" data-bbox="402 331 1500 678"> <tr> <td data-bbox="407 338 1419 436"> <p>Interview</p> <ul style="list-style-type: none"> Proposer to answer questions from county staff Responses meet committee expectations for quality, clarity, and content </td> <td data-bbox="1424 338 1495 436" style="text-align: center; vertical-align: middle;">25</td> </tr> <tr> <td data-bbox="407 443 1419 604"> <p>Demonstration</p> <ul style="list-style-type: none"> Proposer team to provide a quality demonstration/presentation to county staff The demonstration adds value and detail to the written proposal The demonstration is organized and high quality The proposer team is skilled at communications </td> <td data-bbox="1424 443 1495 604" style="text-align: center; vertical-align: middle;">25</td> </tr> <tr> <td data-bbox="407 611 1419 672" style="text-align: right;">Total Points</td> <td data-bbox="1424 611 1495 672" style="text-align: center; vertical-align: middle;">50</td> </tr> </table>	<p>Interview</p> <ul style="list-style-type: none"> Proposer to answer questions from county staff Responses meet committee expectations for quality, clarity, and content 	25	<p>Demonstration</p> <ul style="list-style-type: none"> Proposer team to provide a quality demonstration/presentation to county staff The demonstration adds value and detail to the written proposal The demonstration is organized and high quality The proposer team is skilled at communications 	25	Total Points	50
<p>Interview</p> <ul style="list-style-type: none"> Proposer to answer questions from county staff Responses meet committee expectations for quality, clarity, and content 	25						
<p>Demonstration</p> <ul style="list-style-type: none"> Proposer team to provide a quality demonstration/presentation to county staff The demonstration adds value and detail to the written proposal The demonstration is organized and high quality The proposer team is skilled at communications 	25						
Total Points	50						
<p>Section IIIB</p>	<p>Contract Award</p>						
<p>1. Consultant Selection</p>	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>						
<p>2. Contract Development</p>	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the County’s Contract for Professional Services. An example contracted is included as Attachment F: Sample Contract.</p>						
<p>3. Award Review</p>	<p>The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .</p>						
<p>4. Orientation/Kick-off Meeting</p>	<p>A project kick-off meeting will be scheduled following the contract start date.</p>						

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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

 Authorized Signature of Proposing Firm

 Date

 Printed Name

 Title

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Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Mason@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT D : MASTER SERVICE AGREEMENT

MASTER SERVICE AGREEMENT

HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services

Description: Provision of services related to Regional Solid Waste System including Regional Transfer Station Services; Transport Services, Disposal Services; Organics, Yard Debris, Hazardous Waste, and Other Specified Processing Services; Recycling Processing Center Services; and Regional Solid Waste System Capital Improvements Services.

Supplier Contract Number: N/A
 Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
 Initial Contract Period: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 360.397.8415 GCT@clark.wa.gov
Vancouver Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us
Contractor Contacts		
Program	Fiscal	Contract
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By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler _____ 08/27/24
Date
DAN SCHOOLER,
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, _____ Date
City Manager

CLARK COUNTY:

Kathleen Otto, _____ Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, _____ Date
City Attorney

Amanda Mitchellbrink _____ 08/26/24
Date
AMANDA MITCHELLBRINK,
Deputy County Prosecuting Attorney

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TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Term. The Contract shall be effective beginning September 1, 2024 at 12:00 AM, Pacific Time and ending December 31, 2032 at 11:59 PM, Pacific Time. Upon extension of any Scope of Services Attachment (Attachment A) per Exhibit A herein, County reserves the right to extend the Contract for five (5) years and eight (8) months, with the same terms and conditions or amended terms and conditions agreed upon in writing by all Parties, by service of written notice of its intention to extend the Contract or any Attachment not later than six (6) months prior to the Contract termination date.
3. Compensation. The Parties mutually agree compensation shall be according to the requirements set forth in Attachment A, which are attached hereto and incorporated herein by this reference.
4. Failure to Perform, Remedies, and Termination. The County and Vancouver expect high levels of customer service and service provision. Performance failures shall be discouraged, to the extent possible, through specific non-performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to non-performance fees and Section 4.2 details default provisions and procedures.

4.1. Non-Performance Fees.

- 4.1.1. The County and Vancouver reserve the right to make periodic, unscheduled inspection visits and/or investigations of Contractor performance to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract and following notice to the Contractor and County attempts to resolve performance issues with the Contractor, the County Program Representative may present a documented incident report to the Contractor detailing such unsatisfactory performance. The Parties agree that upon receiving such report, the Contractor shall pay the dollar amounts set forth in Attachment A, not as a penalty, but as non-performance fees for failure to satisfactorily perform its duties under this Contract.
- 4.1.2. The Parties agree that the County and Cities damages would be difficult to prove in any litigation and that the dollar amounts set forth in

Attachment A are a reasonable estimate of the damages sustained by the County and Cities as a result of the Contractor's failure to satisfactorily perform its duties under this Contract.

- 4.1.3. Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the County and Vancouver reserve the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The non-performance fee schedule set forth in the Contract shall not affect the County's or Vancouver's ability to terminate this Contract as described in Section 4.2.
- 4.1.4. Non-performance fees, if assessed during a given month, shall be invoiced in writing by the County to the Contractor. The Contractor shall be required to pay the County the invoiced amount within thirty (30) calendar days of billing, except to the extent that Contractor disputes the invoiced amounts in good faith and appeals the invoiced amounts in accordance with the paragraph below. Failure to pay non-performance fees shall be considered a breach of this Contract and shall accrue penalty charges of eight (8.0%) percent per month of the amount of any delinquent payments. Any non-performance fees collected by the County shall be deposited in the Regional Solid Waste System Fund (RSWSF) or another County fund if not approved to be deposited in the RSWSF pursuant to Attachment A.
- 4.1.5. Any non-performance fees assessed against the Contractor may be appealed by the Contractor in writing to the County Program Representative within ten (10) business days of being invoiced for assessed non-performance fees. In connection with any such appeal, the Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated. If not appealed within ten (10) business days, the Contractor waives its right to appeal the assessed non-performance fees.
- 4.1.6. The Parties must attempt to resolve an appeal of assessed non-performance fees using the Dispute Resolution procedures outlined in Exhibit A; except that in the event neither good faith negotiations nor non-binding mediation resolves the dispute, the disagreement concerning non-performance fees shall be conclusively settled by arbitration under the laws of the State of Washington, in accordance

with this section and, when not prescribed herein, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- 4.1.6.1. Contractor shall have ten (10) business days from the date of mediation to initiate the arbitration proceedings by filing a Demand for Arbitration in accordance with the applicable rules and mailing notice of the same to the County.
- 4.1.6.2. If Contractor does not initiate arbitration proceedings within the time allowed by this Section, Contractor waives its right to further contest the assessed non-performance fees.
- 4.1.6.3. The arbitration hearing shall be held in Clark County, Washington, unless all Parties agree otherwise.
- 4.1.6.4. The Contractor shall be required to pay the County the amount of assessed non-performance fees as determined appropriate within thirty (30) calendar days following resolution of the appeal.

4.2. Contract Default.

- 4.2.1. The Contractor shall be in default of this Contract if it violates any material provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:
 - 4.2.1.1. The Contractor fails to commence services or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 21;
 - 4.2.1.2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the County, Cities, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
 - 4.2.1.3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;

- 4.2.1.4. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the County and Vancouver;
 - 4.2.1.5. The Contractor fails to make any required payment to the County and Vancouver, as specified in this Contract; or
 - 4.2.1.6. The Contractor is assessed non-performance fees pursuant to Section 4.1 in excess of twenty-five thousand dollars (\$25,000) during any consecutive six (6) month period.
- 4.2.2. The County and Vancouver reserve the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the County Program Representative shall give the Contractor ten (10) business days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) business days prior written notice, the County Program Representative shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the County and Vancouver to remedy the stated reason and the efforts continue in good faith, the County Program Representative may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period or does not undertake efforts reasonably satisfactory to the County and Vancouver to remedy the stated reason, then the County Program Representative may at its option terminate this Contract effective immediately.
- 4.2.3. If the Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the County and Vancouver for noncompliance, and fails to correct the same, the County Program Representative, after the initial notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and Surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly

discontinue the services provided under this Contract. The Surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the County Program Representative has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

4.2.4. In the event that the Surety on the Contractor's performance bond fails to exercise its option within the ten (10) business day period, the County and Vancouver may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

4.2.5. The County and Vancouver shall be entitled to recover from the Contractor and the Surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the County and Vancouver. A Surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the Surety and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the Surety as would be applicable if the Contract services were to be performed by the Contractor. The County's and Vancouver's obligation to pay for such Contract services shall be subject to satisfactory performance by the Surety as well as to setoffs or recoupments for sums, if any, owed by Contractor to County and Vancouver on account of Contractor's abandonment or default and for all costs incurred by the County and Vancouver as a result of the Contractor's default.

4.2.6. If the County and Cities employees provide services to be performed by Contractor under the Contract, the actual incremental costs of County and Cities labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the Surety on the Contractor's performance bond.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County or Vancouver and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

6. Indemnification/Hold Harmless.

6.1. General.

6.1.1. Except as expressly provided in this Section, the Contractor shall at all times during the term of this Contract indemnify, hold harmless and defend the County, Vancouver, and any other City, their elected officials, officers, employees, agents, and representatives, from and against any and all losses, damages, costs, charges, expenses, judgments, liabilities (except to the extent resulting from the County's, Vancouver's or other City's negligence or willful conduct) and reasonable attorneys' fees (including those fees to establish the right to indemnification), (collectively the "losses"), to the extent directly or indirectly resulting from, arising out of, or related to one or more claims described in this Section.

6.1.2. The term "claims" as used in this Section shall mean all claims, lawsuits, causes of action, demands, damages, penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including but not limited to lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the County, Vancouver, other City, the Contractor, or any other person, and all property owned or claimed by the County, Vancouver, other City, the Contractor, any affiliate of the Contractor, or any other person), to the extent such claims are in any way connected with:

6.1.2.1. The performance or non-performance of any provision or requirement of this Contract by Contractor, its officers, employees, subcontractors, agents, or servants;

6.1.2.2. Any negligent act or omission or willful misconduct of Contractor, its officers, employees, subcontractors, agents, or servants at any of the Facilities;

6.1.2.3. The failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of Applicable Law including all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders, and all other legal requirements of federal, state, and local government

authorities and agencies having jurisdiction over the Facilities or relevant activities of the Contractor;

6.1.2.4. Any release(s) or emissions, or threatened release(s) or emissions of Solid Waste, Unacceptable Waste, or any dangerous substance by any person(s) at, onto, into, above, under, through, or from any of the Facilities subject to the limitations and conditions in Section 6.2, below; or

6.1.2.5. Defects in or damage to the Facilities caused by the Contractor, its employees, agents, or subcontractors as result of negligence or failure to maintain the Facilities in accordance with the manufacturer's instructions or schedules.

6.2. Notice to Contractor Legal Defense. In the event an action is brought against the County for which indemnity may be sought against the Contractor, the County shall promptly notify the Contractor in writing. The Contractor shall have the right to assume and control the investigation and defense including the employment of counsel and the payment of all expenses of claims against which it must provide indemnity under this Section. On demand of the County, the Contractor shall at its own cost and expense, defend and provide qualified attorneys reasonably acceptable to the County under service contracts reasonably acceptable to the County to defend the County, its officers, employees, agents, and servants against all claims subject to the Contractor's indemnity obligations.

6.3. Applicability of RCW 4.24.115. If a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then the Contractor's duty to indemnify the County or any other indemnitees (or any of their agents or employees) for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from concurrent negligence of the Contractor or the Contractor's agents or employees and the County or any other indemnitees (or any of their agents or employees) shall be limited to the extent of the Contractor's negligence.

6.4. Waiver of Industrial Insurance. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW, as respects the County and Vancouver only, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

- 6.5. Royalties; License Fees; Patents. The Contractor shall pay royalties and license fees, shall defend all suits or claims for patent infringements that may occur in the performance of this Contract and shall hold the County and Vancouver harmless from any loss on account thereof.
- 6.6. No Waiver. Except as otherwise expressly stated herein, the Parties do not under this Section waive or surrender immunity available under any federal, state, or local law. This Section shall survive termination or expiration of the Contract.
7. Wage and Hour Compliance. The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County and other Cities free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
8. Prevailing Wage.
- 8.1. To the extent any work performed by the Contractor or any subcontractors hired by the Contractor requires the payment of prevailing rates of wage pursuant to chapter 39.12 RCW, then the Contractor shall ensure that, pursuant to chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of such “public work” shall be paid not less than the applicable prevailing rate of wage.
- 8.2. In the event that Contractor or any of its subcontractors are required to pay prevailing rates of wage, Contractor shall comply, and shall cause its subcontractors to comply, with the following provisions:
- 8.2.1. Look up the prevailing rates of pay, benefit, and overtime codes from this link:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.
- 8.2.2. For prevailing wage questions, contact the Dept. of Labor and Industries at PW1@Lni.wa.gov or 360-902-5335.
- 8.2.3. Required Prevailing Wage Documents:

8.2.3.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the Contract:

8.2.3.1.1. A copy of an approved "Statement of Intent to Pay Prevailing Wages" required by RCW 39.12.040. The Contractor and all Subcontractors will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.

8.2.3.1.2. A copy of an approved "Affidavit of Prevailing Wages Paid", required by RCW 39.12.040. The Contractor will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by L&I and a copy of all the approved forms provided.

8.2.3.1.3. The Contractors and Subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.

8.2.3.1.4. The Contractor shall be responsible for any form filing fees required by L&I.

9. Payment of Taxes. The Contractor assumes full responsibility for the payment of all taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any federal, state, or local legislation that is now or may during the term of this Contract be enacted as to all persons employed and property or equipment owned or used by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and

may be promulgated in connection therewith. The extent, if any, to which the Contractor will be permitted to adjust Tip Fees for cost increases due to the imposition of or increase in the rates of taxes, fees, or surcharges is set forth in Attachment A.1 Section 18.

10. Contract Documents. The contract documents included in this Contract include:

- Master Service Agreement,
- Attachment A.1,
- Attachment A.2,
- Attachment A.3,
- and any future Attachments with accompanying Exhibits as agreed by the Parties in writing.

If there is a conflict between the provisions of these documents, the order of precedence as it relates to interpretations between the aforementioned documents is that the Master Services Agreement shall control over the Attachments.

11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.

12. Changes. The County or Vancouver may, from time to time and as permitted by the Contract, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County, Vancouver, and the Contractor, shall be in writing, signed by the Parties, and incorporated in the written amendments to the Contract.

13. Inspection of Documents; Proprietary Documents; Public Record Act. The County and Vancouver have the right to inspect books and records of Contractor which are reasonably necessary to monitor Contractor's compliance with the Contract. Within ten (10) business days of receipt of written notice from the County or Vancouver to inspect Contractor's books and records related to the performance of this Contract, Contractor and County or Vancouver shall determine a mutually agreeable date, time, and location to accommodate the request by the County or Vancouver without unreasonably interfering with Contractor's business operations. If the Contractor and County or Vancouver cannot agree on a date, time, and location within those ten

(10) business days, Contractor shall make the requested records available to the County and Vancouver at Contractor's premises located at 6601 NW Old Lower River Road, Vancouver, WA 98660 on a date and time determined by the requesting entity.

13.1. The County and Vancouver have the right to request a copy of Contractor's books and records related to the provision of services by Contractor; provided, however, that Contractor's obligation to provide financial information shall be governed by Section 2.4 of Exhibit A.

13.2. The County or Vancouver shall have a right to inspect but the Contractor shall not be required to release information that Contractor reasonably deems to be proprietary or confidential in nature; provided, that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Contractor's concerns regarding confidentiality. In the event Contractor asserts that certain information is proprietary or confidential in nature, Contractor shall identify generally the information which it deems proprietary and confidential and the reasons for its confidentiality in writing to the County or Vancouver. Each page of such information provided will be clearly marked as proprietary and confidential. The County or Vancouver will not dispute Contractor's designation of information as proprietary or confidential. The County or Vancouver will treat any information disclosed or provided for inspection by Contractor as confidential or proprietary and only disclose it to those employees, representatives, and agents of the County and Vancouver that have a need to know in order to enforce the Contract, and who agree to maintain the confidentiality of all such information, to inspect the information identified by Contractor as confidential or proprietary.

13.3. Any public record related in any way to this Contract may be subject to inspection and copying under the Washington Public Record Act, chapter [42.56](#) RCW. The County or Vancouver shall timely provide Contractor with a copy of any public record request to inspect or copy documentation/information relating to this Contract, including for public records provided to the County or Vancouver and marked as proprietary and confidential prior to allowing any inspection and/or copying as well as provide Contractor with a time frame, consistent with RCW [42.56.520](#), to provide the County or Vancouver with its written basis for nondisclosure of the requested documentation/information. In the event the County or Vancouver disagrees with Contractor's basis for nondisclosure, the County or Vancouver agrees to withhold release of the requested documentation/information in dispute for a

reasonable amount of time to allow Contractor an opportunity to file a legal action pursuant to RCW [42.56.540](#) as adopted or amended.

14. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this Contract.
16. Insurance.

16.1. General.

- 16.1.1. The Contractor shall provide, maintain and pay for from an insurance company or companies having a Best's Rating of A- VII or better, and authorized in the states of Washington and Oregon, the insurance coverage designated in this Section and shall satisfy the pollution liability coverage obligations under this Section by maintaining pollution liability insurance coverage as set forth in this Section.
- 16.1.2. Thirty (30) days before commencement of services, the Contractor shall provide the County with copies of the insurance certificate(s), required under this Section that name the County and Vancouver as an additional named insured (except the insurance required under Section 17.3.1) and designate the type and amount of insurance, class of operations covered, effective date(s) and expiration date(s). Copies of insurance policy declaration pages and specific endorsements shall be available to the County on reasonable request. In addition, each certificate shall contain substantially the following statements:
- (A) This policy is primary insurance and exclusive of any insurance carried by Clark County or Vancouver and the insurance evidenced by this certificate shall be exhausted first, even if Clark County or Vancouver has other valid and collectible insurance covering the same risk.
 - (B) Contractor shall provide at least sixty (60) days written notice of any cancellation or material reduction or alteration in coverage of any

policy required herein, such notice shall be sent to both the Clark County Director of Public Health at P.O. Box 9825, Vancouver, Washington 98666 and the City of Vancouver Director of Public Works at P.O. Box 1995, Vancouver, Washington 98668.

- (C) This policy consists only of insurance on an occurrence basis, not on a claims-made basis except the insurance required under Section 17.3.4; however, if occurrence basis policies are not available then include a statement that this policy includes tail coverage unless tail coverage becomes unavailable in the marketplace.

16.1.3. The Contractor shall maintain the insurance coverage required under this Section for the Term of the Contract. The Contractor immediately shall increase the amount of insurance required to reflect any changes in the maximum limits under the Oregon Tort Claims Act, or any other applicable tort claims act. Any such increase may be considered in Tip Fee rate setting for the subsequent year.

16.2. Replacement Insurance. In the event the Contractor fails to provide and maintain the insurance coverage required pursuant to this Section, the County and Vancouver at its discretion, may procure and maintain, at the Contractor's sole expense, insurance to the extent the County and Vancouver deems proper but not in excess of that which the Contractor is required to provide under this Section.

16.3. Designated Insurance Requirements Minimum Limits.

16.3.1. Workers' Compensation.

- (A) Workers' Compensation covering all employees who are engaged in any work under the Contract: Statutory (State/Federal)
- (B) Employers' Liability including bodily injury caused by disease: \$1,000,000

16.3.2. Commercial General Liability.

- 16.3.2.1. Bodily injury and Broad Form Property Damage and Broad Form Property Damage including Completed operations, and shall include coverage for Explosion, Collapse, and Underground: \$1,000,000 Each Occurrence

16.3.2.2. Personal Injury Limit: \$1,000,000 Each Occurrence

16.3.2.3. Products/Completed Operations Aggregate: \$2,000,000

16.3.2.4. General Aggregate: \$2,000,000

16.3.2.5. County's and Contractor's Protective Liability:

16.3.2.5.1. Bodily injury (inc. death): \$1,000,000 Each Occurrence

16.3.2.5.2. Property Damage and Broad Form Property Damage including Completed Operation that shall include coverage for Explosion, Collapse, and Underground: \$1,000,000 Each Occurrence

16.3.2.5.3. General Aggregate: \$1,000,000

16.3.3. Property Insurance including coverage for fire, floods, explosion, vandalism and Extended Coverage for the full replacement value of the Regional Transfer Station Sites including but not limited to the buildings and equipment.

16.3.4. Pollution Liability covering remediation, bodily injury and property damage to third parties resulting from sudden or gradual pollution from any Facility provided or activity performed under the Contract including but not limited to Transfer Stations, Loading Facilities, Unloading Facilities, and Disposal Site(s). The pollution policy shall cover Site Pollution, Transportation, and Non-owned Sites with minimum limits of \$10,000,000 Per Occurrence and \$20,000,000 Annual Aggregate. All subcontractors shall maintain the same pollution coverage and limits.

16.3.5. Comprehensive Automobile Liability including owned, non-owned and hired vehicles for Bodily Injury/Property Damage, Combined Single Limit: \$1,000,000

16.3.6. Contractor or the barge subcontractor shall provide proof of Protection and Indemnity covering loss of life/personal injury, damage to property or other vessels for vessels used for the Project. Coverage shall include clean-up expenses and liability to third parties for pollution damage resulting from sudden discharges in water for vessels used for the Project. The policy shall include coverage for all hazardous substances, including discharge of fuel and other hazardous materials used in the

operation or service of the vessel along with cargo. Minimum limit of \$10,000,000 Per Occurrence and \$10,000,000 Annual Aggregate. If circumstances require over the road transport of hazardous materials, Contractor shall use commercially reasonable efforts to ensure that any contractor or subcontractor carries the same coverage and limits as required in Section 16.3.4.

16.3.7. Excess/Umbrella Coverage including but not limited to General Liability, Employer's Liability, Automobile Liability and Contractor's Protective Liability: \$25,000,000 Each Occurrence; \$25,000,000 Aggregate

16.4. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to or otherwise waive subrogation against County and Vancouver, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Contractor hereby waives its own right of recovery against County and Vancouver for amounts covered by the insurance required herein to be carried, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

17. Bonding and Irrevocable Letter of Credit.

17.1. At the execution of the Contract, the Contractor shall provide and maintain for the term of the Contract, a performance bond from a bonding company, financial institution or other entity approved by the County and Vancouver and an Irrevocable Letter of Credit as required herein. Said bond shall be any other financial guarantee or type of bond that is approved by the County and Vancouver. Excluding Attachment A.3, the Contractor shall maintain the bond in an amount equal to \$2,000,000.00 and an Irrevocable Letter of Credit equal to twenty-five percent (25%) of the total revenues paid to the Contractor estimated for the initial year of the Contract for the previous year of operations for all years excluding the initial year. Excluding Attachment A.3, the bond shall be issued for a period of not less than one (1) year; the Contractor shall provide a new bond, or evidence satisfactory to the County and Vancouver of the bond's renewability, at least one hundred eighty (180) calendar days before the bond then in effect expires. For Attachment A.3, the Contractor shall maintain the bond in an amount and for a period as specified in Attachment A.3.

17.2. Any bond under this Section shall automatically terminate on the expiration of the Contract. Notwithstanding that termination, at any time within two (2) years after the date any bond terminates, the County, Vancouver, and other Cities may make a claim against the bond to compensate for the Contractor's failure to perform its obligations under the Contract. For purposes of this Section the word "bond" shall mean any bond, letter of credit or other financial guarantee referred to in this Section and provided to guarantee or provide the funds to guarantee the performance of the Contractor's obligations under this Contract. All bonds given under this Section that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The County and Vancouver must approve in writing the Surety providing, and the form and substance of, all bonds. The Contractor may satisfy the bond obligations under this Section by providing bonds from one or more bonding companies meeting the qualifications set forth in this Section.

18. Approval of Subcontractors. The Contractor shall submit to the County Program Representative for approval any subcontractor, including the names, addresses, qualifications, scope of services, and other information requested by County or Vancouver, for items and services (i) equal to or exceeding \$250,000 per year and with a contract term longer than twelve (12) months and (ii) for all items and services paid from the Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) and the Regional Solid Waste System Fund (RSWSF). The Contractor shall submit such information to County Program Representative for approval at least thirty (30) calendar days (except in an emergency) prior to the execution of a subcontract.

19. Assignment of Subcontracts. All contracts or agreements entered into by the Contractor with its subcontractors, officers, employees, and agents for performance of the Contract, including but not limited to all contracts or agreements relating to the operation or ownership of the Disposal Site and any other Facilities, shall include and be consistent with all terms and conditions of the Contract. All subcontracts shall include a clause that if the Contractor defaults in performance of the Contract and the County accepts assignment of the subcontract, the subcontractor shall recognize the County or County successor as the Contractor and the County or County successor shall have all the rights, remedies, and responsibilities of the Contractor under the relevant subcontract. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and suppliers and of the subcontractors' suppliers, employees, firms, agents, servants, or subcontractor as it is for the acts or omissions of its own employees or agents.

20. Consent and Understanding. This Contract contains a complete and integrated understanding of the Contract between the Parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all Parties.

21. Uncontrollable Circumstances.

21.1. General. The Parties agree an Uncontrollable Circumstance occurs only if an Uncontrollable Circumstance Event (i) directly and substantially affects the operations of a Facility; (ii) directly and substantially affects any Party in performing its obligations under this Contract; and (iii) the affected Party has no available Alternative Method for the services under this Contract.

The Parties agree an Uncontrollable Circumstance Event means the following:

21.1.1. riot,

21.1.2. war,

21.1.3. civil disturbance,

21.1.4. insurrection,

21.1.5. act of terrorism,

21.1.6. local impacts caused by an epidemic or pandemic including restrictions imposed by governmental authorities in response thereto,

21.1.7. landslide,

21.1.8. wildfires,

21.1.9. volcanic eruption,

21.1.10. earthquake,

21.1.11. flood,

21.1.12. FEMA declared disaster at or near a Facility,

21.1.13. simultaneous shutdowns of roadways and waterways as a result of 21.1.1 thru 21.1.12 above, or

21.1.14. Other events that are:

21.1.14.1. Similar in nature of 21.1.1 thru 21.1.12 above and meet the criteria set forth in Section 21.1; and

21.1.14.2. Approved by the County, acting reasonably, to be included as an Uncontrollable Circumstance Event.

21.1.15. The Parties agree an Uncontrollable Circumstance Event shall not include any other events other than those listed above.

21.2. Obligations In the Event of an Uncontrollable Circumstance. As soon as possible after the commencement of an Uncontrollable Circumstance Event, but not later than forty-eight (48) hours following the time a Party becomes aware that the Uncontrollable Circumstance Event is likely to cause an Uncontrollable Circumstance, the Party shall notify the other Parties in writing to the Parties' Program Representatives of the Uncontrollable Circumstance Event.

21.2.1. As promptly as possible, but not later than two (2) weeks following such written notice, the Party issuing notice of the Uncontrollable Circumstance Event shall provide to the other Parties in writing to the Parties' Program Representatives a description of (1) the Uncontrollable Circumstance Event, (2) the date the Uncontrollable Circumstance Event began and its estimated duration, and (3) the estimated impact on any Party's obligations under this Contract.

21.2.2. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the occurrence of an Uncontrollable Circumstance will not result in an automatic termination of this Contract.

21.2.3. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties may allow for the temporary suspension or modification of service for a specified time period but not longer than the duration of the Uncontrollable Circumstance. This suspension or modification will not be a breach of the Contract or result in liability for loss, damage, or delay so long as:

21.2.3.1. The affected Party has in place a contingency plan to minimize the disruption of services required under this Contract and the plan has been approved by County and the appropriate regulatory agencies;

- 21.2.3.2. The affected Party works with the other Parties at the start of the Uncontrollable Circumstance to develop and implement alternatives to minimize disruption and continue providing all possible services required under this Contract; and
- 21.2.3.3. The affected Party shall, as promptly as possible, use commercially reasonable efforts to eliminate the cause of the Uncontrollable Circumstance and reduce the costs of any alternatives.
- 21.2.4. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the Contractor shall not receive additional compensation for any such increase in the Contractor's direct costs of services resulting from such Uncontrollable Circumstance if such direct costs are less than 4% of the then current Tip Fees over a consecutive three (3)-month period.
- 21.2.5. Upon Parties mutual agreement of the occurrence of an Uncontrollable Circumstance, the Parties agree the County, Vancouver, or County successor reserves the right to purchase the Regional Transfer Station Site(s) affected by the Uncontrollable Circumstance if the any such estimated increase in the Tip Fees resulting from such Uncontrollable Circumstance is more than 25% of the then current Tip Fees over a consecutive twelve (12)-month period. Upon exercising the right to purchase, the County shall have the first right to purchase followed by Vancouver followed by County successor to purchase one or both the West Van and CTR Regional Transfer Station Site(s) for a purchase price of one dollar (\$1) per Regional Transfer Station Site, and the City of Washougal shall have the first right to purchase followed by the County followed by the County successor to purchase the Washougal Regional Transfer Station Site for the purchase price specified in that separate agreement between the Contractor and the City of Washougal (collectively, the "Purchase Option"). Notwithstanding the foregoing, the County or successor may require the Contractor to repair or rebuild those Facilities and recover the Cost of that work by means of an increase in Tip Fee.
- 21.2.6. For any Uncontrollable Circumstance which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative's satisfaction and approval, acting

reasonably, as a precedent to the Contractor's right to a compensation increase under this contract.

21.2.7. If the Parties do not mutually agree to allow for the temporary suspension or modification of service as stated above or the occurrence of an Uncontrollable Circumstance that has an estimated duration that is longer than thirty (30) calendar days, the Parties shall pursue one or more of the following courses of action:

21.2.7.1. Amend the Contract until expiration of the Uncontrollable Circumstance;

21.2.7.2. Resolve any disputes related to the Uncontrollable Circumstance in accordance with Section 2.13 Dispute Resolution; or

21.2.7.3. Terminate the Contract.

21.2.8. If the Parties mutually agree to amend the Contract until expiration of the Uncontrollable Circumstance, the Parties shall, as promptly as possible, use commercially reasonable efforts to eliminate the cause and reduce costs thereof. The Parties shall mutually agree to include recordkeeping and reporting requirements relating to the Uncontrollable Circumstance in the amendment to the Contract.

21.2.9. Upon any Party's awareness of cessation of such Uncontrollable Circumstance, such Party shall promptly notify the other Parties in writing to the Parties' Program Representatives of cessation of the Uncontrollable Circumstance.

22. Severability. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

23. Time is of the Essence. Time is of the essence in this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described herein. Time is of the essence with respect to all obligations under this Contract. The County's or Cities' failure to object to timely performance or the continued payment of compensation is not and shall not be construed as a waiver of this provision.

24. No Third-Party Beneficiaries. No provision of this Contract is intended to, nor will it be construed to, create any third-party beneficiary, or provide any rights or benefits to any person or entity other than the County, Cities, and the Contractor.

EXHIBIT A STATEMENT OF WORK

1. **Definitions.** For the purposes of the Contract and the contract documents, the following terms shall have the following meanings:
 - 1.1. **Acceptable Waste** means any materials or substances that are currently or in the future are included in the definition of “solid waste” under Applicable Law excluding Unacceptable Waste.
 - 1.2. **Administrative/Regulatory Fee** means any County-imposed fee, charge or surcharge to pay costs related to Regional Solid Waste System, including but not limited to, planning, administration, environmental improvements, Regional Transfer Stations, closure, and post-closure of previously operating facilities in the County, financing for any of those purposes or related activities.
 - 1.3. **Agreed Maximum Price (AMP)** means the agreed maximum cost of Phase Two Services to complete final design, permitting, environmental review if applicable, construction and commissioning of a specific Capital Improvement Project that is being implemented using some form of Alternative Project Delivery, including the Contractor’s contingency, negotiated support services, allowances, and all applicable taxes and fees. The AMP may be modified as agreed upon by all Parties through approved amendments or change orders.
 - 1.4. **Alternative Project Delivery (ADP)** means a project delivery method that could be led by a General Contractor – Construction Manager (GCCM) or by a Design-Build (DB) contractor pursuant to chapter 39.10 RCW, or RCW 36.58.090.
 - 1.5. **Appliances** means solid waste that is a device utilized for residential functions including but not limited to refrigerators, freezers, stoves and ranges, ovens, cook tops, dishwashers, washing machines, dryers, water heaters, air conditioners and dehumidifiers, and other residential large devices containing and not containing chlorofluorocarbons (CFCs).
 - 1.6. **Applicable Law** means all federal, state, or local statutes, rules, codes, regulations, resolutions, and ordinances that relate to or affect the County, Vancouver, other Cities, Contractor, any equipment, or properties (including any component thereof) utilized by the Contractor or the performance of any Party’s obligations hereunder.
 - 1.7. **Asbestos** means “asbestos” or “asbestos-containing waste materials,” or any successor term, as provided in 40 CFR § 61.141 (found in Chapter 1

Environmental Protection Agency Subchapter C Air Programs Part 61 National Emissions Standards for Hazardous Air Pollutants Subpart M National Emission Standard for Asbestos).

- 1.8. **Ash** means Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits.
- 1.9. **Biosolids** means “biosolids,” or any successor term, as provided in RCW 70A.226.010 and regulations promulgated thereunder.
- 1.10. **Bulky Waste** means solid waste too large to be pushed directly into the compactor and may require special handling on the tipping floor by heavy equipment.
- 1.11. **Business Day** means Monday through Friday, from 8:00 A.M., Pacific Time to 5:00 P.M., Pacific Time, and excludes Saturday, Sunday, and Washington State legal holidays.
- 1.12. **Capital Improvement Project or Project** means a facility improvement project identified by the County and Vancouver in the RSWFP.
- 1.13. **Chassis** means a Tractor-drawn trailer that conforms to the Contract and is designed for over-the-road Transport of a Container.
- 1.14. **City or Cities** means one or more incorporated cities or towns in the County that participate in the CSWMP and has a current Interlocal Agreement with the County related to use of the Regional Solid Waste System.
- 1.15. **City Representative** means the person, or a designee, designated by a City to receive notices related to this Contract.
- 1.16. **Commercial Drop Box** means a detachable steel-body container, with a capacity of 10 yards or greater, that is designed for transport of solid waste from a single customer from a single location and is transported by a commercial vehicle.
- 1.17. **Commercial Vehicle** means a self-unloading vehicle, with a capacity of 10 yards or greater, that is designed for transport of solid waste.
- 1.18. **Comprehensive Solid Waste Management Plan (CSWMP)** means the County's Comprehensive Solid Waste Management Plan adopted in accordance with chapter 70A.205 RCW.

- 1.19. **Construction, Demolition, and Land-clearing Waste** means solid waste that is dry waste that results from construction, renovation, repair, or demolition of buildings, roads, or other structures, or from land-clearing activities.
- 1.20. **Consumer Price Index (CPI)** means the Consumer Price Index computed by the United States Department of Labor, Bureau of Labor Statistics (BLS), for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area, or a successor index produced by the United States government. In the event that BLS no longer publishes the identified index, the Parties will agree to a substitute successor index.
- 1.21. **Container** means any steel-body container that conforms to the specifications of this Contract and that is designed for transport of solid waste. Containers shall be tightly sealed; shall not allow the release of solid waste, including liquids, or allow the attraction or release of vectors; shall not allow the infiltration of liquids into or leakage of leachate or other liquids or any solid waste or odors from the container; and shall be capable of withstanding the expected heavy use from handling compacted solid waste to the Disposal Site.
- 1.22. **Contaminated Soils** means any soils that are currently or in the future are included in the definition of “contaminated” under Applicable Law.
- 1.23. **Contract** and **Contract Documents** means this Contract, including attachments and exhibits, that may be amended, modified, and supplemented from time to time in writing by mutual agreement of the Parties.
- 1.24. **Contractor** means Columbia Resource Co., L.P., its successors or assigns.
- 1.25. **County** means Clark County, a political subdivision of the State of Washington, its successors or assigns.
- 1.26. **County Solid Waste Fund (Fund 4014)** means the designated County operations and administrative enterprise fund maintained by the County. All revenue received from the Administrative/Regulatory fees and the County Health Fee as adopted or amended paid to the County by the Contractor under the Contract, all Solid Waste Implementation revenue received by the County from the Washington Department of Ecology under its Local Solid Waste Financial Assistance (LSWFA) grant program or other programs intended to support regional planning, outreach, and other implementation efforts of the Regional System. This fund also collects administrative fees paid to the County from Yard Debris or Recycling Collection contracts administered by the County, the County’s allocation of the Residential Recycling Revenue (based on

volumes collected from County generators), and the Solid Waste Enforcement allocation of the Ecology LSWFA grants.

- 1.27. **Design-Bid-Build (DBB)** means a project delivery method in which the Contractor directly employs a Design Professional for the design of a Capital Improvement Project and separately employs a construction team led by a General Contractor for the construction of the Capital Improvement Project, as set forth in chapter 39.04 RCW.
- 1.28. **Design-Build (DB)** means a range of project delivery methods that are led by a General Contractor (GC) who is responsible for hiring a Design Professional and construction Subcontractors to implement a Capital Improvement Project's design and construction, as set forth in chapter 39.10 RCW.
- 1.29. **Design Documents** means the plans and specifications developed for the Contractor by a Design Professional and reviewed and accepted by the County.
- 1.30. **Design Professional** means a licensed firm or individual employed by the Contractor or by the General Contractor and approved by the County and Vancouver responsible for design of a Capital Improvement Project.
- 1.31. **Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF)** means a restricted interest-bearing fund approved by the County and established and maintained by the Contractor for the sole purpose of funding select capital improvement and maintenance explicitly authorized by Attachment A.1. Any interest earned must remain within the fund. Accessing resources from the Designated Capital Improvement and Maintenance Restricted Fund, including both contributions and any interest, requires formal written approval from the County.
- 1.32. **Designated Capital Improvement and Maintenance Restricted Fund Contribution** means the Contractor's payment to the Designated Capital Improvement and Maintenance Restricted Fund that shall be directed to the Regional Solid Waste System as explicitly authorized by Attachment A.1.
- 1.33. **Disposal or Dispose** means all work, services, or operations performed by the contractor under the Contract on or after the time that solid waste enters the boundaries of Regional Transfer Stations and until it is left or deposited at the Disposal Site.
- 1.34. **Disposal Site** means a landfill or other type of solid waste handling facility legally permitted and operated in compliance with applicable law designed to

safely dispose of any solid waste managed under this Contract and as specified in Exhibit A.1-2.

- 1.35. **Drop-off Area** means the area within the Regional Transfer Stations for use by Small Quantity Generators for delivery of Program Drop-off Materials.
- 1.36. **Electronics** means computer monitors, computer CPUs, computer laptops, televisions, and other electronics accepted under the State of Washington's E-Cycle Washington program.
- 1.37. **Facility or Facilities** means the facility or facilities including all real property and equipment owned, operated, or used by the Contractor to perform its obligations under the Contract including, but not limited to, the Regional Transfer Stations, transport facilities, Disposal Site, and any other facilities or capital equipment described in the Contract.
- 1.38. **Fee** means the rates or other charges explicitly authorized by the Contract.
- 1.39. **Final Completion** means the date established in an amendment to Attachment A.3 for a specific Capital Improvement Project for final completion of construction services for that Project.
- 1.40. **Food Waste** means "food waste", or any successor term, in RCW 70A.205.715 and regulations promulgated thereunder.
- 1.41. **Fuel Index** means the fuel index computed by the U.S. Energy Information Administration, for West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or a successor index produced by the United States government.
- 1.42. **General Contractor (GC)** means a qualified construction contractor employed by the Contractor or subcontractor and approved by the County and Vancouver responsible for construction of a Capital Improvement Project.
- 1.43. **Hazardous Waste** means any waste, material, or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

- a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
- b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
- c) is designated a "dangerous waste" or "extremely hazardous waste" by regulations adopted pursuant to chapter 70A.300 RCW or applicable Oregon law.

Certain waste that is not classified as Hazardous Waste as of the effective date of the Contract within one of subsections a) through c), above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material, or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections a) through c) above at any time during the life of this Contract.

- 1.44. **Host Fee** means a Fee charged by jurisdiction where a Facility is located.
- 1.45. **Household Hazardous Waste (HHW)** means any source-separated substance that customarily is produced or distributed for sale or used by individuals in or around a residence, is ignitable, corrosive, reactive, or toxic as defined in or contains a substance listed in 40 CFR part 261 and "Appendices". The term does not include waste produced, used, stored, or disposed by commercial, industrial, and other non-residential persons, or solid waste that is not Household Hazardous Waste as defined in regulations or guidance issued under chapter 70A.300 RCW. Household Hazardous Waste does not include waste generated by Small Quantity Generators as that term is used in chapter 70A.300 RCW.
- 1.46. **Interlocal Agreement** means any Solid Waste Interlocal Agreements entered into between the County and municipalities located within the County for the contracted disposal of Solid Waste generated within the County.
- 1.47. **Load** means the process by which, and the status of a container after which solid waste is placed inside a container or trailer and prepared for transport.

- 1.48. **Loading/Unloading Facility** means the Facility used to load or unload containers of solid waste on or off barges for transport to or from the Disposal Site and to unload empty containers on or off barges for transport to the Regional Transfer Stations.
- 1.49. **Maintenance** means any and all routine and non-routine activities, including but not limited to inspection, service, repair, renewal, and replacement, required or recommended by the manufacturer, or by industry standards of practice.
- 1.50. **Minimum Fee** means a weight-based Fee that County may require to be charged at Regional Transfer Station customers established by the County that includes a Transaction Fee plus the weight of the load up to a certain weight threshold. The Minimum Fee does not apply to loads above the weight threshold.
- 1.51. **Medical Waste** means “Medical waste”, or any successor term, in WAC 173-304-100 et seq. or successor provisions.
- 1.52. **Non-Performance Fee** means any fee, charge, or surcharge to Contractor for failure to perform services in accordance with the Contract.
- 1.53. **Notice to Proceed** means a written directive issued by the County to the Contractor to commence work on a Capital Improvement Project.
- 1.54. **Open Top Container** means any Container that is open on top and equipped with a tarp or cover system that conforms to the specifications of this Contract and is designed for trucking and barge shipment.
- 1.55. **Organic Materials** means “organic materials”, or any successor term, in RCW 70A.205.015 and regulations promulgated thereunder.
- 1.56. **Person or Persons** means any individual, firm association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity.
- 1.57. **Phase One Services** means planning, design, permitting, environmental, and cost estimating services performed by the Contractor on a Capital Improvement Project that is implemented using an Alternative Project Delivery method.
- 1.58. **Phase Two Services** means final design, pricing, and construction services performed by the Contractor on a Capital Improvement Project that is implemented using an Alternative Project Delivery method.

- 1.59. **Pre-packed Waste** means any pre-loaded waste that is marketed by the Contractor for transport from Regional Transfer Stations and has been accepted and received at Regional Transfer Stations ready for Transport.
- 1.60. **Processing Site** means a Recycling Processing Center or other type of facility permitted and operated in compliance with applicable law designed to transform or remanufacture waste materials into usable or marketable materials for use other than for landfill disposal or incineration.
- 1.61. **Program Drop-off Materials** shall include, at a minimum the material listed in Exhibit A.1-4.
- 1.62. **Program Food Waste Materials** shall include, at a minimum those food waste listed in Exhibit A.1-4.
- 1.63. **Program Organics Materials** shall include, at a minimum those organics listed in Exhibit A.1-4.
- 1.64. **Program Recyclable Materials** shall include, at a minimum those recyclables approved by the County listed in Exhibit A.1-4 and Exhibit A.2-6.
- 1.65. **Program Representative** means the one person, or a designee, designated by each of the County and Vancouver, on the one hand, and Contractor, on the other hand, to administer and monitor the provisions of this Contract.
- 1.66. **Program Yard Debris Materials** shall include, at a minimum those yard debris listed in Exhibit A.1-4.
- 1.67. **Project Amendment** means a written amendment to the Attachment A.3 that incorporates Phase One Services for a Project implemented using an Alternative Project Delivery method, or that incorporates design and/or construction services under a Design-Bid-Build delivery method.
- 1.68. **Project Criteria** means Capital Improvement Project objectives, goals, standards and other technical requirements that are defined by the County and Vancouver.
- 1.69. **Purchase Option** means the option by one or more public entity(ies) to purchase an existing or future to-be-built transfer station, whether owned by another public entity or private owner.
- 1.70. **RCW** means the Revised Code of Washington.

- 1.71. **Receive or Receiving** means all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that solid waste enters the boundaries of Regional Transfer Stations or Recycling Processing Center until the solid waste exits the boundaries of such facility pursuant to the Contract.
- 1.72. **Recovered Materials** means those materials that are either source-separated or recovered from solid waste delivered to the Transfer Stations including the Recycling Processing Center and are prepared for reuse or sale.
- 1.73. **Recycling Collection Contractor** means any person delivering Source-Separated Recyclables to the Regional Solid Waste System Facilities pursuant to a contract with the County or Cities to collect Recyclables.
- 1.74. **Recyclables** means materials that are source-separated for recycling or reuse and delivered to the Regional Solid Waste System Facilities.
- 1.75. **Recycling** means the transformation or remanufacture of solid waste into usable or marketable materials for reuse or sale rather than Disposal including but not limited to the removal of Recyclable Materials from the waste stream. Recycling shall include all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that Recyclable Materials enter the boundaries of a Facility until they are left or deposited at a Recycling Site.
- 1.76. **Recycling Processing Center** means a Facility permitted and operated in compliance with applicable law designed to transform or remanufacture waste materials into usable or marketable materials for use other than for landfill disposal or incineration.
- 1.77. **Recycling Rebate** means a rebate established by the County applied to residential customer or Small Quantity Generator customer simultaneously delivering a load of Acceptable Waste for disposal and Source-Separated Recyclables for recycling to the Drop-off Area. The Recycling Rebate may be applied towards the disposal fee (by weight) and cannot be applied towards the Transaction Fee for a single transaction.
- 1.78. **Regional Solid Waste System Facility Master Plan (RSWSFMP)** means a capital improvement planning document prepared by the County and Vancouver for Capital Improvement Projects at the Regional Transfer Stations.

- 1.79. **Regional Solid Waste System or Regional System** means the County system for collection, transportation, transfer, disposal of solid waste and processing of recyclables and other materials as described in the Plan.
- 1.80. **Regional Solid Waste System Fund (RSWSF)** means the designated County Fund 6318 and is an interest-bearing special revenue fund established and maintained by the County or County successor for the sole purpose of funding the Regional Solid Waste System explicitly authorized by Attachment A.1. Any interest earned must remain within the fund.
- 1.81. **Regional Solid Waste System Fund Contribution** means the Contractor's payment to County that shall be directed to the RSWSF as explicitly authorized by Attachment A.1.
- 1.82. **Regional Transfer Stations** means the designated transfer facilities and parcel(s) upon which the Station facilities sit and identified in the CSWMP or RSWSFMP including Central Transfer Station, West Vancouver Transfer Station and Processing Center, Washougal Transfer Station, and any additional transfer stations to be constructed for the Regional System.
- 1.83. **Regional Transfer Buildings** means the primary enclosed operations building at Regional Transfer Stations used for receiving, processing, and loading of solid waste as required under this Contract.
- 1.84. **Renewal and Replacement** means, as it pertains to Maintenance of Facilities, the removal of subject facility component material, equipment, or element and installation of an equal or better material, equipment, or element as approved by the County and Vancouver.
- 1.85. **Residual Recycling Waste** means solid waste generated during the processing of Recyclable Materials.
- 1.86. **Sealed Container** means any fully enclosed Container equipped with rear doors that conforms to the specifications of this Contract and is designed for trucking and barge shipment.
- 1.87. **Sharps** means household sharps, including medical instruments such as needles, acupuncture needles, IV tubing with needles, scalpel blades, lancets, glass tubes, and syringes that are segregated from other Accepted Waste, placed in a designated intermodal container, placed in a segregated area of the Regional Transfer Station Site.

- 1.88. **Small Quantity Generators** means “Small quantity generator”, or any successor term, in WAC 173-303-040 et seq. or successor provisions.
- 1.89. **Solid Waste** means “Solid waste”, or any successor term, under RCW 70A.205.015 and regulations promulgated thereunder.
- 1.90. **Source-Separated** means Recyclable Material that is kept separate from non-recyclable solid waste by the original generator of that solid waste.
- 1.91. **Special Handling Fee** means an additional fee for customers with waste material requiring special handling based on the resources required for proper disposal or processing, unless otherwise specified in Exhibit A.1-7.
- 1.92. **Special Waste** Special Waste means any waste (even though it may be part of a delivered load of waste), that is otherwise considered Acceptable Waste but by virtue of its unique properties, requires special handling and are collected, processed, recycled and/or disposed of separately from other Acceptable Wastes as defined and is thereby subject to special compensation as specified in Exhibit A.1-7. Special Waste includes but is not limited to:
- a) Dead animals over 200 pounds;
 - b) Tires;
 - c) Batteries;
 - d) Used motor oil and antifreeze;
 - e) Medical Waste;
 - f) Discarded or abandoned vehicles or parts thereof;
 - g) Discarded White Goods Appliances and industrial appliances;
 - h) Discarded furniture and mattresses;
 - i) Asbestos packaged and handled in accordance with applicable laws and permits;
 - j) Wastes listed under Section 1.104 e;
 - k) Municipal refuse ash and sewage sludge incinerator ash disposed in accordance with applicable laws and permits;

- l) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products, or wastes that require special approval by the Oregon Department of Environmental Quality;
 - m) Soil, water, residue, debris, or articles that are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, transport, or disposal of wastes that require special approval by the Oregon Department of Environmental Quality;
 - n) Sewage sludge dewatered in accordance with applicable state and federal regulations;
 - o) Restaurant waste grease;
 - p) Residue and debris from wastewater treatment plant operations; or
 - q) Other wastes that because of a change in applicable law may no longer be treated as Acceptable Waste but may be handled under special requirements set forth in an applicable statute, rule or permit, or as otherwise approved by the County Program Representative.
- 1.93. **State/Local Fee** means a governmentally imposed fee, tax, surcharge or similar charge on solid waste handling services, including but not limited to solid waste transportation and disposal services. The term does not include: federally imposed fees, taxes, surcharges or other charges levied equally on solid waste handling in all states; the County's Administrative/ Regulatory Fee or Fees; taxes, surcharges or other charges imposed on Waste handling by any city or county in which a Disposal Site is located; or state corporate or personal income taxes.
- 1.94. **Stormwater Management System** means the stormwater drainage collection, holding, pumping, and management system at Facilities.
- 1.95. **Subcontractor** means any entity, supplier, or other vendor contracted directly or indirectly by the Contractor to complete Work required under this Contract and shall include any General Contractor unless otherwise specified.
- 1.96. **Substantial Completion** means the date on which the Work of a Capital Improvement Project is sufficiently complete in accordance with the Supplemental Project Amendment for that Project so that the Project can be used for its intended purposes.

- 1.97. **Supplemental Project Amendment** means a written amendment to Attachment A.3, in a form mutually agreeable and executed by the County and Contractor, for a specific Capital Improvement Project that sets forth, among other things, the scope, budget, and schedule for Phase Two Services of a Capital Improvement Project implemented by an Alternative Project Delivery method.
- 1.98. **Surety** means the Person approved by the County that provides a performance bond, letter of credit, or other similar instrument required under the Contract guaranteeing or providing funds to guarantee performance of the Contractor's obligations under the Contract.
- 1.99. **Surface Water Management System** means the surface drainage collection, holding, pumping, and management system at Facilities. Surface Water Management System and Stormwater Management System are used interchangeably.
- 1.100. **Tires** mean any commercial or passenger vehicle tire on or off rim.
- 1.101. **Trailer** means any steel-body container, closed-top or open-top, equipped with axle sets and licensed for use on public roadways that conforms to the specifications of this Contract and that is designed for transport of loaded solid waste.
- 1.102. **Transaction Fee** means the Contractor collected and retained payment for each qualified transaction at a Regional Transfer Station except as excluded in Exhibit A.1-7.
- 1.103. **Transfer Station Services** means operation, including but not limited to loading solid waste into containers, services Drop-off Areas, and hauling waste to the Transport Facilities, of the Regional Transfer Stations and maintenance of the Regional Transfer Stations.
- 1.104. **Transport, Transport Services, or Transporting** means all work, services, or operations performed by the Contractor pursuant to this Contract on or after the time that solid waste exits the boundaries of Regional Transfer Stations until the solid waste enters the boundaries of the Disposal Site pursuant to the Contract.
- 1.105. **Unacceptable Waste** means solid waste that is not acceptable for management at Regional Transfer Stations or disposal at Disposal Site based on applicable law or by written notice by County Program Representative. Unacceptable Waste shall include:

- a) Hazardous Waste;
 - b) Substances or materials used for fertilizer or other agricultural purposes including but not limited to crop production or raising fowl or animals;
 - c) Septic tank pumpings;
 - d) Other wastes prohibited from Disposal at the designated Disposal Site by Applicable Law including but not limited to permit or permit condition; or
 - e) Acceptable Waste that because of its size, weight, or shape, cannot be handled by Regional Transfer Station or Transport Facilities including but not limited to concrete, rocks or stumps over three feet in diameter, construction debris (large structural timber or steel), or other materials designated by the County.
- 1.106. **Unsecured Load** means a load of solid waste that has not been securely fastened, covered, or both to prevent the covering or any part of the load from becoming loose, detached, or leaving the vehicle while the vehicle is moving.
- 1.107. **Unsecured Load Fee** means a fee or surcharge for litter control applied to an Unsecured Load delivered by a customer to a staffed Regional Transfer Station Site and pursuant to applicable Washington State law, such as RCW 46.61.655 and RCW 70A.200.120 as adopted or amended.
- 1.108. **Vancouver** means the City of Vancouver, a Charter City of the First Class and a municipal corporation of the State of Washington, and its successors or assigns.
- 1.109. **WAC** means the Washington Administrative Code.
- 1.110. **Wood Waste** means “Wood waste”, or any successor term, in WAC 173-304-100 et seq. or successor provisions.
- 1.111. **Work** means all design, construction, and other services required by Attachment A.3, including, as context indicates, the management of design, construction procurement, and furnishment of all materials, equipment, services, and labor reasonably necessary to fulfill its obligations under the Contract.
- 1.112. **Work Product** means the drawings, specifications, cost estimates, schedules, and other planning, design, and construction documents (including record drawings) provided to the County and Vancouver by the Contractor for a Capital Improvement Project.

1.113. **Yard Debris** means “Yard debris”, or any successor term, in RCW 70A.205.015 and regulations promulgated thereunder.

2. **Mandatory/Minimum Requirements**

The Parties agree the following are mandatory/minimum requirements for the Contract. If mutually agreed to by all Parties hereto, the Parties may agree additional and/or more stringent requirements may be set-forth in the Contract Documents including but not limited to the Attachments.

2.1 **Quality of Performance.** The Contractor and its officers, employees, agents, and Subcontractors shall perform every act or service to be performed under the Contract in a timely, skillful, and competent manner in accordance with the terms of this Contract and the standards of the transportation, solid waste, and recycling industry at the time the services are performed. The Contractor shall provide courteous customer service. The Contractor shall comply with all applicable health, safety, and environmental regulatory requirements. The Contractor shall be responsible to the County and Vancouver for any errors, deficiencies, or failures of the Contractor to perform in accordance with the Contract.

2.2 **Facilities and Personnel Minimum Requirements.** The Contractor warrants that the Facilities and personnel used in the performance of the Contract shall conform to the requirements of the Contract and the requirements of applicable law. The Contractor shall operate all Facilities in a safe and efficient manner. The Contractor shall supply and maintain all Facilities, including equipment, in reasonably good quality and condition (reasonable wear and tear excepted) and in sufficient quantities to facilitate the successful performance of the Contract. The Contractor shall control access to all Facilities in order to control access, prevent unauthorized traffic, eliminate illegal dumping, and other similar issues. The Contractor shall have sufficient skillful and competent personnel on-site at all Facilities during hours of operation. If any personnel are, in the opinion of Program Representative, incompetent, disorderly, or otherwise unsatisfactory, the Program Representative shall promptly document the conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. If the conduct that is in the subject of a complaint is repeated, the Program Representative may require that the person be prohibited from performing any additional work under this Contract.

2.3 **Permits Minimum Requirements.** Unless otherwise provided in the Contract, the Contractor shall obtain, maintain, and pay for, at the Contractor’s sole

expense, all permits required by law for its operations and activities under this Contract; provided, however, that the cost of building permits contemplated pursuant to Attachment A.3 shall be paid using the funds set aside in the DCIMRF and/or RSWSF. Permits shall include temporary and/or permanent governmental authorizations, approvals, licenses, certificates, inspection fees, surcharges, or other approvals required for the performance of this Contract. The Contractor shall provide to the County a list of all permits required for this Contract designating the issuing agency and the permits' respective dates of issuance and expiration, copies of all current permits, and the Contractor's schedule for obtaining or renewing all permits required during the term of the Contract. The Contractor shall be liable for all fines or civil penalties that may be imposed by any regulatory agency for the Contractor-caused violations of permits, laws, or regulations. Neither the County nor Vancouver shall be liable for and shall not reimburse the Contractor for payment of those fines or civil penalties. Nothing herein is intended to restrict the Contractor's right to contest any fine in an administrative proceeding or in court.

2.4 Recordkeeping and Reporting Minimum Requirements. The Contractor shall keep accurate records of those matters required to be reported pursuant to Attachments, which reports shall be provided directly to the County and Vancouver in accordance with the provisions of this Contract and the applicable Attachments hereto. Except for non-GAAP reports, statements and/or other information requested by the County or Vancouver or otherwise required by this Contract, the Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract. Contractor accounting records will be in a format that allows the County or Vancouver to review revenues and expenditures generated by each transfer facility and/or by business lines (MSW, Special Waste etc.) For purposes of this Contract, accounting records for each facility are to be maintained as individual facilities. The Contractor shall provide open book financial reporting for all items and services funded by the DCIMRF or RSWSF. Any other financial information of the Contractor requested by the County or Vancouver shall be provided to an independent third party, including the Washington State Auditor's Office, at whose facilities the County or Vancouver may review such financial information; provided, however, that the County or Vancouver shall not be permitted to make copies of such other financial information except as otherwise provided for in Section 13 of the Master Service Agreement.

2.5 Vectors and Pests, Spillage, Leakage, Litter and Odor, and Other Nuisances Minimum Requirements.

- 2.5.1 **Vectors and Pests.** The Contractor shall ensure the provision of services and operations in connection to this Contract shall be in a manner as to prevent vectors and pests including but not limited to coyotes, cats, possums, racoons, rodents, birds, and insects. The Contractor shall take reasonable steps to mitigate vectors and pests. The Contractor shall retain a vector and pest control contractor to develop and implement an Integrated Pest Management approach to control vectors. The Contractor shall take reasonable steps to prevent vectors and pests including but not limited to use of a vector and pest control contractor that services each Facility site on a regular basis, prohibit storage of materials, excluding recovered materials, outside of containers for lengthy periods (more than 24 hours).
- 2.5.2 **Spillage and Leakage.** The Contractor shall immediately clean up any spillage or leakage including leakage of fluids spilled from the Contractor's equipment, spillage of materials by the Contractor's employees or subcontractors, or any other spillage or leakage caused by the provision of services or operations in connection to this Contract. The Contractor shall maintain spill response kits at each facility. If a spill or leak occurs, the Contractor shall utilize absorbents to prevent the released substance from entering the surface water runoff collection system or the sanitary sewer system. The Contractor shall dispose of used absorbents properly, depending upon the composition of the spill.
- 2.5.3 **Litter.** The Contractor shall routinely, in a timely manner, pick up any litter caused by the provision of services or operations in connection to this Contract including but not limited to litter around facility buildings, facility areas, the site fence, parking areas, entrance gates, on-site roadways, and along the main transportation routes. The Contractor shall not allow litter to accumulate at the facility. The Contractor shall take reasonable steps to ensure all materials shall be contained, covered, and enclosed so that blowing of material or litter does not occur. The Contractor shall maintain Regional Transfer Station Building and Materials Recovery Building enclosed in a manner to prevent the release of material or litter outside of building or onto neighboring public property or private property with written approval from private property owner. To the extent open-topped Trailer Trailers are used, the Contractor shall tarp all open-topped Transfer Trailers prior to leaving the Facility and when Transfer Trailers

containing any materials are parked outside the Transfer Station Building. The Contractor shall conduct a daily litter cleanup at all Transfer Station sites each working day and consistent with Facility operations plan.

2.5.4 **Odor.** The Contractor shall maintain the Facilities and equipment found in the County in a manner that minimizes odors.

2.5.5 **Other Nuisances.** The Contractor shall ensure the provision of services or operations in connection to this Contract shall take reasonable measures to prevent nuisances, such as but not limited to vectors, spillage and leakage, litter, odor, noise, or other nuisances. The Contractor must immediately address and shall, in a timely manner, resolve any nuisance complaints made by the County, Vancouver, other Cities, and/or the public.

2.6 **Facility Capacity.** For any Regional Transfer Station operating in excess of daily capacity per Applicable Law, the Contractor shall at a minimum manage the daily capacity of solid waste generated in the County and implement reasonable measures to manage excess solid waste generated in the County. For all other Facilities, the Contractor shall manage all solid waste generated in the County. The Parties shall work cooperatively to implement reasonable measures to maximize queuing areas at each Facility to minimize the queuing of vehicles off the Facility Site, including but not limited to roadways.

2.7 **Right to Inspection and Entry.** Excluding as otherwise stated herein, the County and Vancouver shall have access to Facilities at all times, without cost and be granted without prior notification. The County and Vancouver shall have access to all books, records, electronic files, data, and documents related to this Contract. Such access to all books, records, electronic files, data, and documents related to this Contract shall, at all times, be without cost and be granted with reasonable prior notification; provided, however, that such review shall be conducted in accordance with all Attachments. The County shall have access to inspect the Regional Transfer Station Sites, Loading Facilities and Disposal Sites, and other property and equipment associated with the Contractor's operations, and to observe the Contractor's compliance with the provisions of the Contract. Such access shall, at all times, be without costs and be granted without prior notification. All inspections and observations shall be conducted in a manner to minimize interference with the Contractor's operations.

2.8 Not a Put or Pay Contract. The Parties agree this is not a “put or pay” contract. The Parties agree there is no minimum tonnage that is required to deliver to Contractor under this Contract.

2.9 Compensation. Compensation for the Contractor’s services will be as stated in Attachments A.

2.10 County and Cities Right to Establish Diversion Programs. The Parties agree that the County and Cities reserve the right to establish diversion programs. The Contractor agrees that nothing contained in this Contract shall be construed to prevent the County, Cities and/or other persons from establishing diversion programs that recycles, composts, or otherwise diverts all or a portion of solid waste that would have otherwise been delivered to Facilities under this Contract.

2.11 County and Cities Right to Award Other Contracts. The Contractor, the County and Vancouver agree that the County, Vancouver, and other Cities reserve the right to grant other contracts for the Solid Waste services and Recycling services, so long as those contracts do not conflict with the obligations to the Contractor under this Contract. The Contractor shall cooperate with other firms, contractors, or subcontractors engaged by the County, Vancouver, and other Cities, and with County and/or City municipal, contracted, or franchised haulers so that any project and the CSWMP may be implemented in the most efficient and timely manner, without interfering with work on related projects.

2.12 Successors and Assignment. The terms, provisions, and conditions of this Contract shall extend to, be binding upon, and inure to the benefit of the Parties, their respective successors, permitted assigns, and legal representatives. No Party may make any assignment or other transfer of the rights and/or obligations under this Contract without the prior written consent of the other Parties hereto, such approval to not be unreasonably withheld. In the instance of any assignment permitted hereunder, the assignor shall be released from further liability hereunder only upon the execution of an assignment and assumption document reasonably acceptable to the other Parties. Any assignment or other transfer in contravention of the terms and provisions of this Contract shall be void and of no force or effect.

2.13 DISPUTE RESOLUTION

2.13.1 Dispute Resolution Process. All claims, disputes, and other matters in question between the County, Vancouver, and the Contractor arising out of, or relating to, this Contract (except those matters specifically

identified in Section 2.13.6 as Major Disputes) shall be resolved in accordance with the following procedure: (A) negotiation, followed by (B) mediation, followed by (C) reference to the Independent Panel or, in the event of a Major Disputes, judicial resolution. During any dispute process, the timeframes herein may be modified as needed by written agreement of the parties without the need for a formal amendment of this Contract.

2.13.2 **Negotiation.**

- (A) The County, Vancouver, and the Contractor acknowledge the benefits of resolving, and attempting to resolve, all disputes by negotiation between themselves, without resort to any third parties, and agree therefore to negotiate in good faith to resolve all disputes before invoking any other method of dispute resolution as provided for in this Contract, provided, however, that the period of time for good faith negotiations shall not exceed thirty (30) days, unless a longer period is agreed to in writing by the parties.
- (B) In the event any dispute cannot be resolved within the thirty (30)-day period provided for negotiations, any party may serve upon any other party a Dispute Notice. Service of a Dispute Notice by Parties is a condition to the initiation of additional dispute resolution procedures under this Contract. A Dispute Notice shall describe the claim, dispute, or matter in question in detail sufficient to inform the mediator or Independent Panel of the relevant facts, issues and concerns, and describe the relief requested.

2.13.3 **Mediation.** Within seven (7) days of the service of a Dispute Notice, the parties shall by agreement select and designate a trained mediator to serve as a mediator in the dispute. If the parties cannot agree on the selection of a mediator, either party may request that the American Arbitration Association administer the mediation and select a mediator under its Commercial Mediation Procedures. The mediator so designated shall fix a time and place for the mediation, which date shall not be later than fourteen (14) days from the date the mediator was selected, unless the mediator's schedule cannot accommodate fourteen (14) days, in which case the mediation shall be schedule as soon thereafter but in no event more than thirty (30) days after the mediator is selected. The mediator shall give the parties at least five (5) business days written notice of the initial mediation session.

The mediator shall meet with the parties until either (A) the dispute is resolved or (B) the mediator or any party decides that further meetings will not likely result in a resolution by agreement. All costs and expenses incurred at mediation shall be shared equally between the County, Vancouver, and the Contractor.

2.13.4 Independent Panel. The parties agree to establish, within forty-five (45) days after issuance of any Dispute Notice or fifteen (15) days after the conclusion of any mediation, whichever date is later, an Independent Panel to arbitrate all disputes which the parties have been unable to resolve by negotiation and mediation. In the event of any dispute between the parties which the parties cannot otherwise resolve, either party may invoke the services of the Independent Panel by giving written notice to the other of its intent to invoke the Independent Panel. The Independent Panel shall consist of three (3) members chosen by agreement of the County, Vancouver, and the Contractor. Should the parties be unable to agree on all three, each party shall select one member and those two members shall select the third member. The Independent Panel shall consist of persons with expertise and experience in the operation of private or public solid waste transfer systems. It is intended that the members of the Independent Panel shall have expertise regarding the subjects raised by the Dispute Notice. All costs and expenses incurred by the Independent Panel in the performance of its duties and responsibilities shall be shared equally between the County, Vancouver, and the Contractor.

2.13.5 Independent Panel Arbitration. In the event the dispute is not resolved by mediation, the dispute may be referred to the Independent Panel for arbitration by its three (3) members. The Independent Panel shall set a hearing date at the earliest agreeable time.

The Independent Panel shall conduct itself in accordance with the Federal Rules of Evidence and Rules of the American Arbitration Association. The Independent Panel shall render its decision regarding the dispute within thirty (30) days of the notice of referral, unless the Independent Panel shall determine that additional time is necessary. In all matters other than Major Disputes, the decision of the Independent Panel in the matter shall be final and binding on the parties, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

2.13.6 **Judicial Review.** The parties acknowledge that there may be certain disputes that are of sufficient magnitude or involve matters of sufficient public interest such that they should be resolved in the public forums provided by the state or courts of Clark County, Washington having appropriate jurisdiction (“Major Disputes”). The parties shall first attempt to resolve Major Disputes by negotiation and mediation unless the parties agree that the nature of the dispute or other matters justify direct access to the courts. Major Disputes shall include but are not limited to (a) those in which the actual amount in controversy exceeds \$250,000, (b) disputes in which matters of public concern or interest (such as public health or safety) provide a reason for resolution of the dispute in a public forum, (c) disagreements arising from legal interpretation of this Contract or applicable laws, and (d) any alleged breach or violation of this Contract that may entitle the County or Vancouver to terminate this Contract. If there is a dispute regarding whether a dispute is a Major Dispute under this subparagraph, that matter shall be resolved by the Independent Panel.

3. Scope of Work

3.1 **Regional Solid Waste System Transfer Station Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Debris, Hazardous Waste, and other specified Processing Services.** The Contractor shall perform Regional Solid Waste System Transfer Services, Transport Services, Solid Waste Disposal Services, and specified Recycling Services as set forth in Attachment A.1.

3.2 **Recycling Processing Center Services.** The Contractor shall perform Recycling Processing Center Services as set forth in Attachment A.2.

3.3 **Regional Solid Waste System Capital Improvements Services.** The Contractor shall perform Regional Solid Waste System Capital Improvements Services as set forth in Attachment A.3.

3.4 **Other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Debris, Hazardous Waste, and Other Material Processing Services; and Regional Solid Waste System Capital Improvements.** The Parties may agree to amend the Contract to include other Regional Solid Waste System Transfer Services; Transport Services, Solid Waste Disposal Services; Recycling, Organics, Yard Debris, Hazardous Waste, and Other Material

Processing Services; and Regional Solid Waste System Capital Improvements in addition to the services to be performed under Attachment A.1, A.2 and A.3.

MASTER SERVICE AGREEMENT

ATTACHMENT A.1

HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services

Description: Regional Solid Waste System Transfer Station Services, Transport Services, Solid Waste Disposal Services, and Organics, Yard Debris, Hazardous Waste, and Other Specified Processing Services

Supplier Contract Number: N/A
Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
MSA Contract Period: September 1, 2024 - December 31, 2032
Attachment A.1 Term: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
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Program	Fiscal	Contract
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Contractor Contacts		
Program	Fiscal	Contract
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By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler _____ 08/27/24
Date
DAN SCHOOLER,
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, _____ Date
City Manager

CLARK COUNTY:

Kathleen Otto, _____ Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, _____ Date
City Attorney

Amanda Mitchellbrink _____ 08/26/24
Date
Amanda Mitchellbrink,
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

- 1.1. **Initial Term.** This Contract shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on December 31, 2032 at 11:59 PM, Pacific Time. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the initial term pursuant to the Master Services Agreement Terms and Conditions Section 4 and Uncontrollable Circumstance Section 21.
- 1.2. **Conditional Extension Term.** Irrespective of the ownership per Section 14, the County or County successor shall extend this Attachment A.1 upon substantial compliance with the Contract, including but not limited to meeting performance requirements herein, for an additional five (5) year and eight (8) months term commencing on January 1, 2033 at 12:00 AM, Pacific Time and shall terminate on August 31, 2038 at 11:59 PM, Pacific Time or the Parties may mutually agree to terminate this Attachment A.1 and the County or County successor may re-procure services. The Parties shall provide written notice of agreement to extend Attachment A.1 no later than one (1) calendar year prior to the termination of the then current term. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. REGIONAL TRANSFER STATION SERVICES

- 2.1. **Regional Transfer Station Service Hours of Operation.** The Contractor shall provide Regional Transfer Station Services in compliance with the Conditional Use Permit, Operations Plan and zoning for each Regional Transfer Station except when approved in writing by the County Program Representative and excluding holidays per this Section 2.1.2.
- 2.1.1. **Conditional Use Permit as to Hours of Operation.** To the extent a current Conditional Use Permit for any Regional Transfer Station does not allow the hours of operation contemplated by this Contract (including this Section 2.1 and Section 2.4.1), the Contractor shall within thirty (30) calendar days following the effective date of this Contract submit necessary documentation to amend such Conditional Use Permit to the applicable jurisdiction and shall complete such amendment within a reasonable period of time. In the event the applicable jurisdiction does not grant the amendment to such Conditional Use Permit, the Parties agree that the failure to amend such Conditional Use Permit shall not constitute a breach or violation of this Contract, provided that such failure to amend is not caused by the Contractor's failure to respond to or comply with a reasonable request or condition of the applicable jurisdiction.

2.1.2. **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor shall observe all of the above-mentioned holidays by suspension of Regional Transfer Station Services on a holiday.

2.2. **Security of Regional Transfer Stations.** The Contractor is solely responsible for securing the Regional Transfer Station sites twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Contractor shall secure Regional Transfer Station sites during and after hours of operation such that no unauthorized entry is allowed. The Contractor shall surround Regional Transfer Station sites with a woven metal, masonry, or other fence of at least 6-foot height with lockable gates, to provide visual screening and security and such must be reasonably approved by the County Program Representative.

2.3. **Fire Protection and Life Safety of Regional Transfer Stations.** Within three (3) months following execution of the Contract and/or following completion of any significant facility modifications or for changes in existing operational procedures (regarding Hazardous Waste), the Contractor shall: submit to the Fire Marshal (of the Authority Having Jurisdiction) a comprehensive fire safety analysis that addresses the fire hazards of the facility and develops specific recommendations regarding fire hazards, facility operations, emergency response, fire watch protocols, fire detection systems, and fire protection systems. The analysis shall address the requirements of all applicable codes/standards and is subject to Fire Marshal (of the Authority Having Jurisdiction) approval. The fire safety analysis shall include but is not limited to these sections:

2.3.1. Fire Emergency Response Plan including: a site plan, water supply/fire hydrants, emergency access/security gates, fire lanes, fire department aerial road access locations, Knox box locations, building layout with access doors, locations of the fire sprinkler riser room and fire alarm panel location.

2.3.2. Shall cross-reference or incorporate elements of the Regional Transfer Station Operations Plan which shall detail site locations and procedures for proper storage of hazardous materials, battery collection/recycling, fire separation walls, emergency lighting, fire detection/fire watch, etc.

2.3.3. Shall establish a policy and procedures for a fire watch during and after hours of operation and fire watch protocol, which includes but is not limited to staffing and/or remote monitoring and alarm technology which must be approved by the jurisdictional Fire Marshal.

2.3.4. Shall establish a policy and procedure for off-spec or unique waste, and for vigilance in maintaining the inventory that can be protected by the fire protection system as designed and maintaining required separation of fire susceptible materials.

- 2.3.5. Demonstrate employee emergency response training, notification and evacuation planning procedures, maintain records of employee training.
- 2.3.6. Demonstrate compliance with Washington State Fire/Building Code, related national standards and local ordinances/development review standards.
- 2.3.7. Demonstrate compliance with NFPA 25 and NFPA 72 Inspection, Testing and Maintenance (ITM) reports for all fire protection systems on site.

2.4. **Delivery of Materials.**

- 2.4.1. **Delivery of Solid Waste Generated in the County and Cities to Regional Transfer Stations.** The Contractor shall accept all Solid Waste generated in the County and Cities delivered to any Regional Transfer Station. The County and Vancouver shall deliver all Solid Waste generated in the County and Vancouver and collected by County and Vancouver municipal, contracted, or franchised hauler to the Regional Transfer Stations. The County shall require any City served by the CSWMP to deliver all Solid Waste generated in such City and collected by such City's municipal, contracted, or franchised hauler to the Regional Transfer Stations.
- 2.4.2. **Delivery of Materials from Other Sources to Regional Transfer Stations.** The Contractor may accept materials generated from other sources and delivered to any Regional Transfer Station which is not included in Section 2.4.1 with prior written approval of the County Program Representative and subject to the written negotiated terms between the Parties. The Contractor shall not accept materials generated from sources and delivered to any Regional Transfer Station that is not included in Section 2.4.1 without prior written approval of the County Program Representative and compliance with the written negotiated terms between the Parties.

2.5. **Receiving Services.**

- 2.5.1. **Receiving Service Hours of Operation.** Except as otherwise provided herein, the Contractor shall accept all materials delivered to Regional Transfer Stations during Receiving services hours of operation.
 - 2.5.1.1. **Materials Other Than Household Hazardous Waste.** Excluding Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Regional Transfer Stations, excluding Washougal Regional Transfer Station, shall be from 6:00 A.M. to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday, and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday at both Central

Regional Transfer Station and West Van Regional Transfer Station, and from 8:00 A.M. to 4:00 P.M., Pacific Time on Sunday at Central Regional Transfer Station. Excluding Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Washougal Regional Transfer Station shall be from 7:00 A.M. to 5:00 P.M., Pacific Time on Wednesday and Friday and from 8:00 A.M. to 4:00 P.M., Pacific Time on Saturday.

2.5.1.2. **Household Hazardous Waste.** For Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Regional Transfer Stations, excluding Washougal Regional Transfer Station, shall be from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday, Saturday, and Sunday at Central Regional Transfer Station and from 8:00 A.M. to 4:00 P.M., Pacific Time on Friday and Saturday at West Van Regional Transfer Station. For Household Hazardous Waste, the Parties agree that the Receiving services hours of operation at Washougal Regional Transfer Station shall be 8:00 A.M. to 4:00 P.M., Pacific Time on the first and third Saturday of every month.

2.5.2. **Modification of Receiving Service Hours of Operation.** The County, with input from Vancouver and other Cities, reserves the right to modify the Receiving services hours of operation, including days of operation, if the Parties agree, including agreement to any changes in Receiving services, changes or implementation of Fees, or other agreed upon terms pursuant to Section 18.4.4 and Section 20.

2.5.3. **Inclement Weather or Other Unforeseen Circumstance.** In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the Parties shall work cooperatively to shorten or extend the Receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for any or all Regional Transfer Stations. If the Parties agree to shorten or extend the Receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for any or all Regional Transfer Stations, the Contractor shall provide prompt written notice to County Program Representative and City Representatives of any changes to Receiving services hours of operation for any or all Regional Transfer Stations.

2.5.4. **Location of Receiving Services.** Excluding Program Drop-off Materials, Yard Debris, Hazardous Waste, and other material delivered for processing, the Contractor shall accept all Solid Waste and Organics inside the Regional Transfer Station Buildings. For Program Drop-off Materials, the Contractor shall accept such Program Drop-off Materials,

Yard Debris, Hazardous Waste, and other material delivered for processing at the designated areas per the approved Facility Operations Plan.

- 2.5.5. **Priority Access.** The Contractor shall provide priority access at Regional Transfer Stations to the County and Cities municipal, contracted or franchised hauler or department. Priority access means that the Contractor shall always provide service to the County and Cities municipal, contracted, or franchised hauler or department prior to all other Persons delivering materials.
- 2.5.6. **Vehicle Wait and Turnaround Time.** The Parties understand and agree vehicle wait and turnaround time impacts the operations of the Regional System. Therefore, the Parties shall work cooperatively to minimize vehicle wait and turnaround time. The Parties shall use reasonable efforts to achieve average times on site of no more than the average times referred to in Sections 2.5.6.1 and 2.5.6.2. The Parties agree the average vehicle turnaround times set forth herein may be adjusted by mutual agreement upon implementation of capital improvements to Regional Transfer Station sites.
- 2.5.6.1. **Commercial Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than twenty (20) minutes from the time the inbound commercial vehicle leaves the scalehouse and the time such commercial vehicle returns to the scalehouse including any time spent in the outbound scale house queue.
- 2.5.6.2. **Other Customers Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than thirty (30) minutes from the time the inbound non-commercial vehicle leaves the scalehouse and the time the non-commercial vehicle returns to the scalehouse including any time spent in the outbound scale house queue.
- 2.5.7. **Minimum Annual Recycling Requirement.** The Contractor shall use commercially reasonable efforts to recycle a minimum of ten percent Waste delivered to Regional Transfer Stations. The County and Vancouver reserve the right to prioritize materials to be targeted for the minimum annual recycling requirement (“MARR”). The Contractor shall calculate based on the inbound tonnage delivered to Regional Transfer Stations and the outbound tonnage from Regional Transfer Stations for Transport to Disposal Sites. The MARR will be reported annually and in accordance with Exhibit A.1-1.
- 2.5.8. **Inspection of Loads.** As part of Receiving services, the Contractor shall inspect in accordance with this Section the contents of all loads of

material delivered to Regional Transfer Stations to confirm such material does not contain Unacceptable Waste.

2.5.8.1. **Timing of Inspection of Loads.** The Contractor shall conduct inspections while a route vehicle or Person is unloading material at the Regional Transfer Station and prior to such route vehicle or Person leaving the Regional Transfer Station. The County Program Representative or City Representative for where such material was generated may be present to observe any inspection and may at its sole discretion and cost also inspect such material delivered to the Regional Transfer Station. If the County Program Representative or the City Representative for where such material was generated is not present, the Contractor shall notify the County Program Representative or City Representative for where such material was generated of the presence of Unacceptable Waste promptly upon discovery.

2.5.8.2. **Rejection of Material.** If the Contractor rejects any material, the Contractor shall provide the Person delivering such material with education as to the proper handling and management of such materials at the time such material is rejected. If the Contractor discovers Unacceptable Waste prior to delivering Person leaving the Regional Transfer Station, the Contractor may reject the material or return the Unacceptable Waste to such Person if deemed safe due to the nature of the material. If return to such Person is deemed unsafe due to the nature of the material, the Contractor shall coordinate for the safe management of the Unacceptable Waste and seek reimbursement from such Person for the actual reasonable cost of that disposal. The Contractor shall gather information and evidence, including photographs of any and all Unacceptable Waste and report to City Representative for where such material was generated, the County Program Representative and Vancouver Program Representative.

2.5.9. **Ownership of Materials.** Excluding rejected material in accordance with Section 2.5.8.2, ownership of the materials within a load shall remain with the Person delivering such material while the Person is at the Regional Transfer Station Site and shall pass to the Contractor immediately upon such Person leaving the Regional Transfer Station Site.

2.6. Transport Services.

2.6.1. **Preparation for Transport.** The Contractor shall prepare all material received at the Regional Transfer Stations in accordance with each

Facility's Operations Plan, prepared and submitted by Contractor to County Program Representative and approved by County Program Representative.

2.6.2. **Transport Destination.** The Contractor shall Transport all material received at Regional Transfer Stations to the designated Disposal Sites and designated Processing Sites, specified in Exhibit A.1-2, unless an alternative is required per the Contract or approved in writing by the County Program Representative and Vancouver Program Representative.

2.6.3. **Minimum Transport Equipment Requirements, Annual Adjustment and Condition.** The Contractor shall be solely responsible for any and all costs in the provision of transport equipment in sufficient quantities and condition to facilitate the successful performance of the Contract except as specified herein. The Contractor shall comply with the minimum transport equipment requirements and annual adjustment specified in Exhibit A.1-3. The Contractor shall store the Containers required by the minimum transport equipment requirements at one or more locations in Clark County.

2.6.3.1. **Initial Year Minimum Transport Equipment Requirements.** The Contractor shall comply with the minimum transport equipment requirements specified in Exhibit A.1-3. The Contractor shall acquire any and all additional transport equipment to comply with the minimum transport equipment requirements specified in Exhibit A.1-3 within three months of execution of the Contract unless the Contractor provides reasonable justification for not meeting the timeframe and justification for a longer period is agreed to in writing by the Parties.

2.6.3.2. **Annual Adjustment to Minimum Transport Equipment Requirements.** The Parties agree the minimum transport equipment requirements shall be increased annually based on any increase in Solid Waste outbound tonnages accepted from the prior July 1st to June 30th. The Parties agree the minimum transport equipment requirements shall not be decreased unless approved by the County in its sole discretion. The Parties also agree the Contractor will account for obsolete containers and ensure that minimum transport equipment requirements are not reduced by attrition each year and that the minimum transport equipment and containers shall be dedicated for the exclusive use by the Regional Solid Waste System serving the County, Vancouver, and cities during the term of the agreement and any extension thereof. For calendar year 2025 and onward, the Contractor shall acquire any and all

additional new transport equipment to comply with the minimum transport equipment adjustments specified in Exhibit A.1-3 on or before April 1st unless the Contractor provides reasonable justification for not meeting the timeframe and justification for a longer period is agreed to in writing by the Parties. The Parties agree that the Contractor may postpone Container orders until a sufficient number of new Containers are needed to meet the manufacturer's minimum order requirements. The Parties agree that the County and Vancouver may direct the Contractor to reallocate the estimated purchase price from a type of equipment to an alternative type of equipment.

2.6.3.3. Minimum Transport Equipment Condition Requirements.

The Contractor shall maintain all transport equipment in a safe, and efficient working condition (normal wear and tear excepted) throughout the term of this Contract. All equipment used in performance of the obligations of Contract shall comply with USDOT and US Coast Guard requirements. The Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on transport equipment. All road transport vehicles used by the Contractor or subcontractor in performance of this Contract shall prominently display in letters three inches or taller the Contractor's or subcontractor's name and a unit number and/or telephone number.

2.6.4. Transport Routes. The Contractor shall submit to the County Program Representative and applicable agencies for approval the transport routes, including primary and any alternative transport routes. Primary and alternative transport routes will be detailed in the Operations Plan for each Regional Transfer Station. The Contractor shall use commercially reasonable efforts to ensure that routes minimize the impact of traffic on the public and avoid residential neighborhoods. The Contractor shall not make any changes to approved transport routes without prior approval of the County Program Representative and applicable agencies. Notwithstanding the foregoing, the Contractor may, without prior approval, temporarily use alternate transport routes in the event of unannounced and temporary street, road, or highway construction or closures.

2.7. Disposal and Specified Processing Services.

2.7.1. Solid Waste Disposal Services. The Contractor shall dispose of all Solid Waste received at Regional Transfer Stations at the designated Disposal Site, specified in Exhibit A.1-2. The designated Disposal Site, or any agreed upon alternative Disposal Site, must, at all times for the duration of this Contract, be compliant with the design criteria of WAC

173-351-300(2)(a) and 40 CFR § 258.40, or the equivalent requirements if the Disposal Site is in a state other than Washington. The designated Disposal Site, or any agreed upon alternative Disposal Site, must not have been nominated or proposed for the National Priorities List (“NPL”) of contaminated sites, or have been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL. If the designated Disposal Site or any agreed upon alternative Disposal Site is located in a Washington jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan, or the equivalent if the designated Disposal Site is located outside the State of Washington, the Contractor shall not dispose of Solid Waste at such Disposal Site unless the Comprehensive Solid Waste Management Plan, or the equivalent, of the receiving jurisdiction allows Solid Waste imported to the Disposal Site.

2.7.2. **Specified Processing Services.** The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at the Regional Transfer Stations in accordance with the Facility’s Operations Plan. The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at Regional Transfer Stations for diversion at the designated Processing Site, specified in Exhibit A.1-2, unless an alternative is required per the Contract or approved in writing by the County Program Representative and Vancouver Program Representative.

2.7.3. **Minimum Processing Requirements.** The Contractor shall process all Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing received at the Regional Transfer Stations in accordance with the minimum processing requirements specified in the Facility’s Operations Plan and consistent with Section 2.5.7 MARR and Exhibit A.1-1.

2.7.3.1. **Household Hazardous Waste Receiving, Handling and Processing Services.** The Contractor shall provide a Facility at each Regional Transfer Station site for the public to drop off small quantities of Program Household Hazardous Waste Materials, specified in Exhibit A.1-4. The Contractor shall accept, Transfer, Transport, and Dispose of source-separated Household Hazardous Waste delivered to Contractor at the Regional Transfer Station sites in the Contractor or Subcontractor’s receiving area.

2.7.3.1.1. The Facility shall be appropriate for the usage intended and designed, operated, and maintained according to all federal, state, and local

requirements including appropriate screening, fencing, curbing and spill containment; safety eyewash and shower; receiving, storage, and work areas. Each Facility shall be fitted with a secure gate or door and is to be located in an area readily accessible but secure from inappropriate usage. Each Facility shall be emptied and cleaned by the Contractor or Subcontractor weekly (unless otherwise approved by the County Program Representative and all materials properly disposed in accordance with all federal, state, and local laws and regulations. All materials removed shall be taken to a fully permitted Hazardous Waste treatment or disposal Facility as specified in Exhibit A.1-2.

- 2.7.3.1.2. The Household Hazardous Waste drop off Facilities shall be used only for the drop off by residential generators of small quantities of Household Hazardous Wastes generated within the County unless otherwise approved by the County Program Representative. The Contractor shall not charge the public for using the Household Hazardous Waste drop off Facilities.
- 2.7.3.1.3. The Contractor shall provide the County and Vancouver on the thirtieth day of each month with records as to the amount and types of materials received, the dates the facilities were emptied and cleaned, and receipts from the Hazardous Waste disposal facility, consistent with reporting requirements as specified in Section Exhibit A.1-5.
- 2.7.3.1.4. **Household Hazardous Waste; Compensation.** All costs associated with the furnishing and operation of a Household Hazardous Waste facility, including cost of disposal, shall be included in the Fees paid to the Contractor and no additional compensation shall be paid.

3. STORAGE OF SOLID WASTE

- 3.1. The Contractor shall store Solid Waste in compliance with the Applicable Law, including but not limited to the solid waste handling permit, and Facility Operations Plan. The Contractor shall store Solid Waste in sealed or covered Containers/Trailers, or within the Transfer Station Building during operating hours. Loaded Containers and trailers shall not be stored longer than forty-eight

(48) hours at the Regional Transfer Stations and no more than two (2) days' worth of loaded Containers and trailers shall be stored at the Regional Transfer Stations at any one time. This provision may be temporarily waived by the County Program Representative if weather or other conditions should preclude safe Transport of loaded Containers and Trailers from the Regional Transfer Stations.

- 3.2. The Contractor shall not store Solid Waste other than in Containers, Trailers, or within the Regional Transfer Station Building or other structures approved by the County Program Representative during operating hours. Once the Regional Transfer Stations are closed each day, the Contractor shall continue operations until all Solid Waste is removed from the tip floor, has been processed, compacted, and containerized. There shall be no Solid Waste remaining on the tip floor outside of operating hours pursuant to Section 2.1.

4. DROP-OFF AREA REQUIREMENTS

The Contractor understands that the County and Vancouver's intent is for the Contractor to provide convenient, safe, and high-quality customer service to all persons or entities utilizing Drop-off Areas. The Contractor shall operate a Drop-off Area at each Regional Transfer Station. The Contractor shall be solely responsible for the Drop-off Areas including but not limited to:

- 4.1. The Contractor shall provide and maintain safe access to all Drop-off Areas and provide a means for customers, including reasonable accommodations, to deliver materials to Drop-off Areas in any vehicle including but not limited to box trucks, pick-up trucks, vehicles with trailers, SUV, cars, or other vehicles. The Contractor will provide reasonable mobility accommodations for customers delivering materials to Drop-off Areas.
- 4.2. The Contractor shall be solely responsible for all maintenance, including aesthetics, of the Drop-off Areas including but not limited to removing contamination periodically throughout the day from containers and immediately cleaning up spillage, leakage, litter, and other nuisances.
- 4.3. The Contractor shall provide sufficient quantity of color-coordinated containers that are accessible to customers, in good condition and aesthetics, and signed appropriately. The Contractor shall utilize containers that are designed for collection and preservation of material quality such as slotted containers for cardboard or Program Recyclable Materials and Program Drop-off Materials. The Contractor shall service containers as to provide sufficient capacity during hours of operation and prevent nuisances.
- 4.4. The Contractor shall provide and maintain permanent signage including but not limited to wayfinding signage to direct traffic within the Regional Transfer Station Sites and messaging to inform customers of delivery, preparation, or sorting requirements for materials delivered for diversion.

- 4.5. The Contractor shall provide and maintain lighting at each Regional Transfer Station and all Drop-off Areas outside of buildings.

5. OPERATIONS PLAN FOR EACH REGIONAL TRANSFER STATION

- 5.1. **Initial Operations Plans.** No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative and Vancouver Program Representative for County and Vancouver approval of a complete and detailed Operations Plan for each Regional Transfer Station. The approval of the Operations Plans shall not be construed as a limitation on Contractor's obligation pursuant to the provisions of the Contract. The Operations Plans shall be of sufficient detail to satisfy the County and Vancouver of the Contractor's ability to continue operations for the term of the Contract including but not limited to the following:

- 5.1.1. Capacity assurance
- 5.1.2. Personnel requirements
- 5.1.3. Receiving services by material type
- 5.1.4. Transport services by material type
- 5.1.5. Disposal and processing services by material type
- 5.1.6. Minimum processing requirements by material type
- 5.1.7. Recordkeeping and reporting
- 5.1.8. Equipment requirements
- 5.1.9. Facility and equipment maintenance plans
- 5.1.10. Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- 5.1.11. Environmental controls
- 5.1.12. Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- 5.1.13. Health and safety procedures
- 5.1.14. Security plan
- 5.1.15. Fire protection and life safety plan
- 5.1.16. Other information requested by the County or Vancouver

5.2. Revisions to Operations Plans. The Contractor shall annually review and revise, as necessary, each required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information, or other material included in those plans. The Contractor agrees such revisions shall be subject to prior approval by the County Program Representative. Beginning in 2024 the annual review and revision shall be completed no later than September 30th. The County Program Representative and Vancouver Program Representative shall be promptly notified of any revisions to Operations Plans.

6. ALTERNATIVE METHODS

- 6.1. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative for approval a complete and detailed Alternative Methods Plan for each Facility, including but not limited to each Regional Transfer Station. The Alternative Methods Plan shall be of sufficient detail to satisfy the County Program Representative and Vancouver Program Representative of the Contractor's ability to continue operations during an Alternative Method event for the term of the Contract including but not limited to timeline and process for transitioning from primary to contingency plan.
- 6.2. Except as set forth herein, the Contractor shall be solely responsible for any and all additional costs related to the utilization of Alternative Methods including but not limited to operation, receiving, transport, disposal, or processing methods. The Contractor shall be responsible for procuring any Alternative Methods including but not limited to equipment, labor, permits, and other resources associated with Alternative Methods.
- 6.3. If the Contractor notifies the County that it must implement Alternative Methods that may allow for additional or reduction in compensation as set forth herein, the Contractor shall as soon as practicable submit to the County and Vancouver a plan for continuing operations under Alternative Methods and any estimated increases or decreases in costs to carry out the plan. The Parties agree the Contractor shall not receive additional compensation for any increase in direct costs of services to Contractor of less than 4% of the then current Tip Fees over consecutive three (3)-month period.
- 6.4. Upon Parties mutual agreement to implement Alternative Methods, the Parties agree the County or County successor reserves the right to purchase the Facilities affected by the Alternative Methods if any such estimated increase in the Tip Fees resulting from such Alternative Methods is more than 25% of the then current Tip Fees over a consecutive twelve (12)-month period. Notwithstanding the foregoing, the County or County successor may require the Contractor to repair or rebuild those Facilities and recover the cost of that work by means of an increase in Tip Fee.

- 6.5. The Contractor shall not use Alternative Methods for which the Contractor requests additional compensation without written approval from County Program Representative. For any Alternative Method which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative's satisfaction and approval, acting reasonably, as a precedent to the Contractor's right to a compensation increase under this Contract. For any Alternative Method for which the County requests a reduction in compensation, the Contractor shall be fully responsible to demonstrate and document the need for the reduced compensation to the County's satisfaction and approval, acting reasonably.
- 6.6. The Parties agree that transitioning from primary to back-up plan may be applicable to one, multiple, or all Facilities.
- 6.7. If the barge system goes down, the Contractor shall not transition to contingency plan until after two (2) days of storage of Solid Waste tonnages at Regional Transfer Stations or barge loading site are utilized, unless the initial assessment indicates the barge system will be closed longer than two (2) days. The Contractor shall work with subcontractors to best utilize storage equipment. The Contractor agrees this flexibility will ensure that containers loaded with Solid Waste tonnages are not being stored longer than necessary.
- 6.8. If a compactor goes down, the Contractor shall immediately transition to contingency plan for the Facility impacted and promptly notify the County Program Representative. The Contractor shall promptly discontinue utilizing the contingency plan as soon the compactor is repaired.

7. ADDITION OR DELETION OF APPROVED MATERIALS DELIVERED FOR PROCESSING FROM PROGRAM

The County, with input from Vancouver and other Cities, reserves the right to add or delete Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing as specified in Exhibit A.1-4 to the program if the Parties agree it is economically and technically feasible. An increase or decrease in Fees, if any, for addition or deletion of materials shall be negotiated and implemented by an amendment to this Contract.

8. COMMINGLING OF MATERIALS DELIVERED FOR PROCESSING PROHIBITED

Except, when approved in writing by the County Program Representative, the Contractor shall not mix streams such as Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing with other materials such as Solid Waste. The Contractor may be permitted to mix Program Food Waste, Organics and/or Yard Debris when such materials are being delivered to the same designated Processing Site, and when

commingling materials is permitted by the Processor for no additional cost and material quality is not adversely impacted.

9. LIABILITY FOR UNACCEPTABLE WASTE

9.1. **Responsibility for Unacceptable Waste.** If the Contractor receives Unacceptable Waste, including but not limited to Hazardous Waste, the Contractor may at its option return that waste to the Person who delivered it in accordance with the Operations Plan and Regional Transfer Station regulations approved by County Program Representative or the Contractor may dispose of that Unacceptable Waste in accordance with all applicable laws and regulations and charge the Person responsible for that delivery for the cost of that disposal, plus an amount equal to 10% of the cost of handling the Unacceptable Waste or Special Handling Fee. If the Contractor is unable to identify the Person responsible for the nonconforming delivery and return the Unacceptable Waste to that Person, the Contractor shall at the Contractor's sole expense, dispose of that Unacceptable Waste in accordance with applicable law. The Contractor shall pay all costs, consequential damages, or liability related to Unacceptable Waste not returned in accordance with this Section to the Person delivering that waste except that the Contractor may pursue any available remedies against Person(s) later identified as responsible for delivering that Unacceptable Waste per Section 2.

9.2. **Prosecution of Persons Delivering Unacceptable Waste.** The County shall assist the Contractor in identifying Persons responsible for delivering Unacceptable Waste to the Regional Transfer Stations and shall, subject to the County Prosecuting Attorney's direction, diligently prosecute Persons who illegally deposit Unacceptable Waste at any Facilities within the County.

10. DISPOSAL OF MATERIAL DELIVERED FOR DIVERSION PROHIBITED

The Contractor shall not dispose of any Program Drop-off Materials, Food Waste, Organics, Yard Debris, Hazardous Waste, and other material delivered for processing or other material recovered by Contractor for diversion, or market such materials to brokers and end markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the County Program Representative.

11. FACILITY SCALE HOUSE SERVICES

At commencement of the Contract, the Contractor shall be responsible for operation of the scale house at the Regional Transfer Stations. After the initial term as specified in Section 1.1, terminating on December 31, 2032, the County or County successor reserves the right to assume responsibility, including costs, for operation of the scale house at any or all Regional Transfer Stations. The Party responsible for operation of the scale house shall be responsible for all activities related to the scale house including but not limited to weighing all vehicles, maintenance and calibration

of the scale in accordance with the scale manufacturer's recommendations, billing and collection of payment, and ensuring the average vehicle turnaround times identified in Section 2.5.6.

12. FACILITY SURFACE WATER AND STORMWATER MANAGEMENT

The Contractor is responsible for surface water and stormwater management and compliance with all surface water and stormwater management regulations and ordinances for the Regional Transfer Station sites, including but not limited to, stormwater collection, detention, treatment and control of all surface water run-off from buildings, impervious surfaces, and disturbed areas. The Contractor must comply with all local and state regulations related to surface water and stormwater management. Where surface water or stormwater is allowed to discharge offsite, appropriate erosion protection must be provided to protect the downstream drainage system from damage. The Contractor shall prevent erosion of existing drainage channels and meet requirements for erosive velocities.

13. FACILITY MAINTENANCE REQUIREMENTS

13.1. The Contractor shall be solely responsible for all Maintenance related to Contract services, including but not limited to all Facilities and equipment maintenance, servicing, and renewal and replacement, including routine and non-routine Maintenance, except as specified herein in Section 13.2 or 13.3.

13.2. The Parties agree to reimburse the Contractor from the Regional Solid Waste System Fund (RSWSF) or Designated Capital Improvement Fund (DCIMRF), to be determined by the County, for approved resurfacing/paving within Regional Transfer Station sites related to routine wear and tear of transfer station operations that occurred from January 1, 2023 through the commencement date of the Contract pursuant to Section 19.1 and 19.6.

13.3. The County or County successor shall be responsible for the cost of all Maintenance related to only the following provided such has been maintained in compliance with manufacturers' instructions and recommendations and the requirements of the Contract:

13.3.1. Replacement of solid waste compactors;

13.3.2. Replacement of truck scales;

13.3.3. Replacement of compactor infeed conveyer;

13.3.4. Replacement of compactor main cylinder;

13.3.5. Resurfacing/paving within Regional Transfer Station sites related to the routine wear and tear of station operations; and

13.3.6. Other major items that are:

13.3.6.1. Identified in the Capital Improvement Plan or during Triennial Inspections; and

13.3.6.2. Approved by the County Program Representative and Vancouver Program Representative.

13.4. No later than sixty (60) calendar days after execution of the Contract and annually by March 31st thereafter, the Contractor shall submit to the County Program Representative for approval a maintenance plan, including schedule, for all building and fixed equipment elements by Facility including, but not limited, all maintenance inspections and servicing, preventive maintenance all anticipated renewal and replacements, and resurfacing/paving.

13.5. The Contractor shall make available for inspection by the County Program Representative by March 31st annually a record of maintenance activity (inspections, servicing, preventive maintenance, and renewal and replacements) completed during the previous calendar year. The Contractor shall provide prompt access to the County, Vancouver, and its consultant to review such records.

14. **REGIONAL TRANSFER STATION SITE OWNERSHIP, ACCESS, EASEMENT, AND ASSESSMENTS**

14.1. **Ownership of Existing Regional Transfer Stations at Commencement of Contract.** For the initial term of the Contract, the Contractor shall continue to own the existing three (3) Regional Transfer Stations: Central, West Van, and Washougal or unless authorized pursuant to the Master Service Agreement.

14.2. **Public Ownership of Transfer Stations.** In recognition that the Parties desire to continue to move toward a more regionalized and standardized solid waste management system.

14.2.1. The County and Vancouver are committed to public ownership of the existing Central, West Van, and any future to-be-built Transfer Station(s) (excluding the existing transfer station in Washougal). These parties, along with any other municipal entity within the County that chooses to participate, will create a regional, multi-jurisdictional entity County successor to own and provide solid waste disposal and transfer services to those participating jurisdictions. As a statement of intent, both the County and Vancouver assert their strong preference for regional-entity ownership by a County successor, and that ownership by County or Vancouver is disfavored.

14.2.2. In furtherance of this, the County and Vancouver shall negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for formation of the entity to be the County successor, a general initial framework for shared, representational governance by all participating jurisdictions, and

establishes a transparent and accountable timeline for formation of the entity by December 31, 2029.

14.2.3. In the event the County, Vancouver, and other participating jurisdictions are unable to form this anticipated regional entity by December 31, 2030, the County and Vancouver agree to meet and determine in good faith how one or both entities will temporarily own and govern the solid waste transfer facilities until such time as the regional entity can be formed and become operational, which is not anticipated to take longer than 24 months.

14.3. Right to Purchase Existing Regional Transfer Stations. Effective December 31, 2032, the County shall have the first right to purchase followed by County successor to purchase one or both of the West Van (Clark County parcel numbers 153108000 and 153110000) and Central (Clark County parcel numbers 200211000, 200212000, and 200213000) Regional Transfer Station sites for a purchase price of one dollar (\$1) per Regional Transfer Station site, and the City of Washougal shall have the first right to purchase followed by the County followed by the County successor to purchase the Washougal Regional Transfer Station site for the purchase price specified in a separate 2005 or successor agreement between the City of Washougal and its contractor. Notice of exercise of this of the right to purchase by the County or the County successor with payment of the purchase price, shall be delivered to Contractor no later than December 31, 2031. In the event neither the County, the County successor, nor the City of Washougal exercise the Purchase Option within the notice period, the right to purchase shall expire unless the Parties agree to an extension of the Purchase Option period. The right to purchase by the County, the County successor, or the City of Washougal shall be enforceable through specific enforcement.

14.4. Ownership of Any Future To-Be-Built Regional Transfer Stations. The Parties agree the County followed by the County successor shall own any future to-be-built Regional Transfer Station Site funded by the County out of the RSWSF. Such future to-be-built Regional Transfer Station(s) shall remain in public ownership consistent with Section 14.2.

14.5. Regional Transfer Station Site Access. County staff and Vancouver staff shall be able to access and use the Regional Transfer Station lunchrooms, parking, and other areas for the purpose of providing tours of the Facilities and conducting other business matters related to the Regional Transfer Station operations. Any access and use of these areas by the County or Vancouver shall not create an impact on the Contractor's operation of the Regional Transfer Stations.

14.6. Easement for Central Regional Transfer Station: The Contractor shall obtain an irrevocable surface easement from the owner of Clark County real property parcel number 200153000, property location address of 11010 NE 117th

Avenue, Vancouver, WA 98662. This easement shall allow vehicular ingress and egress generally from the property for private road purposes to provide circuitry of travel for solid waste haulers relating to operation of the Central Regional Transfer Station site around the perimeter of the easement parcel; to allow for staging of Containers and Trailers, construction and maintenance of any roadway structures and driveway apron. The owner of parcel 200153000 shall not pay the cost of any improvements by Contractor or County, including the maintenance of any such improvements, unless otherwise agreed to by the parties. This is not intended to be an exclusive list of conditions.

The Contractor shall obtain the surface easement within sixty (60) days of execution of the Contract, or sooner in the event of an Uncontrollable Circumstance(s) Event pursuant to the Master Services Agreement Section 21. The easement shall benefit Clark County real property parcels 200211000, 200212000, and 200213000 and shall run with the land. In the event ownership of parcels 200211000, 200212000, and 200213000 is transferred to public ownership, the easement shall contemporaneously be transferred to the public entity for the amounts set forth below for continued use of the easement area related to the operation of the Central Regional Transfer Station site.

Following the transfer of parcels 200211000, 200212000, and 200213000 to public ownership and the granting of the easement contemplated above, and for so long as Contractor continues to operate the Central Regional Transfer Station on behalf of the County or County successor, the County or County successor shall pay to [insert name of owner of easement property] an annual easement payment of One Dollar (\$1). In the event Contractor ceases to operate the Central Regional Transfer Station, the annual easement payment shall be increased to a fair market rate excluding the value and inflationary increases associated with any capital improvements paid for by the Contractor or County pursuant to the Contract as determined by an independent appraiser and that amount of such easement payment shall increase annually thereafter to reflect any increases in the Consumer Price Index. In the event the County or subsequent operator of the Central Regional Transfer Station, as applicable, fails to make such easement payments, the easement shall terminate after providing the County or County successor a reasonable opportunity to cure with 30, 60, and 90 day written notice. After 90 days without cure by County or County successor, the Parties agree the easement shall be terminated. The appraiser shall be mutually agreeable to the Parties and paid for by Contractor.

14.7. Easement or Dedication for West Van Regional Transfer Station: The Parties shall participate in good faith efforts for the transfer or dedication of property (parcels 152804000 and 153108000) from the Contractor and other potential neighboring property owners to Vancouver for construction of a public road to provide appropriate ingress and egress from West Van Regional Transfer Station site by all users of the site. The Parties intend that said easement or dedication for public road and related purposes be completed by December 31, 2025.

14.8. Transfer of Property. In the event of the County, the County successor, or the City of Washougal exercises the right to purchase, Contractor shall convey the Regional Transfer Station sites to the public entity free of any lien, encumbrance, or security interest; and shall deliver to such by January 31, 2033 a bill-of-sale for and statutory warranty deed to each of the Regional Transfer Station sites purchased.

At any time during the term of this Contract, the County, the County successor, or the City of Washougal may perform a due diligence assessment of the Regional Transfer Station sites as part of the determination of whether to exercise the right to purchase. This due diligence assessment may include but is not limited to a Phase I and/or Phase II Environmental Site Assessments (“ESAs”) and title search. The cost of performing such due diligence assessments will be borne by the County. The County will initiate Phase I and Phase II ESAs within nine months of execution of the Contract to establish a baseline for type and extent of contaminants at the existing Regional Transfer Station sites. To the extent the initial round of Phase I and/or Phase II ESAs results in or otherwise triggers any legally required environmental cleanup or remediation of any environmental contamination at the existing Regional Transfer Station sites, the cost of any such environmental cleanup or remediation shall be funded by the DCIMRF.

The Contractor agrees to operate the existing and any future to-be-built Regional Transfer Station sites in a manner that does not degrade the environmental conditions of the sites and agrees to bear the cost for environmental cleanup and remediation if later ESAs indicate that site degradation occurred as to the type and extent of contaminants after the initial round of ESAs. The intent of the Parties is to identify in subsequent ESAs if any degradation of the environment has occurred compared to the baseline ESAs. In the event environmental contamination is found and determined to be related to any baseline contamination, remediation shall not be the responsibility of the Contractor. If test results show that, on a more likely than not basis, the contamination resulted from Contractor’s use of the site after the baseline ESAs, then remediation shall be paid by Contractor.

14.9. Regional Transfer Station Site Assessments.

14.9.1. The County or County successor will retain and pay for an independent consultant to inspect and assess the condition of any or all Regional Transfer Station Sites in calendar year 2023 and every third (3rd) year thereafter as well as the final year prior to transition of ownership or expiration of Contract. The inspections will assess the condition of the facilities and identify overlooked or incomplete facility maintenance, if any. The inspections will include a review of the facility maintenance records and reporting. An inspection report will be prepared by the independent consultant and will include a maintenance backlog tracking

list that will assign a reasonable time frame for completing each of the backlog work items. The results of the inspections will be advisory and the Parties will discuss and agree on what maintenance backlog work items, if any, will be corrected and the schedule for any such agreed-upon corrections. The Parties agree the cost of any maintenance shall be paid for in accordance with Section 13.

14.9.2. Upon transfer of ownership of a Regional Transfer Station, the Contractor shall surrender the Regional Transfer Station Site in a condition and state of repair as on the effective date of this Contract, or most recent Capital Improvement Project completion, normal wear and tear excepted. However, the Contractor shall be liable to the County and Vancouver for failure to adhere to the requirements set forth herein. All maintenance on the most recent mutually agreed-upon inspection backlog list must be completed before the termination date of the Contract consistent with Section 1. The County's or County successor's cost of completing any incomplete work by the Contractor based on the mutually agreed-upon inspection backlog list at the termination date will be paid by the Contractor to the County or County successor.

15. UTILITIES

15.1. The Contractor shall be responsible for the cost of all utilities including but not limited to the water and sewer service, power, natural gas or electric service, and phone and internet service.

15.2. Excluding the Washougal Regional Transfer Station Site, the Contractor shall be responsible to equip each Regional Transfer Station with an emergency backup power system, so as to ensure power, lights, and safety in the event of a power shortage. This should include, as a minimum, auxiliary lighting, as well as adequate power to continue to operate the scale house facilities.

15.3. No emergency backup power system (i.e. generator) shall be required at the Washougal Regional Transfer Station Site. The Contractor shall be responsible to equip the Washougal Regional Transfer Station Site with an emergency battery backup power for safety lighting, scale house operation, and other essential functions. The battery backup capability for the scale house must be sufficient for a minimum of four (4) hours of operation. In the event that a power outage exceeds four hours, waste shall be routed to other facilities. The Parties agree that, subject to Capital Improvement Plan, the Contractor may be required to comply with Section 15.2 for the Washougal Regional Transfer Station site.

16. PROPERTY TAXES

The Contractor shall be responsible for any and all property taxes associated with a Regional Transfer Station but only for so long as the Contractor owns such Regional

Transfer Station. The County or County successor shall be responsible for any and all property taxes associated with a Regional Transfer Station but only for so long as the County, Washougal, or the County successor owns such Regional Transfer Station.

17. RECORDKEEPING AND REPORTING

17.1. The Contractor shall provide to the County Program Representative and the Vancouver Program Representative by the thirtieth (30th) day of each month a report for the preceding month in accordance with Exhibit A.1-5. The Contractor shall provide the County Program Representative and the Vancouver Program Representative quarterly, semi-annual, and annual reports in accordance with Exhibit A.1-5. The Contractor shall provide reports in an electronic file format and report organization format approved by the County and Vancouver. The Contractor shall provide reports in an editable format unless requested by the County and Vancouver.

17.2. The Contractor shall comply with all reporting requirements of the permitting agencies and permits and provide copies of all reports to the County Program Representative and the Vancouver Program Representative.

18. COMPENSATION PROVISIONS

18.1. **Fees.** The Contractor shall charge Fees in accordance with this section. The Contractor shall not charge any Fees other than those specifically authorized in this section. The Contractor shall pay Fees and taxes to Cities, County, and State in accordance with this section and Master Services Agreement Section 9. All Fees shall remain fixed except as provided herein. Each load of Acceptable Waste delivered to the Regional Transfer Stations will be assessed a Transaction Fee as defined in the Master Service Agreement. The Transaction Fee shall not be subject to adjustment under this section unless mutually agreed upon in writing by all Parties. All other Fees shall be adjusted, increased or decreased, in accordance with this section, and may at no time exceed the charges set forth in Exhibit A.1-7. The Fees are the exclusive compensation to the Contractor for all services provided under the Contract.

18.1.1. **Approved Fees.** The Parties agree that the Fees in Exhibit A.1-7 are the approved Fees. The Contractor shall not charge any Fees other than those specifically authorized in Exhibit A.1-7 or approved in accordance with Section 18.1.2. In addition, the Contractor shall pay the Fees to Cities, County, and State in accordance with Exhibit A.1-7 or approved in accordance with Section 18.1.2.

18.1.2. **Other Fees.** For Acceptable Waste or Special Waste not included in Exhibit A.1-7 and requiring special handling due to the quantity, type, or other factor significantly increasing costs, the Contractor shall propose service parameters and develop a Fee schedule subject to prior written

approval of the County Manager as a condition precedent to the Contractor's right to charge the Fee. The Contractor must fully demonstrate and document the need for the requested Fee to the reasonable satisfaction of the County Manager in consultation with the jurisdiction where such waste was generated.

18.2. One-Time Barge Transportation Adjustment. Effective January 1, 2025, the Parties agree to a one-time barge transportation adjustment to the MSW Tip Fee and Drop Box Tip Fee to compensate for the increased barge transportation costs and capital investments including but not limited to a new MSW barge, two electric cranes, additional MSW containers, paving for yard improvements. The Parties agree the Contractor shall not receive carrying cost reimbursement for the improvements.

18.2.1. The Parties agree to a one-time barge transportation adjustment of \$47.95 per container (2024 dollars) shall be converted to a per ton equivalent, calculated by dividing the per container rate by 29.9 tons, (\$1.60/ton as of January 1, 2024) and apply to all MSW and Drop Box tons received effective January 1, 2024.

18.2.2. The Parties agree that the Contractor's guaranteed contribution to the DCIMRF per Section 19.2 will be reduced by the actual amount of the barge transportation adjustment paid by the Contractor to the designated barge subcontractor in 2024. The Contractor shall not receive any reimbursement for the Contractor's payment of the barge transportation adjustment in 2024.

18.2.3. The Parties agree the one-time barge transportation adjustment \$1.60/ton shall be embedded within the then current rate for MSW Tip Fee and Drop Box Tip Fee and apply before the annual fee adjustment to the Transport Fee for 2025 rate setting, as specified in Exhibit A.1-7. After the one-time barge transportation adjustment is embedded into the MSW Tip Fee and Drop Box Tip Fee annual contract adjustments will apply going forward.

18.2.4. The Parties agree the Contractor shall pay the barge transportation adjustment in 2024 (i.e., approximately \$599,344). The Parties agree the Contractor's payment of the barge transportation adjustment in 2024 includes the current payment of \$25 per container and the remaining equivalent of \$22.95 per container for a total of \$47.95 per container (2024 dollars).

18.2.5. The Parties agree the Contractor may pass the barge adjustment to the designated barge subcontractor using a per container fee.

18.2.6. The County reserves the right to amend the per ton barge transportation adjustment if the average per container weight, on a contract annual basis, is less than 29.9 tons.

18.3. Annual Fee Adjustments

18.3.1. **Schedule for Annual Fee Adjustment.** The Contractor shall submit a request for annual fee adjustment in accordance with this section on or before September 1, 2024 and every August 1st thereafter subject to approval by County Manager. The Parties agree the annual fee adjustments shall be effective on January 1, 2025 and every January 1st thereafter. Fees shall not be adjusted per the annual fee adjustment prior to January 1, 2025.

18.3.2. **Annual Fee Adjustments.** The Parties agree the annual fee adjustment shall apply to those select Fees specifically included and calculated in accordance with Exhibit A.1-7 and made in units of \$0.01, rounded to the nearest whole cent. The Parties agree to the calculations as shown in Exhibit A.1-7. After compensation adjustments are determined by the Parties, the County will document the changes made and notify the Contractor and Vancouver for the adjustments described herein.

18.3.2.1. **Annual Inflation Adjustment for Tip Fees.** The Tip Fees are comprised of two components, an Operating Fee and a Transport Fee, each subject to annual adjustment described herein, and incorporated as a blended and weighted annual Inflation Adjustment Factor ("IAF"). Beginning with the annual fee adjustment scheduled to take effect January 1, 2025, and in each following year.

18.3.2.1.1. **Operating Fee Adjustment.** The Operating Fee component comprised of Transfer & Disposal or Transfer & Processing costs within the specified Tip Fee shall be adjusted each year up to the rate of 82% of the percentage point increase or decrease in the CPI as specified herein.

18.3.2.1.1.1. Should the CPI decrease any year, the Operating Fee shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual Operating Fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.1-8.

18.3.2.1.1.2. Beginning July 1, 2023, if the tonnage of Acceptable Waste exported for disposal increases by three percent (3%) or more over the prior year's exported Acceptable Waste tonnage, the allowable percentage increase in the CPI applied to the Operating Fee shall be reduced to 75%. Tonnage shall be calculated based on the first six (6) months of the previous year and the last six (6) months of the year preceding that year, from July 1st through June 30th.

18.3.2.1.2. **Transport Fee Adjustment.** The Transport Fee component comprised of a blend of 80% Operational & Capital costs and 20% Fuel costs within the specified Tip Fee shall be adjusted each year up to the rate of 100% of the percentage point increase or decrease in the associated CPI and Fuel Index as specified herein.

18.3.2.1.2.1. **CPI Factor.** Eighty Percent (80%) of the Transport Fee shall be adjusted each year by 100% of the percentage point increase or decrease in the CPI that occurred during the first six (6) months of the previous year and the last six (6) months of prior year. Should the CPI decrease any year, the Fees shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted.

18.3.2.1.2.2. **Fuel Factor.** Twenty Percent (20%) of the Transport Fee shall be adjusted each year by 100% of the percentage point increase or decrease in the Fuel Index with monthly reference values for twelve (12) months averaged over the prior period from July of one year through June of the following year.

18.3.2.1.2.3. Together the CPI and Fuel Factor are incorporated as a weighted Transport Fee adjustment.

The following formula summarizes the IAF calculation process for determining the annual inflation adjustment for Tip Fees as modeled in Exhibit A.1-7

$$= 1 + \left\{ \left[\frac{(CPI_y - CPI_{py})}{CPI_{py}} \times 0.82^* \right] \times 0.80 \right\} + 1 + \left\{ \left[\frac{(CPI_y - CPI_{py})}{CPI_{py}} \times 0.80 \right] + \left[\frac{(EIA_y - EIA_{py})}{EIA_{py}} \times 0.20 \right] \times 0.20 \right\}$$

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

where CPI_y = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Current Year, or successor indices;

where CPI_{py} = the first-half annual consumer price index for Seattle-Tacoma-Bellevue WA. Series Id: CWURS49DSA0 for the Prior Year, or successor indices;

**Figure may be adjusted to (0.75) 75% based on tonnage growth pursuant to Section 18.3.2.1.1.2*

where EIA_y = the average of the last 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Current Year;

where EIA_{py} = the average of the prior year's 12 monthly values (July-June period) of the Energy Information Agency, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 for the Prior Year.

18.3.2.2. Annual Inflation Adjustment for Special Waste Tip Fees.

Fees classified as Special Waste that are weighted, on a per ton basis, and identified in Exhibit A.1-7 shall be subject to an annual inflationary adjustment as specified herein. The inflation adjustment for Special Waste Tip Fees shall be adjusted on the same date and by the same Inflationary Adjustment Factor as

the MSW Tip Fee (see formula in Section 18.3.2.1.2.3) and in accordance with this section.

18.3.2.3. Annual Inflation Adjustment for Fixed Fees. Fees that are fixed and non-weighted, charged on a per unit or per item basis, and identified in Exhibit A.1-7 shall be subject to an annual inflationary adjustment as specified herein. Fixed Fees shall be annually adjusted by CPI only and shall be adjusted on the same date and by the same CPI adjustment applied to the Operating Fee component (see Section 18.3.2.1.1) of the MSW Tip Fee.

18.3.2.4. Fees Excluded from Annual Inflation Adjustment. The Parties acknowledge the Contractor may hold separate agreements with the County, Cities, or other public entity for specific programs or municipal services pursuant to the Master Services Agreement Sections 2.10 and 2.11. Fees established under separate agreements shall be incorporated in Exhibit A.1-7 and are not subject to annual inflation adjustment as specified herein. The Contractor shall provide notice to the County upon entering separate agreements.

18.3.3. Changes in Federal, State or Local Law

18.3.3.1. Subject to Master Services Agreement Terms and Conditions Section 4, the Contractor or County Program Representative may temporarily adjust Tip Fee components for actual increased or decreased costs resulting from changes in federal, state, or local laws applicable to persons or entities engaged in the solid waste or recycling handling industry. For purposes of determining the amount, if any, costs have increased or decreased under this section, the costs incurred to satisfy federal, state, and local laws law in effect as of January 1, 2024, shall constitute the baseline costs. The Contractor or County Program Representative may mutually agree to increase or decrease Tip Fee components for reasonable actual increased costs due to changes in federal and local laws applicable to persons engaged in the solid waste or recycling handling industry. However, the Contractor may not increase Tip Fee components for increased costs due to changes in local laws in the jurisdiction in which the Disposal Site or Processing Site is located that in purpose or effect are applicable only to the Contractor or Contractor's activities under the Contract. For purposes of this section, the term "change in law" means any new, changed or revised law, statute, rule, regulation or ordinance effective at any time after January 1,

2024, including but not limited to (i) new or revised regulations issued after the Contract is executed but pursuant to a statute in effect prior to execution of the Contract and (ii) changes in the definitions of Hazardous Waste, Household Hazardous Waste or the substances that comprise those terms as defined in the Contract.

18.3.3.2. Subject to Section 18.3.3.1, the Contractor or County Program Representative may increase or decrease Tip Fee components for reasonable actual increased or decreased costs caused by the imposition or removal of or increases or decreases in the rates of State/Local fees or surcharges applicable primarily to Persons engaged in the solid waste handling industry. Applicable Oregon Department of Environmental Quality (“DEQ”) Fees total \$1.89 per ton as of January 1, 2024, and the Contractor shall be entitled to recover ninety percent (90%) of any future increase in the DEQ Fee through an MSW Tip Fee or Drop Box Tip Fee increase.

18.3.3.3. The County may cause the Contractor to reduce Tip Fee components to reflect the reduced cost of Contractor’s performance under the Contract if the reduced cost is attributable to a change in law or change in taxes, fees, surcharges or other causes for which the Contractor may increase Tip Fee components. The County may at any time notify the Contractor and Vancouver of the County’s intent to reduce tip fee components including the reasons for that deduction. Within thirty (30) days of that notice, the Contractor shall respond to the County and Vancouver in writing; the written response shall state whether or not the Contractor believes the tip fee components reduction is justified and shall itemize the reductions in cost of performing the Contract. The Contractor shall fully document and otherwise support its response to the County’s notice. On petition of the Contractor, the County may on thirty (30) days’ written notice to the Contractor cancel Tip Fee components reductions if the County determines that the need for the reduction has expired or that a reduction was made in error. The Contractor shall at all times inform the County of whether a reduction due to a change in law is appropriate and whether any reduction in Tip Fee components is no longer appropriate.

18.4. Other Fee Adjustments

18.4.1. Admin/Regulatory Fee, Host Fee, County Health Fee.

18.4.1.1. **Admin/Regulatory Fee.** On or before the fifteenth day of each month, the Contractor shall pay to the County a monthly Admin/Regulatory fee (\$182,194.26 as of January 1, 2024) as specified in Exhibit A.1-7 and as long as the Contract is in effect. The monthly Admin/Regulatory Fee shall be adjusted on the same date and by the same percentage point increase in the CPI / Inflation Adjustment applied to the Operating Fee component of the MSW Tip Fee and in accordance with this section.

18.4.1.2. **Host Fee.** On or before the fifteenth day of each month, the Contractor shall pay to Vancouver a Host Fee (\$15,457.06 as of January 1, 2024) as specified in Exhibit A.1-7 and as long as Vancouver uses the Facilities. The monthly Host Fee shall be adjusted on the same date and by the same percentage point increase in the CPI / Inflation Adjustment applied to the Operating Fee component of the MSW Tip Fee and in accordance with this section.

18.4.1.2.1. The Parties acknowledge the Contractor's separate agreement with the City of Washougal for payment of Fees to that City ("Transfer Station Payment") or Host Fee.

18.4.1.3. **Annual Admin/Regulatory Fee and Host Fee Adjustments.** The Contractor's payments to the County and Cities or Local Health Jurisdiction shall be adjusted on the same date and by the same percentage as the Operating Fee component of the MSW Tip Fee.

18.4.1.3.1. Should the CPI decrease any year, Admin/Regulatory Fee and Host Fee shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.1-8.

18.4.1.3.2. Notwithstanding the foregoing, the Contractor shall not increase the MSW Tip Fee or Drop Box Tip Fee or otherwise be entitled to compensation under this Contract for Admin/Regulatory or Host Fees not otherwise permitted under Section or other payments to Cities in the County (including those referenced in this Section), or to cities or counties in the state of Oregon or Washington as applicable.

18.4.1.4. **County Health Fee.** The County Health Fee applied to the MSW Tip Fee and Drop Box Tip Fee as adopted (\$1.43 per ton as of January 1, 2024) after annual rate adjustments to Tip Fee components are applied, as specified in Exhibit A.1-7.

18.4.2. **Schedule for Other Fee Adjustments.** As part the annual fee adjustment per Section 18.3 and excluding Section 18.4.1, the Contractor may request for other extraordinary fee adjustments in accordance with Section 18.4 on or before August 1, 2024 and every August 1st thereafter subject to approval by County Manager.

18.4.3. **Uncontrollable Circumstances Fee Adjustments.** Subject to Master Services Agreement Terms and Conditions Section 4 and Section 21, the Contractor or County Program Representative may temporarily adjust tip fee components for reasonable actual increased or decreased costs resulting from Uncontrollable Circumstances. For purposes of determining the amount, if any, costs have increased under this Section, the costs shall be limited to reasonable actual increased or decreased costs resulting from Uncontrollable Circumstances.

18.4.4. **Additional Services Fee Adjustment.** The Contractor may increase or decrease Tip Fee for additional services in accordance with this section and Section 20. Any request for an adjustment pursuant to this section shall be at the County's request and the Contractor shall fully document the basis for determining an increase or decrease in compensation subject to County Manager approval. The County shall review the request promptly and may, at its sole discretion, allow the Contractor to increase or decrease the specified Tip Fee or implement a Fee for the County approved amount to compensate for justified increase or decrease in costs pursuant to Section 20.

18.4.5. **Additional Fee Schedules.** The Contractor shall develop a special Fee schedule subject to written approval of the County Program Representative, acting reasonably. The Contractor may calculate those Fees in accordance with basis approved by the County Program Representative that may be incorporated in Exhibit A.1-7.

18.4.6. **"Most Favored Customer" Fee Adjustments.** If the Waste disposed using the Contractor's Finley Buttes Disposal Site or the Wasco County Landfill Disposal Site is substantially similar to the County's Waste and the Tip Fee charged that other customer for disposal (whether a separate disposal fee is charged or is combined in one total Tip Fee that includes disposal) is lower than the applicable disposal Tip Fee charged to the County, then that disposal Tip Fee charged to the County shall be reduced as set forth below. By way of example but without the intention of excluding any waste from the list, dredge spoils, sludge, and homogeneous commercial/industrial Waste are not "substantially

similar” to the County’s Waste for purposes of this subsection. For purposes of this section only, the Contractor and the County agree that the current disposal component of the MSW Tip Fee and Drop Box Tip Fee is Twenty Dollars (\$20.65) per ton effective January 1, 2024.

18.5. General Conditions and Limitations on Tip Fee Increases. The County shall allow increases or decreases in Tip Fee components under this Section only for costs incurred that are the most cost-effective means of ensuring full compliance with a relevant change in law or responding to events of Uncontrollable Circumstances. In determining “most cost-effective means,” prevailing wages determined by the U.S. Department of Labor or the State Department of Labor and Industries, and wages paid under union contracts applicable to employers additional to the Contractor or its subcontractors, shall be considered reasonable and cost effective. No Tip Fee component increases shall be allowed for any cost increases that are in any way attributable to adverse conditions, defective structures, deficient operations or activities at the Facilities that are caused by the Contractor or its subcontractors, employees, agents, or servants, or are otherwise within Contractor’s control.

18.6. Documentation of Need for Tip Fee Increase. The Contractor must fully demonstrate and document the need for the requested Tip Fee component increase to the County, Vancouver and its consultant reasonable satisfaction and approval as a condition precedent to the Contractor’s right to any increase Tip Fee component under this Section.

18.7. Cancellation of Tip Fee Increases or Decreases. On the County’s request, the Contractor immediately shall provide the County, subject to the confidentiality provisions of the Master Services Agreement Section 13, with all documents, information or other evidence in Contractor’s possession or control that the County requests to determine whether there is a continuing need for tip fee component increases or a reduction of tip fee component due to a reduction in Contractor Costs. The County may at any time, acting reasonably, cancel any Tip Fee component increase or decrease made under this Section. The Contractor shall adjust Tip Fees within thirty (30) days of the County’s written notice to the Contractor that the need for the Tip Fee increase or decrease has expired or that the original Tip Fee increase, or decrease was made in error. The Contractor shall promptly notify the County and Vancouver upon learning of the cessation of conditions which justified a Tip Fee increase or decrease.

18.8. Fee Review. On the County’s or Vancouver’s request, the Contractor shall perform at Contractor’s cost a Fee review acting reasonably and to the satisfaction of County and Vancouver upon extension of Contract, change in scope of services, request for other Fee adjustment, or similar events. The County, Vancouver or Cities may perform a Fee review after commencement of the Contract for Fees incorporated in Exhibit A.1-7 with the exception of MSW and Drop Box Tip Fees.

19. FUNDS AND CONTRACTOR CONTRIBUTIONS

19.1. Money Market Account. The Contractor shall maintain the funds in the money market fund owned by the Contractor with signatory approvals from the County and Vancouver for disbursements from the account in accordance with Exhibit A.1-6. The County shall have the right to check the balance of fund at any time or call on funds and direct to the County's Regional Solid Waste System Fund (RSWSF) based on Contractor unsatisfactory or non-performance. Within ten (10) business days of execution of the Contract, the Contractor shall deposit a total collectively of \$10,000,000 (2023 dollars) in accordance with the amount and schedule established in Exhibit A.1-6 into the Designated Capital Improvement and Maintenance Fund (DCIMRF) managed by the Contractor and into the RSWSF managed by the County. In January 2025, the Contractor shall transfer and deposit all remaining funds, including interest accrued, in the money market into the RSWSF managed by the County.

19.2. Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF). The Contractor shall deposit in accordance with the amount and schedule established in Exhibit A.1-6 the DCIMRF Contribution into a new money market fund owned by the Contractor with signatory approvals from the County and Vancouver for disbursements from the account for approved maintenance and capital improvement projects. The County, Vancouver, or County successor shall have the right to check the balance of fund at any time or call on funds and direct to the RSWSF based on the Contractor's unsatisfactory or non-performance. The DCIMRF Contribution shall be annually adjusted starting January 1, 2024 through expiration of the Contract in accordance with Section 19.5. Upon ownership transfer of Central, West Van, or Washougal Regional Transfer Stations to the County or County successor, the Contractor shall transfer and deposit all remaining funds, including interest accrued, in the DCIMRF into the RSWSF managed by the County or County successor. DCIMRF funds will not be invested in current MRF (Attachment A.2) or new MRF.

19.3. Regional Solid Waste System Fund (RSWSF). The County established an interest-bearing special revenue fund (6318), exclusively for Regional System investments. Upon January 1, 2024, the Contractor shall deposit monthly the RSWSF Contribution in accordance with Exhibit A.1-6 for all MSW and Drop Box tonnage received beginning January 1, 2024 through expiration of the Contract including any extension thereof directly into the RSWSF. The per ton contribution for all MSW and Drop Box tonnage shall be annually adjusted starting January 1, 2024 through expiration of the Contract in accordance with Section 19.5. The Parties mutually agree any and all funds in the RSWSF are for the sole purpose of funding the Regional Solid Waste System to be maintained by the County or County successor. Any interested earned must remain in the fund. RSWSF funds will not be invested in current MRF (Attachment A.2) or new MRF.

19.4. Pollution Liability Self-Insurance Fund (PLF). The Parties agree to release the PLF at the onset of the Contract for the purchase of additional Containers to be owned and maintained by the Contractor or its subcontractors. This purchase represents a portion of the storage equipment requirement for the Regional System as specified in Exhibit A.1-3. The Parties agree to release funds equal to the remaining balance of the Additional Work fifteen (15) business days from the execution of the Contract subject to written authorization to release PLF funds by the Contractor and County Program Representatives, from the PLF as final compensation for any and all approved or pending Additional Work under the 2006 agreement with the Contractor. Due to RSWSF restrictions, the County and Vancouver agree to designate the \$0.51 (2023 dollars) within the MSW Tip Fee and Drop Box Tip Fee as contribution to Maintenance services performed under this Contract and effective upon commencement.

19.5. Initial Year and Annual Adjustment to RSWSF & DCIMRF Contributions. Exhibit A.1-6 contains an example of how the RSWSF Contribution is included in the MSW Tip Fee and lists the Contractor's DCIMRF contribution through the term of the Contract. Customers shall not be separately charged an itemized for either contribution.

19.5.1. The Contractor's contributions included in Exhibit A.1-6, as modified during the term of this Contract, include the initial year RSWSF Contribution of \$5,800,000 and the initial year DCIMRF Contribution of \$4,200,000.

19.5.2. Any adjustments to the RSWSF and DCIMRF Contributions, MSW Tip Fee and tonnages and shall be calculated in a manner consistent with the example shown in Exhibit A.1-6.

19.5.3. Annual adjustments to RSWSF and DCIMRF Contributions under this Contract shall be made in accordance with this section and Exhibit A.1-6 whenever there is an annual increase or decrease in CPI. Contributions shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue WA. Series 20 Id: CWURS49DSA0, or successor indices. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual Contribution adjustment in subsequent years until any and all CPI decreases are fully accounted.

19.6. Initial Contribution. Within sixty (60) calendar days of the Contractor's deposit of the initial Ten Million Dollars (\$10,000,000) in accordance with Exhibit A.1-6 as required within ten (10) business days of execution of the Contract into the

RSWSF managed by the County and the DCIMRF managed by the Contractor for approved reimbursement pursuant to Section 13.2.

19.7. Right to Transfer Funds. The County reserves the right to transfer funds between the RSWSF and DCIMRF.

20. ADDITIONAL SERVICES

20.1. Additional Services. All requests for compensation for work under the Contract shall be made only under the conditions and procedures of this Section and Section 18. For purposes of this Section, the term “additional services” means services that are in addition to the Contract defined scope of services but reasonably related to the scope of the Contract, or other work required to be performed under the Contract or any amendments thereof, including but not limited to the delivery of Source-Separated commercial/industrial Waste, services required to comply with a change in law, statute, rule, regulation, ordinance, permit, permit condition, or regulatory provision. Nothing in this Section is intended to change any other precondition to or procedure for payment or reimbursement required in the Contract.

20.2. Request for Proposal for Additional Services; Obligation to Perform.

20.2.1. County Request; Contractor Proposal. The County shall submit to the Contractor a written request for additional services that includes information regarding a description of the services to be performed. Within twenty-one (21) days after the Contractor receives that request, the Contractor shall submit to the County an itemized proposal stating the costs for performing the additional services. The Contractor’s proposal shall be based on the most cost-effective method for performing the additional services in accordance with the Contract.

20.2.2. Written Authorization by County Required. A request for proposal for additional services from the County shall not be construed as an authorization for the Contractor to perform the additional services covered by that proposal; the Contractor must receive from the County written authorization to perform the additional services before the Contractor may perform and be compensated for that additional scope of work. If the County does not order the Contractor to perform the additional services, the Contractor shall not be entitled to compensation unless the Contractor performed work to remedy what a reasonable person would consider an emergency.

20.2.3. Contractor Compensation for Additional Services. The Contractor may increase the appropriate Tip Fee or implement a new Fee for additional services performed under this Section in accordance with Section 18.

21. CORPORATE STRUCTURE AND ACCOUNTING SYSTEMS

21.1. The Contractor shall operate the districts providing service under this Contract separately from any other company, division or district affiliated with the Contractor. The County does not object to a district manager, district controller, assistant district controller, or clerical positions with combined responsibilities for the separate entities.

21.2. The Contractor shall maintain an accounting system for all operations and maintenance activities, separate from other divisions and districts of the parent company using generally accepted accounting principles to account for all services rendered and materials supplied by Contractor, including additional and deleted work. Open-market commercial recycling customer accounts are specifically excluded from the requirements of this Section.

21.3. The Contractor's accounting system shall separately track cost and all other financial data for each of the Regional Transfer Stations and this information shall be reported separately by the Contractor to the County and Vancouver.

22. NON-PERFORMANCE FEES

22.1. The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, Vancouver, and Cities may suffer damages which are difficult to determine and adequately specify.

22.2. The Contractor agrees, in addition to any other remedies available to the County, Vancouver, and Cities, that the County and Vancouver may demand and receive payment from the Contractor in the amounts specified in Exhibit A.1-9 as non-performance fees for failure of the Contractor to fulfill its obligations.

22.3. The procedure for assessing and appealing non-performance fees shall be as set forth in Section 4.1 of the Master Service Agreement.

**EXHIBIT A.1-1
MINIMUM ANNUAL RECYCLING REQUIREMENTS (MARR).**

1. Minimum Annual Recycling Requirement. The Contractor shall satisfy a minimum annual recycling requirement or waste reduction goal of ten percent of the Waste delivered to the Regional Transfer Stations or Recycling Processing Center.

2. Calculating Compliance with Recycling Requirement.
 - A. The County Program Representative shall determine future compliance with the MARRs based on the MARR Narrative. The County Program Representative shall retain authority on behalf of the County to modify the MARR Narrative, provided, however, that any such modifications shall be agreed to in writing by the Contractor. Modifications may specifically include changes to the classification of recycle categories within the MARRs calculation. The 10% MARR Bonus shall be calculated based on the materials identified as MARRs Bonus Items in the MARR Narrative. The Contractor shall be entitled to a bonus when the MARRs Bonus Items exceed the 10% MARR. Penalties for failing to meet the 10% MARRs shall be calculated based on the materials identified as MARRs Bonus Items and MARRs Recovered Items in the MARR Narrative. Contractor shall be subject to the penalty provisions when the combined recovery rate from the MARRs Bonus Items and MARRs Recovery Items fail to meet the 10% MARRs.

 - B. By April 1 of each year, the Contractor shall provide the County Program Representative with the necessary documentation as determined by the most recent MARR Narrative which will allow the County Program Representative to determine the Contractor's compliance or noncompliance with the Recycling requirement for the past calendar year. The first calculation shall be based on the time period from January 1, 2024, to December 31, 2024. Recyclable Materials removed from the Waste stream and shall be considered Recycled for purposes of calculations under this Section.

3. Adjustment of Recycling Requirement. It is recognized that the effects of other Waste stream reduction and recycling measures and market conditions, which are beyond the control of the Contractor, may impact the Contractor's ability to meet the 10% recycling requirement, therefore, the County and Contractor agree that upon notice and demonstration by the Contractor of a substantial change in the waste stream condition, the parties shall negotiate in good faith to adjust the percentage Recycling requirement to reflect the changed conditions. The effective date of any adjustment shall be a part of the negotiations.

4. Non-Performance Fees for Failure to Comply with Recycling Requirement. For any year in which the Contractor falls below the Recycling requirement then in effect, the Contractor shall pay to the County Non-Performance Fees in accordance with Exhibit A.1-9 of the Contract.

5. Removal of Recyclable Materials Not Required: Storage of Recyclable Materials; Reporting; Recycling Reinstated.
 - A. Removal of Recyclable Materials Not Required. Subject to the prior written approval of the County, the Contractor may stop removing certain Recyclable Materials from the Waste stream. The County shall grant that approval if the Contractor meets the following conditions: (1) the Contractor notifies the County thirty (30) days before it stops removing those materials; and (2) the Contractor documents from at least two (2) market sources acceptable to the County, that prices paid for the material have been insufficient to cover Costs such that the net Cost of processing, transporting, and marketing the material has been greater than the Cost of processing, transporting, and disposing of the material at the Disposal Site for the five (5) consecutive months preceding the notice or Contractor documents that a change of law, lack of markets, or other circumstances have made the material non-recyclable.

 - B. Storage of Recyclable Materials. Contractor may store Recyclable Materials removed from the Waste stream, Any Recyclable Material that is in storage at the time the County authorizes the Contractor to stop removing that material from the Waste stream shall be Recycled unless otherwise approved by the Director.

 - C. Quarterly Market Reports. Once the Contractor is authorized by the County to stop removing a Recyclable Material from the Waste stream under this Section, the Contractor shall provide to the County quarterly reports of the current market for that material from at least two (2) market sources acceptable to the County, acting reasonably.

 - D. Recycling Reinstated. When the market value of a Recyclable Material that is no longer being removed from the Waste stream under this Section exceeds projected Costs such that the net Cost of processing, transporting, and marketing the material is less than the Cost of processing, transporting, and disposing of the material at the Disposal Site for two (2) consecutive quarters, Contractor shall within ten (10) days of the second (2nd) quarterly report remove that material from the Waste stream for Recycling and the

material shall again be considered a Recyclable Material for purposes of this Contract.

6. Recyclable Wood

- A. Processing into Fuel. The Contractor may process wood into fuel. For purposes of this Section, “wood” means wood or woody debris for energy recovery. The County shall grant that approval if the net Cost of processing or composting, transporting, and marketing the material is more than the Cost of processing, transporting, and disposing of the material at the Disposal Site for any thirty (30)-day period.
- B. Notice to County. The Contractor shall notify the County thirty (30) days before it changes the initial allowance to process wood into fuel. The notice shall include an explanation for the change in process that includes the market prices paid for composting wood from at least two (2) market sources acceptable to the County versus the cost of processing for fuel.
- C. Processing Into Fuel Considered Recycling. If the County approves the processing of wood into fuel, that processing shall be considered a recovered item for the purposes of calculating the MARRs.
- D. Reports. The County may request the Contractor to provide to the County monthly reports of the current market prices. for wood from at least two (2) market sources acceptable to the County, acting reasonably.
- E. Recycling Reinstated. When the market for wood exceeds projected Costs such that the net Cost of processing or composting, transporting, and marketing the material is less than the Cost of processing, transporting, and disposing of the material at the Disposal Site for two (2) consecutive months, the Contractor and County shall mutually agree on the process for processing wood.

Minimum Annual Recycling Requirements Calculation

- 1. Failure to recycle Waste in amounts required by the Contract with regard to the MARR.

$N = S \times T \times P$, where

N = Non-Performance Fees

S = Number of shortfall tons from the amount to be recycled in the applicable year

T = The per ton Tip Fee for the applicable year minus the Administrative/Regulatory Fee

P = Penalty factor, applied incrementally as follows:

Percentage Points Below

Recycling Requirement:	P Value
0 to 1	0.15
1 to 2	0.20
2 to 3	0.30
3 to 4	0.40
Greater than 4	0.50

**EXHIBIT A.1-2
DESIGNATED DISPOSAL SITES AND DESIGNATED PROCESSING
SITES**

Designated Facility Name and Address	Materials Accepted	Back-up Facility Name and Address	Minimum Processing Requirements
Finley Buttes Landfill 73221 Bombing Range Road Boardman, OR 97818	Solid Waste for disposal (Central and West Van), Tires	Wasco County Landfill OR Headquarters Landfill 3434 S Silver Lake Rd, Castle Rock, WA 98611	
Wasco County Landfill 2550 Seele Road The Dalles. OR 97058	Solid Waste for disposal (Washougal)	Finley Buttes Landfill OR Headquarters Landfill 3434 S Silver Lake Rd, Castle Rock, WA 98611	
West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660	Source Separated Recyclables for processing	Pioneer Recycling Services 16810 SE 120th Ave, Clackamas, OR 97015 OR Pioneer Recycling Services 4109 192nd St E Tacoma, WA 98446	Clark County Acceptable Materials List (Exhibit A.1-4)
Dirt Hugger 111 E Rockland Road Dallesport, WA 98617	Source Separated Organics, Food Waste for processing	Silver Springs Organics 13835 Military Rd SE Rainier, WA 98576	0-20 Gallons or 0-50 Picks per truckload
Burlington Environmental LLC, dba Clean Earth 625 S 32nd St. Washougal, WA 98671	Household Hazardous Waste, Batteries, Motor Oil, Antifreeze,		

	cooking oil for processing		
Metro Metals Northwest Inc. 2401 St. Francis Ln Vancouver, WA 98660	Electronics (Product Stewardship) for processing		
Clean Earth (through Paint Care) 625 S 32nd St. Washougal, WA 98671	Paint (Product Stewardship) for processing		
Nippon Dynawave Packaging 3401 Industrial Way Longview, WA 98632 WestRock Paper Mill 300 Fibre Way Longview, WA 98632 McKinley Paper Company 1902 Marine Dr Port Angeles, WA 98363	Wood Waste, Yard Debris for processing as hog fuel		

EXHIBIT A.1-3
MINIMUM TRANSPORT EQUIPMENT REQUIREMENTS

Refer to attached Minimum Transport Equipment Requirements Excel File.

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2024

	Commencement Date	Assumed PLF		Unit Cost	Total Funding	Adjusted Count
		Allocation	PLF Fund:			
Annual Tonnage Prior Year						
Annual Tonnage Current Year						
Annual Tonnage Percent Increase						
Containers						
Sealed Containers (Compactor)	374			\$	-	374
Open Top Intermodal (Top Load)	-			\$	-	-
Chassis						
Assigned to System for CRC (Transport from CTR)	20			\$	-	20
Assigned to System for TW (FB Landfill Short Haul)	12			\$	-	12
Tractors						
Highway	6			\$	-	6
Yard	5			\$	-	5
Possom Belly Trailers						
Possom Belly Trailers	10			\$	-	10
50 Yard Open Top (Organics Waste Transport)						
Assigned to WVAN	6			\$	-	6
Total	433			\$	-	433
Unallocated Funds to Be Deposited into RSWSF and DCIMRF as determined by the County				\$	-	

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2025

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year	0.0%							
Annual Tonnage Current Year	374	\$					374	\$
Annual Tonnage Percent Increase	-	\$					-	\$
Containers								
Sealed Containers (Compactor)	20	\$					20	\$
Open Top Intermodal (Top Load)	12	\$					12	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	6	\$					6	\$
Assigned to System for TV (FB Landfill Short Haul)	5	\$					5	\$
Tractors								
Highway	10	\$					10	\$
Possum Belly Trailers								
Possum Belly Trailers	6	\$					6	\$
50 Yard Open Top Organics Waste Transport								
Assigned to WVAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase Funds and Unallocated Funds to Date

Delayed Purchase								
Sealed Containers (Compactor)	-							
Open Top Intermodal (Top Load)	-							
Unallocated Funds	\$ -	\$						

Key:
 Yellow Highlight is Data Entry
 Red Highlight notes Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2026

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year	0.0%							
Annual Tonnage Current Year								
Annual Tonnage Percent Increase								
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TV (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Assigned to System for CRC (Transport from CTR)	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase	-	-
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$ -	\$ -

Key:

Yellow Highlight is Data Entry
 Red Highlight means Cell Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2027

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WYAN	6	\$					6	\$
Total	433						433	
Unallocated Funds								\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase	Current Year Adjustments	Adjusted Total
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$	\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2028

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$ -	\$ -	-			374	\$ -
Open Top Intermodal (Top Load)	-	\$ -	\$ -	-			-	\$ -
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$ -	\$ -	-			20	\$ -
Assigned to System for TW (FB Landfill Short Haul)	12	\$ -	\$ -	-			12	\$ -
Tractors								
Highway	6	\$ -	\$ -	-			6	\$ -
Yard	5	\$ -	\$ -	-			5	\$ -
Possum Belly Trailers								
Possum Belly Trailers	10	\$ -	\$ -	-			10	\$ -
50 Yard Open Top (Organics Waste Transport)								
Assigned to WYAN	6	\$ 300	\$ 1,800	-			6	\$ -
Total Unallocated Funds	433						433	\$ -

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase	-	-
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$ -	\$ -

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2023

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase			
Sealed Containers (Compactor)	-		
Open Top Intermodal (Top Load)	-		
Unallocated Funds	\$-	\$	

Key:
 Yellow Highlight is Data Entry
 Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2030

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase								
Sealed Containers (Compactor)	-							
Open Top Intermodal (Top Load)	-							
Unallocated Funds	\$-	\$						\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2031

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WY/VAN	6	\$					6	\$
Total	433						433	
Unallocated Funds								\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase	-	-
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$	\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2032

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase	-	-
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$	\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2033

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
50 Yard Open Top (Organics Waste Transport)	10	\$					10	\$
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase			
Sealed Containers (Compactor)	-		
Open Top Intermodal (Top Load)	-		
Unallocated Funds	\$-	\$	

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2034

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WYAN	6	\$					6	\$
Total	433						433	
Unallocated Funds								\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase	-	-
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$	\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2035

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
50 Yard Open Top (Organics Waste Transport)	10	\$					10	\$
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase			
Sealed Containers (Compactor)	-		
Open Top Intermodal (Top Load)	-		
Unallocated Funds	\$-	\$	

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2036

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

	Current Year Adjustments	Adjusted Total
Delayed Purchase	-	-
Sealed Containers (Compactor)	-	-
Open Top Intermodal (Top Load)	-	-
Unallocated Funds	\$	\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year 2037

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TW (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Possum Belly Trailers	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WY/VAN	6	\$					6	\$
Total Unallocated Funds	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase								
Sealed Containers (Compactor)								
Open Top Intermodal (Top Load)								
Unallocated Funds								
Current Year Adjustments								
Adjusted Total								
	\$-	\$						\$

Key: Yellow Highlight is Data Entry

Red Highlight notes Call Targeted to be Zero or Close to Zero

Table A.1-3.2: Minimum Transport Equipment Annual Adjustment for Contract Year Ending #31/2038

	Count	Unit Cost	Total Funding	Assumed Allocation	Final Allocation	Delayed Purchase	Adjusted Count	Unallocated Funds
Annual Tonnage Prior Year								
Annual Tonnage Current Year								
Annual Tonnage Percent Increase	0.0%							
Containers								
Sealed Containers (Compactor)	374	\$					374	\$
Open Top Intermodal (Top Load)	-	\$					-	\$
Chassis								
Assigned to System for CRC (Transport from CTR)	20	\$					20	\$
Assigned to System for TV (FB Landfill Short Haul)	12	\$					12	\$
Tractors								
Highway	6	\$					6	\$
Yard	5	\$					5	\$
Possum Belly Trailers								
Assigned to WVAN	10	\$					10	\$
50 Yard Open Top (Organics Waste Transport)								
Assigned to WVAN	6	\$					6	\$
Total	433						433	\$

Summary of Delayed Purchase/Funds and Unallocated Funds to Date

Delayed Purchase			
Sealed Containers (Compactor)			
Open Top Intermodal (Top Load)			
Unallocated Funds			
Current Year Adjustments			
Adjusted Total			
	\$		

Key:
 Yellow Highlight is Data Entry
 Red Highlight notes Cell Targeted to be Zero or Close to Zero

**EXHIBIT A.1-4
APPROVED PROGRAM MATERIALS FOR PROCESSING**

PROGRAM DROP-OFF MATERIALS AT TRANSFER STATIONS

1. Mixed waste paper
2. Newspaper
3. Cardboard
4. Milk Cartons and drink or liquid boxes (typically aseptic or gable top containers)
5. Narrow neck plastic bottles, jugs, and jars (typically PET (#1) and HDPE (#2) resins but can be manufactured with other resins)
6. Plastic yogurt and margarine tubs (typically polypropylene PP #5 resin)
7. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
8. Aluminum containers (typically UBCs)
9. Steel and tin containers, including empty aerosols
10. Ferrous and nonferrous scrap metal
11. Glass food and beverage containers, all colors
12. Source separated shredded paper
13. Film Plastic (typically HDPE #2 and LDPE #4)
14. EPS (#6) Block Foam (subject to market availability)
15. White Goods (non-freon containing)
16. Vehicle Batteries
17. Used motor oil and antifreeze (delivered in sealed clear plastic jugs)
18. Propane tanks and isobutane fuel canisters
19. Sharps

20. Materials covered by State EPR laws, including Paint covered by Paint Care, electronic products covered by E-cycle Washington program, Mercury Containing CFLs and Florescent Tube Lights covered by LightRecycle WA, batteries covered by EPR, and any future material covered by local or state producer responsibility laws

PROGRAM DROP OFF MATERIALS FOR A FEE AT TRANSFER STATIONS

1. Freon containing White Goods
2. Passenger and commercial tires (on and off rim)
3. Document shredding services
4. Asbestos or Potentially Asbestos Containing Material (PACM)
5. Select electronic products not covered by E-cycle Washington but banned in Oregon landfills
6. Oversized items or large volumes of material requiring special handling and/or a Special Waste permit for disposal such as (wastewater treatment plant solids, boats, trailers, etc.)

PROGRAM FOOD WASTE MATERIALS

1. All pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, and eggshells. Food Scraps may include select compostable plastic or paper bags used to contain materials, as approved by the designated Organics or Food Waste processor
2. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the designated Organics or Food Waste processor. Does not include compostable service ware, soiled paper, or other materials prohibited by the processor (or composting facility)

PROGRAM HOUSEHOLD HAZARDOUS WASTE (HHW) MATERIALS

1. Adhesives, glues, caulk, epoxy resins, sealants
2. Aerosols

3. Antifreeze*
4. Batteries (single-use, alkaline, rechargeable, lithium ion, etc.)
5. Chemical fertilizers
6. Cleaners, bleach, degreasers, polishes, waxes
7. E-cigarette/vaping devices and nicotine liquids (limited to 1 gallon per visit)
8. Fire extinguishers*
9. Fuel, gasoline, propane, white gas, lighter fluid, diesel oil
10. Lead-acid vehicle batteries*
11. Sharps* (in a puncture-proof container)
12. Mercury-containing lights*, thermostats, thermometers, switches
13. Motor oil*
14. Non-controlled medications
15. Paints, inks, stains, primers
16. Pesticides, insecticides, fungicides, herbicides
17. Solvents, thinners, paint strippers

**Item can be dropped off during all Receiving services hours Regional Transfer Stations, not just designated Household Hazardous Waste Receiving services hours.*

PROGRAM ORGANICS MATERIALS

1. Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Food Scraps generated by any Residential or Commercial customers

PROGRAM RECYCLABLE MATERIALS

1. Mixed waste paper (clean mixed waste paper, newspaper, colored paper, magazines, phone books, catalogues, advertising supplements, paperboard, paper towel and toilet paper rolls, brown or kraft paper)
2. Cardboard
3. Milk Cartons and drink or liquid boxes (typically aseptic or gable top containers)
4. Narrow neck plastic bottles, jugs, and jars (typically PET (#1) and HDPE (#2) resins but can be manufactured with other resins)
5. Plastic yogurt and margarine tubs, (typically polypropylene PP #5 resin)
6. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
7. Aluminum containers, (typically UBCs)
8. Steel and tin containers, including empty aerosols
9. Ferrous and nonferrous scrap metal
10. Glass food and beverage jars and bottle containers, all colors
11. Source separated shredded paper
12. Motor Related Fluids – used motor oil and antifreeze (contained in sealed clear plastic jugs)
13. Household Batteries – collected from curbside
14. Other Material(s) designated as being part of a Residential or Commercial Recycling collection program under County or City collection contract

PROGRAM WOOD WASTE MATERIALS

1. Branches, stumps, wood chips
2. Clean wood, lumber, plywood, OSB, clean pallets
3. Does not include pressure-treated, painted or stained wood, particle boards, plastic lumber, or

PROGRAM YARD DEBRIS MATERIALS

1. Leaves, grass, prunings, garden trimmings, branches, and small trees
2. Materials larger than four (4) inches in diameter or four (4) feet in length
3. Un-flocked, undecorated whole Christmas trees
4. Does not include sod, dirt, rocks, soil

EXHIBIT A.1-5 REPORTING REQUIREMENTS

The Contractor shall submit to the County Program Representative and Vancouver Program Representative no later than the thirtieth (30th) day after each month or on such other schedule agreed to by the Parties a monthly report that includes, but is not limited to, the following information related to the operation of the system (as applicable and unless otherwise required by the County Program Representative and Vancouver Program Representative):

1. Daily and monthly tonnages of solid waste, by material type and jurisdiction, brought into the Regional Transfer Stations, separately and combined;
2. Daily and monthly totals of incoming vehicles utilizing the Regional Transfer Stations, separately and combined;
3. Daily and monthly tonnage of containerized and other Solid Waste categories leaving the Regional Transfer Stations, separately and combined;
4. Daily and monthly totals of Containers leaving the Regional Transfer Stations, separately and combined;
5. Household Hazardous Waste information by Regional Transfer Station site;
6. Drop Off Area and Recycling activity information;
7. A summary of any suspicious and unacceptable waste incidents and actions taken;
8. A summary of any complaints and actions taken or recommended actions;
9. Any extraordinary occurrences affecting the Contractor or Subcontractor(s);
10. Status of facilities and operating equipment;
11. Any substantive correspondence between the Contractor and regulatory agencies relevant to the Contract;
12. Other items as deemed necessary by the County Program Representative and Vancouver Program Representative for its record-keeping and other Contract performance evaluation purposes; and

13. Daily and monthly tonnages of Waste delivered to the Regional Transfer Stations by Commercial Vehicle, separately and combined, originating from outside the County.

**EXHIBIT A.1-6
FUND CONTRIBUTIONS**

Refer to attached Fund Contributions Excel File.

Exhibit A.1-6: Capital Fund Calculator (MSW Tip Fee)

Initial Term	Note	2024	2025	2026	2027	2028	2029	2030	2031	2032
Contract Year	Commencement Date	2024	2025	2026	2027	2028	2029	2030	2031	2032
MSW Tip Fee	A	\$ 111.94	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)		\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
CPI Adjustment (actual to be entered)	B	6.55%	15.98	15.98	15.98	15.98	7.46	7.46	7.46	7.46
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)		\$ 95.96	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
MSW Tip Fee Less Portion Directed to RSWSF		\$ 15.98	\$ 15.98	\$ 15.98	\$ 15.98	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,000,000	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700
CPI Adjustment (actual to be entered)		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Guaranteed Minimum Contractor Contribution (2023 dollars)	C	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700
Estimated Additional DCIMRF Contribution	D	\$ 4,854,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700
MSW and Drop Box Annual Tonnage Calendar Year Actual Tonnage (to be adjusted annually)	E	2023	2024	2025	2026	2027	2028	2029	2030	2031
		399,639								
Estimated Tip Fee Directed to RSWSF (2023 dollars)	E	\$ 5,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to RSWSF	F	Execution of Contract	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution	E	\$ 4,200,000	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700	\$ 10,654,700
Payment Due Date to DCIMRF	D	Execution of Contract	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution		\$ 10,000,000	\$ 20,654,700	\$ 31,309,400	\$ 41,964,100	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800	\$ 52,618,800

Table Notes

A: Current MSW tip fee effective January 1, 2024 as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract.

B: Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$4,200,000 into the DCIMRF; and (ii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor's per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above.

C: Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above.

D: Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above.

E: Actuals, not estimates as shown above, shall be used for calculation purposes.

F: For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru August 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid monthly through the contract expiration date including any extension thereof.

G: The Contractor's guaranteed contribution to the DCIMRF in January 2025 will be reduced by the actual amount paid by the Contractor to the designated barge subcontractor for the barge transportation adjustment in 2024 (approximately \$599,344), pursuant to A.1.

Key: Yellow Cells are Data Entry

Exhibit A.1-6: Capital Fund Calculator (MSW Tip Fee)
Conditional Extension

Key: Yellow Cells are Data Entry

	2033	2034	2035	2036	2037	thru 8/31/2038
Contract Year						
MSW Tip Fee	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)						
CPI Adjustment (actual to be entered)						
Portion of MSW Tip Fee Directed to RSWSF (2023 dollars)	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46	\$ 7.46
MSW Tip Fee Less Portion Directed to RSWSF	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)	\$ (7.46)
Guaranteed Minimum Contractor Contribution (2023 dollars)						
CPI Adjustment (actual to be entered)						
Guaranteed Minimum Contractor Contribution (2023 dollars)						
Estimated Additional DCIMRF Contribution						
MSW and Drop Box Annual Tonnage Calendar Year						
Actual Tonnage (to be adjusted annually)						
Estimated Tip Fee Directed to RSWSF (2023 dollars)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Due Date to RSWSF	See Note F	See Note F	See Note F	See Note F	See Note F	See Note F
Estimated Additional DCIMRF Contribution						
Payment Due Date to DCIMRF	See Note D	See Note D	See Note D	See Note D	See Note D	See Note D
Cumulative Contractor Contribution	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800	\$52,618,800

Table Notes

- A:** Current MSW tip fee as defined in A.1. Approved MSW tip fee as defined in A.1 shall be used for 2025 through the expiration of Contract.
- B:** Regional Solid Waste System Fund (RSWSF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute (i) an estimated lump sum payment of \$5,800,000 into the RSWSF; (ii) an estimated lump sum payment of \$4,200,000 into the DCIMRF; and (iii) a per ton RSWSF contribution for monthly tonnages from January 1, 2024 through the commencement date into the RSWSF. Upon execution of the New Contract, Contractor's per ton contribution that shall be for monthly tonnages through the contract expiration date to RSWSF as defined in A.1 except as otherwise specified in Agreement in Principle. Per ton Contractor RSWSF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The per ton Contractor RSWSF contribution has been adjusted for 2024 as shown above.
- C:** Guaranteed Minimum Contractor Contribution shall be annually adjusted starting January 1, 2024 by 100% of CPI (first-half to first-half) computed by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Area. Should the CPI decrease any year, the Guaranteed Minimum Contractor Contribution shall remain fixed and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual fee adjustment in subsequent years until any and all CPI decreases are fully accounted. The Guaranteed Minimum Contractor Contribution has been adjusted for 2024 as shown above.
- D:** Designated Capital Improvement and Maintenance Restricted Fund (DCIMRF) contribution as defined in MSA. Upon execution of the New Contract, Contractor will contribute a lump sum payment of \$4,200,000 into the DCIMRF. DCIMRF contribution that shall be paid in January of the subsequent contract year to RSWSF as defined in A.1. DCIMRF contribution shall be annually adjusted starting January 1, 2024, and every January 1, thereafter as defined in A.1. The per ton DCIMRF contribution has been adjusted for 2024 as shown above.
- E:** Actuals, not estimates as shown above, shall be used for calculation purposes.
- F:** For 2023, the per ton RSWSF contribution shall be paid within 10 business days of execution of the contract. For January 1, 2024 thru August 31, 2024, the per ton RSWSF contribution shall be paid in January 2025. The RSWSF contribution shall be paid monthly through the contract expiration date including any extension thereof.
- G:** The Contractor's guaranteed contribution to the DCIMRF in January 2025 will be reduced by the actual amount paid by the Contractor to the designated barge subcontractor for the barge transportation adjustment in 2024 (approximately \$599,344), pursuant to A.1.

**EXHIBIT A.1-7
ANNUAL FEE ADJUSTMENT AND FEE SCHEDULE**

Refer to attached Annual Fee Adjustment and Fee Schedule Excel File.

Exhibit A.1-7

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Source: <https://data.bls.gov/cgi-bin/srgate>

Series Id: CWURS49DSA0

Not Seasonally Adjusted

Series Title: All items in Seattle-Tacoma-Bellevue, WA, urban wage

Area: Seattle-Tacoma-Bellevue WA

Item: All items

Base Period: 1982-84=100

Years: 2013 to Current

Key: Yellow Highlight are Data Entry

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	236.542	239.607	243.165	249.396	255.471	264.477	271.039	278.081	282.795	305.702	328.615	342.387	238.129	237.271	238.987
2014	238.963	244.293	246.925	251.848	259.487	268.957	273.488	276.244	281.131	280.152	279.308	274.954	242.732	242.006	243.458
2015	246.307	247.500	249.396	257.648	266.720	272.393	276.427	281.131	285.410	297.873	301.139	279.308	244.933	243.104	246.761
2016	252.639	252.393	249.396	257.648	266.720	272.393	276.427	281.131	285.410	297.873	301.139	279.308	250.523	248.769	252.277
2017	261.218	259.528	257.648	266.720	272.393	276.427	281.131	285.410	297.873	301.139	279.308	274.954	256.847	256.646	261.049
2018	269.719	267.757	266.720	272.393	276.427	281.131	285.410	297.873	301.139	279.308	274.954	273.272	267.550	265.898	269.203
2019	274.358	274.520	273.488	276.427	281.131	285.410	297.873	301.139	279.308	274.954	273.272	271.825	273.272	271.825	274.720
2020	280.152	281.131	276.244	286.700	310.928	321.626	293.607	295.410	297.873	280.152	279.308	274.954	278.476	277.012	279.941
2021	297.873	295.410	276.244	286.700	310.928	321.626	293.607	295.410	297.873	280.152	279.308	274.954	278.476	277.012	279.941
2022	325.897	322.664	321.626	310.928	332.082	336.135	293.607	295.410	297.873	325.897	324.906	324.906	317.403	310.691	324.114
2023	340.260	339.034	336.135	332.082	332.082	336.135	336.135	339.034	340.260	340.260	338.852	338.852	334.911	331.032	338.790
2024															
2025															
2026															
2027															
2028															
2029															
2030															
2031															
2032															
2033															
2034															
2035															
2036															
2037															
2038															

Exhibit A.1-7

Data 1: West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Source https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2DXL0_PTE_R50_DPG&t=M

Sourcekey 2DXL0_PTE_R50_DPG

Date West Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Key: Yellow Highlight are Data Entry

Month	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038		
January	3.587	3.147	4.454	5.085	4.555																
February	3.481	3.304	4.666	5.006	4.672																
March	3.304	3.622	5.733	4.865	4.652																
April	3.007	3.648	5.807	4.702	4.672																
May	2.897	3.721	6.076	4.605																	
June	2.928	3.809	6.465	4.435																	
July	2.956	3.916	6.193	4.529																	
August	2.960	4.004	5.648	5.110																	
September	2.947	4.024	5.633	5.577																	
October	2.926	4.177	5.838	5.528																	
November	2.979	4.398	5.736	5.116																	
December	3.082	4.392	5.249	4.755																	
Mid Year Average		3.258	4.843	5.250	4.917																
Change			48.62%	8.40%	-6.34%																

Month	Mid 20 thru Mid 21	Mid 21 thru Mid 22	Mid 22 thru Mid 23	Mid 23 thru Mid 24	Mid 24 thru Mid 25	Mid 25 thru Mid 26	Mid 26 thru Mid 27	Mid 27 thru Mid 28	Mid 28 thru Mid 29	Mid 29 thru Mid 30	Mid 30 thru Mid 31	Mid 31 thru Mid 32	Mid 32 thru Mid 33	Mid 33 thru Mid 34	Mid 34 thru Mid 35	Mid 35 thru Mid 36	Mid 36 thru Mid 37	Mid 37 thru Mid 38	Mid 38 thru Mid 39	
July	295.6	391.6	619.3	452.9																
August	296.0	400.4	564.8	511.0																
September	294.7	402.4	563.3	557.7																
October	292.6	417.7	583.8	552.8																
November	297.9	439.8	573.6	511.6																
December	308.2	439.2	524.9	475.5																
January	314.7	445.4	508.5	455.5																
February	330.4	466.6	500.6	467.2																
March	362.2	573.3	486.5	465.2																
April	364.8	580.7	470.2	467.2																
May	372.1	607.6	460.5																	
June	380.9	646.5	443.5																	
Avg (12 mo.)	325.8	484.3	525.0	491.7	-6.34%															
Change	-4.75%	48.62%	8.40%	-6.34%																

(Cents Per Gallon)

Exhibit A.1-7: Annual Fee Adjustments (Rate Model)

Key: Yellow Highlight are Data Entry

This model calculates the MSW Tip Fee. The rate is comprised of transfer & disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Disposal costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

The One-Time Barge Transportation Adjustment will be incorporated into the Transport operations and capital costs effective January 1, 2025 pursuant to Section 18.2

Tip Fee Components	MSW Current Year	Index	Factor	Index %	Difference	MSW New
Current MSW Tip Fee (Published)	\$ 111.94					
(less County Health Fee)	\$ (1.43)					
Net MSW Tip Fee	\$ 110.51					
Transfer & Disposal (80%)	\$ 88.41	CPI	82%	6.55%	\$ 4.75	\$ 93.15
Transport (20%)	\$ 22.10					
One-Time Barge Transportation Adjust.	\$ 1.60					
Transport Ops & Capital	\$ 19.28	CPI	100%	6.55%	\$ 1.26	\$ 20.54
Transport Fuel	\$ 4.42	PADD 5	100%	8.40%	\$ 0.37	\$ 4.79
Totals	\$ 112.11					\$ 118.49
Percent Rate Change						5.69%
Transfer & Disposal Factor Adjustment						
Prior 12 month Period Landfilled Tons	399,639					County Health Fee \$ 1.43
Current 12 month Period Landfilled Tons	406,833					New MSW Tip Fee \$ 119.92
Tonnage Change	7,194					Difference \$ 7.98
Percentage Change	1.80%					
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Continued)

Key: Yellow Highlight are Data Entry

This model calculates the Drop Box Tip Fee. The rate is comprised of transfer & disposal and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Disposal costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

The One-Time Barge Transportation Adjustment will be incorporated into the Transport operations and capital costs effective January 1, 2025 pursuant to Section 18.2.

Tip Fee Components	Drop Box Current Year	Index	Factor	Index %	Difference	Drop Box New
Current Drop Box Tip Fee (Published)	\$ 99.43					
(less County Health Fee)	\$ (1.43)					
Net Drop Box Tip Fee	\$ 98.00					
Transfer & Disposal (80%)	\$ 78.40	CPI	82%	6.55%	\$ 4.21	\$ 82.61
Transport (20%)	\$ 19.60					
One-Time Barge Transportation Adjust.	\$ 1.60					
Transport Ops & Capital	\$ 17.28	CPI	100%	6.55%	\$ 1.13	\$ 18.41
Transport Fuel	\$ 3.92	PADD 5	100%	8.40%	\$ 0.33	\$ 4.25
Totals	\$ 99.60					\$ 105.27
Percent Rate Change						5.69%

Transfer & Disposal Factor Adjustment		County Health Fee
Prior 12 month Period Landfilled Tons	399,639	\$ (1.43)
Current 12 month Period Landfilled Tons	406,833	New Drop Box Tip Fee \$ 106.70
Tonnage Change	7,194	Difference \$ 7.27
Percentage Change	1.80%	

Seattle-Tacoma-Bellevue CPI-W	
Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index	
Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)

Key: Yellow Highlight are Data Entry

This model calculates the Yard Debris Tip Fee at CTR. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Yard Debris Current	Index	Factor	Index %	Difference	Yard Debris New
Yard Debris @ CTR (Published)	\$ 79.49					
Transfer & Processing (80%)	\$ 63.59	CPI	82%	6.55%	\$ 3.41	\$ 67.01
Transport (20%)	\$ 15.90					
Transport Ops & Capital	\$ 12.72	CPI	100%	6.55%	\$ 0.83	\$ 13.55
Transport Fuel	\$ 3.18	PADD 5	100%	8.40%	\$ 0.27	\$ 3.45
Totals	\$ 79.49					New CTR Yard Debris Tip Fee \$ 84.00
Percent Rate Change						5.68%

Transfer & Disposal Factor Adjustment

Difference \$ 4.51

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)

Key: Yellow Highlight are Data Entry

This model calculates the Wood Waste Tip Fee at CTR. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Wood Waste	Index	Factor	Index %	Difference	Wood Waste New
Wood Waste @ CTR (Published)	\$ 79.49					
Transfer & Processing (80%)	\$ 63.59	CPI	82%	6.55%	\$ 3.41	\$ 67.01
Transport (20%)	\$ 15.90					
Transport Ops & Capital	\$ 12.72	CPI	100%	6.55%	\$ 0.83	\$ 13.55
Transport Fuel	\$ 3.18	PADD 5	100%	8.40%	\$ 0.27	\$ 3.45
Totals	\$ 79.49					\$ 84.00
Percent Rate Change						5.68%
Transfer & Disposal Factor Adjustment					Difference \$	4.51
Prior 12 month Period Landfilled Tons	399,639					
Current 12 month Period Landfilled Tons	406,833					
Tonnage Change	7,194					
Percentage Change	1.80%					
Seattle-Tacoma-Bellevue CPI-W						
Previous Year CPI 1st half	310.691					
Current Year CPI 1st half	331.032					
CPI Percent Change	6.55%					
PADD 5 Fuel Index						
Prior Period Index	4.8427					
Current Period Index	5.2496					
Fuel Index Percent Change	8.40%					

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)

Key: Yellow Highlight are Data Entry

This model calculates the Yard Debris Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Yard Debris Current	Index	Factor	Index %	Difference	Yard Debris New
Yard Debris @ West Van (Published)	\$ 79.01					
Transfer & Processing (80%)	\$ 63.21	CPI	82%	6.55%	\$ 3.39	\$ 66.60
Transport (20%)	\$ 15.80					
Transport Ops & Capital	\$ 12.64	CPI	100%	6.55%	\$ 0.83	\$ 13.47
Transport Fuel	\$ 3.16	PADD 5	100%	8.40%	\$ 0.27	\$ 3.43
Totals	\$ 79.01					\$ 83.50
Percent Rate Change						5.68%

New West Van Yard Debris Tip Fee \$ 83.50

Transfer & Disposal Factor Adjustment

Difference \$ 4.49

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)

Key: Yellow Highlight are Data Entry

This model calculates the Clean Wood Waste Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Wood Waste Current	Index	Factor	Index %	Difference	Wood Waste New
Wood Waste @ West Van (Published)	\$ 79.01					
Transfer & Processing (80%)	\$ 63.21	CPI	82%	6.55%	\$ 3.39	\$ 66.60
Transport (20%)	\$ 15.80					
Transport Ops & Capital	\$ 12.64	CPI	100%	6.55%	\$ 0.83	\$ 13.47
Transport Fuel	\$ 3.16	PADD 5	100%	8.40%	\$ 0.27	\$ 3.43
Totals	\$ 79.01					\$ 83.50
Percent Rate Change						5.68%

New West Van Wood Waste Tip Fee

Transfer & Disposal Factor Adjustment

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Difference \$ 4.49

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

Exhibit A.1-7: Annual Fee Adjustment (Rate Model) (Continued)

Key: Yellow Highlight are Data Entry

This model calculates the Organics and Food Waste Tip Fee at West Van. The rate is comprised of transfer & processing and transport costs. The two price indices selected for this model are the CPI-W for Seattle-Tacoma-Bellevue (Half 1) and the change in the PADD 5 West Coast Diesel Ultra Low Sulfur index.

Transfer & Processing costs ("Operating Fee") are escalated by 82% of the CPI. If the landfilled MSW tonnage volume increases by 3% or more from the prior 12 month period, the ratio is decreased to 75% of the CPI.

Transport costs ("Transport Fee") are escalated by two factors; CPI and the change in fuel. Operational and capital costs are adjusted by 100% of the CPI; whereas, the fuel is adjusted to the PADD 5 fuel index. Operations and capital costs comprise 80% of the Transport costs and fuel is the remaining 20%.

Tip Fee Components	Organics / FW Current	Index	Factor	Index %	Difference	Organics / FW New
Organics / FW @ West Van (Published)	\$ 97.50					
Transfer & Processing (80%)	\$ 78.00	CPI	82%	6.55%	\$ 4.19	\$ 82.19
Transport (20%)	\$ 19.50					
Transport Ops & Capital	\$ 15.60	CPI	100%	6.55%	\$ 1.02	\$ 16.62
Transport Fuel	\$ 3.90	PADD 5	100%	8.40%	\$ 0.33	\$ 4.23
Totals	\$ 97.50					\$ 103.04
Percent Rate Change						5.68%

New West Van Organics/FW Tip Fee \$ 103.04
5.68%

Transfer & Disposal Factor Adjustment

Prior 12 month Period Landfilled Tons	399,639
Current 12 month Period Landfilled Tons	406,833
Tonnage Change	7,194
Percentage Change	1.80%

Difference \$ 5.54

Seattle-Tacoma-Bellevue CPI-W

Previous Year CPI 1st half	310.691
Current Year CPI 1st half	331.032
CPI Percent Change	6.55%

PADD 5 Fuel Index

Prior Period Index	4.8427
Current Period Index	5.2496
Fuel Index Percent Change	8.40%

A.1-7: Fee Schedule

Effective 1-Jan-24

Fees By Type

Tip Fees (per ton)

	2024	Unit (Weight or Item)
MSW	\$ 111.94	per ton
Drop Box	\$ 99.43	per ton
Yard Debris (CTR)	\$ 79.49	per ton
Wood Waste (CTR)	\$ 79.49	per ton
Yard Debris (West Van)	\$ 79.01	per ton
Wood Waste (West Van)	\$ 79.01	per ton
Organics / Food Waste (West Van)	\$ 97.50	per ton

Special Waste Tip Fees (per ton)

Asbestos / PACM	\$ 310.72	per ton
Contaminated Soils	\$ 111.94	per ton

Additional Fees

Special Handling Fee	\$ 80.00	per load, plus tonnage charge
Extra Labor (hourly rate)	\$ 30.00	per load, plus tonnage charge
Transaction Fee "TF"	\$ 10.00	per trip
White Goods (i.e. large appliances that do not contain freon)	\$ 6.13	per item
Appliances (freon containing)	\$ 23.64	per item
Tires*		
Car Tire (on rim)	\$ 2.98	per item
Car Tire (off rim)	\$ 5.66	per item
Truck Tire (on rim)	\$ 11.03	per item
Truck Tire (off rim)	\$ 21.77	per item

* Transaction Fee not applied to first 4 tires. A transaction Fee will not be charged on the FIRST FOUR TIRES brought in separately. A \$5.25 minimum applies.

Document Shredding Services	\$ 9.34	per unit (banker box)
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Other / Drop Off

Recycling / Program Drop Off Materials at Transfer Stations	FREE
E-Cycle WA covered electronics	FREE
Program HHW for Drop Off	FREE Limited to 200 lbs., per trip
Other Special Waste Drop Off: Sharps, Motor Oil, Car Batteries	FREE
State EPR Programs: Pharmaceuticals, Paint	FREE

>>\$2 recycling rebate if delivering 40 lbs. of separated recyclables	\$ (2.00)	per trip
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State Refuse Tax	3.6%	per applicable law
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Fee Schedule published on CRC's website: [Rates and Fees | Columbia Resource Company](#)

A.1-7: Approved Fees Paid to State or Local Governments

<u>Fee Paid to LG</u>		<u>2024</u>	<u>Basis for Fee</u>	<u>Notes / Basis for Annual Adjustment</u>
County Admin Fee	\$	5.13	per ton	Adjusts based on CPI/Inflation Factor
County Health Fee	\$	1.43	per ton	Fixed Fee, does not adjust
Host Fees				
Vancouver	\$	14,669.53		Adjusts based on CPI/Inflation Factor
Washougal	\$	X.XX	blurry btwn - WCW/CRC	Adjusts based on Washougal agreement

**EXHIBIT A.1-8
METHODOLOGY FOR DEALING WITH ANY FUTURE DECREASE IN THE
CONSUMER PRICE INDEX**

If the net CPI indices percent change (after applying the 80% CPI or other applicable weighting factor) is negative for the prescribed reference period (most recent year compared to previous year), then the annual Tip Fee increase shall be deemed “zero” percent and shall not be negative. In the subsequent year(s) the ending “base year” net value that last produced a positive change in the tip fee shall remain the “base year” until such year that the new percent change becomes positive. Subsequent years that do not produce a positive percent change will continue to result in a “zero” percent adjustment to the tipping fee. The following example is used to illustrate this calculation:

FORMULA

$$\frac{(\text{Most Recent Index} - \text{Base Year Index})}{\text{Base Year Index}} \times \text{Applicable Weighting Factor} = \% \text{ Increase in Tip Fee}$$

Where Base Year = Most Recent Year with a Positive Increase in the Index above the previous high point

Example

Year 1: Net Index =	1000
Year 2: Net Index =	1010
Year 3: Net Index =	950
Year 4: Net Index =	990
Year 5: Net Index =	1050
Year 6: Net Index =	1060
Year 2 percent change:	$((1010-1000)/1000) \times 0.82 = \underline{+0.82\%}$
Year 3 percent change:	$((950-1010)/1010) \times 0.82 = -4.87\%$ call it <u>ZERO</u>
Year 4 percent change:	$((990-1010)/1010) \times 0.82 = -1.62\%$ call it <u>ZERO</u>
Year 5 percent change:	$((1050-1010)/1010) \times 0.82 = \underline{+3.25\%}$
Year 6 percent change:	$((1060-1050)/1050) \times 0.82 = \underline{+0.78\%}$

Example Applied to Prior CPI Index for Disposal Contract			
June 2007 Index =	201.217		
June 2008 Index =	209.456	Percent change 2008/07	$((209.456-201.217)/201.217) \times 0.82 = \underline{+3.358}$
June 2009 Index =	207.898	Percent change 2009/08	$((207.898-209.456)/209.456) \times 0.82 = -0.610 \underline{\text{ZERO}}$
June 2010 Index =	213.036	Percent change 2010/09	$((213.036-209.456)/209.456) \times 0.82 = \underline{+1.402}^*$
June 2011 Index =	218.872	Percent change 2011/10	$((218.872-213.036)/213.036) \times 0.82 = \underline{+2.246}$
* The following calculation was used for setting the 2011 MSW Tip Fee: $((213.036-207.898)/207.898) \times 0.82 = \underline{+2.027}$			

EXHIBIT A.1-9 NON-PERFORMANCE FEES

The following acts or omissions shall be considered non-compliance with the Contract and the County Program Representative and Vancouver Program Representative have the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

Receiving

1. Failure to accept materials during scheduled hours of operation – \$500 per hour, up to \$5,000 per day per facility

General Operations

2. Failure to achieve commercial collection vehicle truck turn around time upon implementation of a Fee or Capital Improvement Project(s) to impact traffic - \$50 per vehicle.
3. Failure to comply with notice requirements regarding transitioning from primary plan to back up plan - \$250 per instance per day
4. Failure to clear tip floor per work day - \$3,000 per facility per day
5. Failure to comply with any material prescribed procedures or requirements of a facility Operations Plan –
 - 5.1. 1st instance in Contract year- written notice
 - 5.2. 2nd instance in Contract year- \$250 per instance per facility
 - 5.3. Every additional instance in Contract year- \$500 per instance per facility

General Equipment, Maintenance, and Facility Condition

6. Failure to comply with equipment maintenance or operation requirement –
 - 6.1. 1st instance in Contract year- written notice
 - 6.2. 2nd instance in Contract t year- \$250 per instance per facility
 - 6.3. Every additional instance in Contract year- \$500 per instance per facility
7. Failure to comply with facility maintenance or operation requirement –

- 7.1. 1st instance in Contract year- written notice
- 7.2. 2nd instance in Contract year- \$250 per instance per facility
- 7.3. Every additional instance in Contract year- \$500 per instance per facility

Disposal/Processing Facilities

- 8. Disposal or incineration of uncontaminated source-separated organics, yard debris or recyclables without the prior written permission of the County/Vancouver Representative and/or State of Oregon- \$250 per ton
- 9. Causing any material delivered to the Contractor via the Contract to be delivered to any backup or other facility without the written consent of the County Program Representative in accordance with the procedures in this Contract: \$2,000 for the first occurrence and \$5,000 per occurrence thereafter

Planning and Reporting

- 10. Failure to comply with drafting and updating Operations Plans as required- \$100 per instance per day
- 11. Failure to comply with Contract and regulatory reporting as required- \$100 per instance per day

Customer Service

- 12. Failure to maintain and publish accurate Tip Fees, charges, and rates at the scale house, online, in publications, on billing statement, etc.- \$100 per instance per day
- 13. Failure to comply with Drop-off Area requirements -
 - 13.1. 1st instance in Contract year- written notice
 - 13.2. 2nd instance in Contract year- \$250 per instance per facility
 - 13.3. Every additional instance in Contract year- \$500 per instance per facility

Accounting / Billing Errors

- 14. Failure to bill accounts accurately:
 - 14.1. 1st instance in Contract year- written notice

- 14.2. 2nd instance in Contract year- \$100 per instance per account
- 14.3. Every additional instance in Contract year- \$200 per account
- 15. Failure to maintain accounting by facility and business line.
 - 15.1. 1st instance in Contract year- written notice
 - 15.2. 2nd instance in Contract year- \$250 per instance
 - 15.3. Every additional instance in Contract year- \$500 per instance

MASTER SERVICE AGREEMENT
ATTACHMENT A.2

HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services

Description: Regional Recyclables Processing Services

Supplier Contract Number: N/A
 Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818
 MSA Contract Period: September 1, 2024 - December 31, 2032
 Attachment A.2 Term: September 1, 2024 - December 31, 2027

County Contacts		
Program	Fiscal	Contract
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Vancouver Contacts		
Program	Fiscal	Contract
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Contractor Contacts		
Program	Fiscal	Contract
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By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler 08/27/24
Date
Dan Schooler,
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Mitchellbrink 08/26/24
Date
Amanda Mitchellbrink,
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

1.1. **Initial Term.** This Contract shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on December 31, 2027 at 11:59 PM, Pacific Time or sooner upon successful negotiations for services at a new Recycling Processing Center. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during the initial term pursuant to the Master Services Agreement Terms and Conditions Section 4.

1.2. **Conditional Extension Term.** Upon successful negotiations for services at a new Recycling Processing Center on or before December 31, 2025, the County or County successor shall extend this Attachment A.2. for an additional one (1) year term, if necessary, commencing on January 1, 2028 and shall terminate no later than December 31, 2028 at 11:59 PM, Pacific Time. The County or County successor, and with input from Vancouver, shall provide written notice of intent to extend this Attachment A.2 no later than sixty (60) calendar days prior to the termination of the then current term. This provision in no way limits the County's or Vancouver's authority to terminate this Contract, in its entirety or in part, at any time during any optional conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. RECYCABLES PROCESSING SERVICES

2.1. **Recycling Processing Center Hours of Operation and Holidays.** The Contractor shall provide Recyclables Processing Services in compliance with the conditional use permit for the Recycling Processing Center and West Van Regional Transfer Station Operations Plan and zoning except when approved in writing by the County Program Representative and excluding holidays per Section 2.1.2.

2.1.1. **Conditional Use Permit as to Hours of Operation.** To the extent the current Conditional Use Permit for the Recycling Processing Center at the West Van Regional Transfer Station does not permit the hours of operation contemplated by this Contract (including this Section 2.1 and Section 2.3.1), the Contractor shall within thirty (30) calendar days following the effective date of this Contract submit necessary documentation to amend such Conditional Use Permit to the applicable jurisdiction and shall complete such amendment within a reasonable period of time. In the event the applicable jurisdiction does not grant the amendment to such Conditional Use Permit, the Parties agree that the failure to amend such Conditional Use Permit shall not constitute a breach or violation of this Contract, provided that such failure to amend is not caused by the Contractor's failure to respond to or comply with a reasonable request or condition of the applicable jurisdiction.

2.1.2. **Holidays.** The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day. The Contractor shall observe all of the above-mentioned holidays by suspension of Recyclables Processing on a holiday.

2.2. **Security of Recycling Processing Center.** The requirements for security required for the West Van Regional Transfer Station set forth in Section 2 of Attachment A.1 shall apply to the Recycling Processing Center.

2.3. **Fire Protection and Life Safety of Recycling Processing Center.** The requirements for fire protection and life safety required for the West Van Regional Transfer Station set forth in Section 2 of Attachment A.1 shall apply to the Recycling Processing Center.

2.4. **Delivery of Materials.**

2.4.1. **Delivery of Recyclables Generated in the County and Cities to Recycling Processing Center.** The Contractor shall accept all recyclables generated in the County and Cities delivered to the Recycling Processing Center. The County and Vancouver shall deliver recyclables generated in the County and Vancouver and collected by County and Vancouver municipal, contracted, or franchised hauler to the Recycling Processing Center. The County shall require any other City served by the Plan to deliver all recyclables generated in such City and collected by such City's municipal, contracted, or franchised hauler to the Recycling Processing Center.

2.4.2. **Delivery of Materials from Other Sources to Recycling Processing Center.** The Contractor may accept deliveries of materials generated from other sources not included in Section 2.4.1 with prior written approval of the County Program Representative and subject to the written negotiated terms between the County, Vancouver, and the Contractor. The Contractor shall not accept materials generated from sources out-of-state, excluding the State of Oregon, and delivered to the Recycling Processing Center that is not included in Section 2.4.1 without prior written approval of the County, Vancouver, and compliance with the written negotiated terms between the County, Vancouver, and the Contractor.

2.5. **Receiving Services.**

2.5.1. **Receiving Services Hours of Operation.** Except as otherwise provided herein, the Contractor shall accept all approved Program Recyclables delivered to Recycling Processing Center during Receiving services hours of operation.

2.5.1.1. **Recyclables.** The Parties agree that the Receiving services hours and days of operation at Recycling Processing Center

shall be from 6:00 A.M.to 6:00 P.M., Pacific Time on Monday, Tuesday, Wednesday, Thursday, and Friday.

2.5.1.2. **Inclement Weather or Other Unforeseen Circumstance.** In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the Parties shall work cooperatively to shorten or extend the receiving services hours and days of operation for County and Cities' municipal, contracted, or franchised hauler for the Recycling Processing Center. If the Parties agree to shorten or extend the receiving services hours of operation for County and Cities' municipal, contracted, or franchised hauler for the Recycling Processing Center, the Contractor shall provide prompt written notice to City Representatives of any changes to Receiving Services hours and days of operation for the Recycling Processing Center.

2.5.2. **Location of Receiving Services.** The Contractor shall accept all Recyclables within the Recycling Processing Center Building at the West Van Regional Transfer Station site and in accordance with the approved Facility Operations Plan.

2.5.3. **Priority Access.** The Contractor shall provide priority access at the Recycling Processing Center to County and Cities municipal, contracted, or franchised hauler. Priority access means that Contractor shall always provide service to County and Cities municipal, contracted, or franchised hauler prior to all other persons delivering materials.

2.5.4. **Vehicle Wait and Turnaround Time.** The Contractor understands and agree vehicle wait and turnaround time impacts the Regional System. Therefore, the Parties shall work cooperatively to minimize wait and vehicle turnaround time. The Parties shall use reasonable efforts to achieve average times on site of no more than the average times referred to in Sections 2.5.4.1 and 2.5.4.2. The Parties agree the average vehicle turnaround times set forth herein may be adjusted by mutual agreement upon implementation of capital improvements to the West Van Regional Transfer Station or upon implementation of Contractor improvements to the Recycling Processing Center site paid by the Contractor.

2.5.4.1. **Commercial Vehicle Turnaround Time.** The Parties shall work cooperatively to achieve weekly average times on site of no more than twenty (20) minutes from the time the inbound commercial vehicle leaves the scale house and the time such commercial vehicle returns to the scale house including any time spent in the outbound scale house queue.

2.5.4.2. **Other Customers.** The Parties shall work cooperatively to achieve weekly average times on site of no more than thirty (30) minutes from the time the inbound non-commercial vehicle leaves the scale house and the time the non-commercial vehicle returns to the scale house including any time spent in the outbound scale house queue.

2.5.5. **Inspection of Loads.** As part of receiving services, the Contractor shall inspect in accordance with this Section the contents of all loads of material delivered to the Recycling Processing Center to confirm such material does not contain Unacceptable Waste.

2.5.5.1. **Timing of Inspection of Loads.** The Contractor shall conduct inspections while a route vehicle or person is unloading material at the Recycling Processing Center and prior to such route vehicle leaving the Recycling Processing Center. The County Program Representative or City Representative for where such material was generated may be present to observe any inspection and may at its sole discretion and cost also inspect such material delivered to the Recycling Processing Center. If the County Program Representative or the City representative for where such material was generated is not present, the Contractor shall notify the County Program Representative or City representative for where such material was generated of the presence of Unacceptable Waste promptly upon discovery.

2.5.5.2. **Rejection of Material.** If the Contractor rejects any material, the Contractor shall provide the Person delivering such material with education as to the proper handling and management of such materials at the time such material is rejected. If the Contractor discovers Unacceptable Waste prior to delivering Person leaving the Recycling Processing Center, the Contractor may reject the material or return the Unacceptable Waste to such Person if deemed safe due to the nature of the material. If return to such Person is deemed unsafe due to the nature of the material, the Contractor shall coordinate for the safe management of the Unacceptable Waste and seek reimbursement from such Person for the actual reasonable cost of that disposal. The Contractor shall gather information and evidence, including photographs of any and all Unacceptable Waste and report to City representative for where such material was generated and County Representative and Vancouver Representative.

2.5.6. **Ownership of Materials.** Excluding rejected material in accordance with Section 2.5.5.2, ownership of the materials within a load shall

remain with the Person delivering such material while the Person is at the Recycling Processing Center and shall pass to the Contractor immediately upon such Person leaving the Recycling Processing Center.

2.6. **Processing Services.** The Contractor shall process all material received at the Recycling Processing Center in accordance with the Facility's Operations Plan. The Contractor shall process all recyclables received at Regional Transfer Stations Drop-off Areas for diversion at the Recycling Processing Center unless an alternative is required per the Contract or mutually agreed to in writing by the County Program Representative, Vancouver Contract Representative, and the Contractor Contract Representative.

3. **MINIMUM RECYCLABLES PROCESSING REQUIREMENTS**

3.1. For the current Recycling Processing Center, the Contractor shall use commercially reasonable effort to recover a minimum of eighty-five percent (85%) or higher based on weight of approved Program Recyclables recovered divided by weight of total approved Program Recyclables Received at the Recycling Processing Center and delivered by County, Vancouver, and Cities' municipal, contracted, or franchised hauler from residential customers. The Parties agree the above calculation excludes residuals.

4. **RECYCLABLES ALLOCATION STUDY AND RESIDUE STUDY**

4.1. **Allocation Study.** The Parties agree that the materials composition information derived from the annual Allocation Study shall be used for calculating the quarterly revenue share between the Parties. If agreed and approved by the County Program Representative and Vancouver Contract Representative, CRC may complete the study using existing staffing, the cost of which the parties acknowledge is already included in the Processing Tip Fee calculation pursuant to Exhibit A.2-4. Alternatively, the County and Vancouver may request the Contractor, at Contractor's sole expense, to retain a third party approved by County Contract Representative and Vancouver Contract Representative to conduct the Allocation Study in accordance with the protocol set forth in Exhibit A.2-2. The Allocation Study shall be completed annually and conducted between May 1st and June 30th of each year. If requested and approved by the County Program Representative and Vancouver Contract Representative, the Parties agree that the cost of retaining a third party to perform the annual Allocation Study will be an allowable expense included in the Processing Tip Fee calculation pursuant to Exhibit A.2-4.

4.2. **Residue Study.** If requested and approved by the County and Vancouver, the Contractor may retain a third party approved by the County and Vancouver to perform a residue study. If approved, the Parties agree that the cost of retaining a third party to perform a residue study will be an allowable expense included in

the Processing Tip Fee calculation pursuant to Exhibit A.2-4 or an expense to be reimbursed by the County.

5. RECYCLING PROCESSING CENTER OPERATIONS PLAN

5.1. **Initial Operations Plans.** No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative and Vancouver Contract Representative for County approval of a complete and detailed Operations Plan for the Recycling Processing Center within the West Van Regional Transfer Station site. The Contractor agrees such revisions shall be subject to prior approval by the County Public Health Solid Waste Enforcement and any other applicable regulatory agency. The approval of the Operations Plans shall not be construed as a limitation on Contractor's obligation pursuant to the provisions of the Contract. The Operations Plans shall be of sufficient detail to satisfy the County and Vancouver of the Contractor's ability to continue operations for the term of the Contract including but not limited to the following:

- 5.1.1. Capacity assurance
- 5.1.2. Personnel requirements
- 5.1.3. Receiving services by material type
- 5.1.4. Processing services by material type
- 5.1.5. Minimum processing requirements by material type
- 5.1.6. End markets information by material type
- 5.1.7. Recordkeeping and reporting
- 5.1.8. Equipment requirements
- 5.1.9. Facility and equipment maintenance plans
- 5.1.10. Contingency plans including specific measures to be employed when the normal operating resources including when transportation equipment is unavailable
- 5.1.11. Environmental controls
- 5.1.12. Vectors and pests, spillage, leakage, litter and odor, and other nuisance plans
- 5.1.13. Health and safety procedures
- 5.1.14. Facility security and fire safety assessment plan

5.1.15. Other information requested by the County or Vancouver

5.2. Revisions to Operations Plans. The Contractor shall annually review and revise, as necessary, any required Operations Plan to maintain the information contained in those plans current and reflect any substantive changes to activities, information or other material included in those plans. The annual review and revision shall be completed no later than September 30th each year. The Contractor agrees such revisions shall be subject to prior approval by the County Public Health Solid Waste Enforcement and any other applicable regulatory agency. The County Program Representative and Vancouver Contract Representative shall be copied regarding any proposed revisions submitted to County Public Health. The County Program Representative and Vancouver Contract Representative shall be promptly notified of any revisions to the Operations Plan approved by County Public Health.

6. ALTERNATIVE METHODS

- 6.1. No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County Program Representative for approval a complete and detailed plan for Alternative Methods event(s) for the Recycling Processing Center to be incorporated into the approved Operations Plan. The plan shall be of sufficient detail to satisfy County Public Health Solid Waste Enforcement and any other regulatory agency, the County Program Representative, and Vancouver Contract Representative of the Contractor's ability to continue operations during an Alternative Methods event(s) for the term of the Contract including but not limited to timeline and process for transitioning from primary to contingency plan.
- 6.2. Except as set forth herein, the Contractor shall be solely responsible for any and all additional costs related to the utilization of Alternative Methods including but not limited to operation, receiving, transport, and/or processing methods. The Contractor shall be responsible for procuring any Alternative Methods including but not limited to equipment, labor, permits, and other resources associated with Alternative Methods.
- 6.3. The Contractor shall not use Alternative Methods for which the Contractor requests additional compensation without written approval from County Program Representative. For any Alternative Method which the Contractor requests additional compensation, the Contractor shall fully demonstrate and document the need for the additional compensation to the County Program Representative and Vancouver Contract Representative's satisfaction and approval, acting reasonably, as a precedent to the Contractor's right to a compensation increase under this Contract. For any Alternative Method for which the County or Vancouver requests a reduction in compensation, the Contractor shall be fully responsible to demonstrate and document the need for the reduced compensation to the County and Vancouver's satisfaction and approval, acting reasonably.

- 6.4. If a baler or other major processing system component goes down, the Contractor shall immediately transition to the contingency plan described in the Operations Plan for the Facility and promptly notify the County Program Representative, Vancouver Contract Representative, and County Public Health Solid Waste Enforcement. The Contractor shall promptly discontinue utilizing the contingency plan as soon the system component is repaired and notify the County Program Representative, Vancouver Contract Representative, and County Public Health Solid Waste Enforcement.
- 6.5. Under no circumstances is the Contractor allowed to store bales of unprocessed, commingled recyclables outside the Recycling Processing Center Building as a result of a major system component failure. Storage of unprocessed, commingled recyclables outside the Recycling Processing Center Building is not considered an approved Alternative Method. Storage of processed material baled for market is acceptable when stored in a covered area outside the Recycling Processing Center Building. In the event of a major market disruption the Contractor shall notify County Public Health Solid Waste Enforcement, County Program Representative, and Vancouver Contract Representative that no market is available, and no Alternative Method can be implemented. Upon notification and approval from the County and Vancouver, the Contractor may store bales of marketable material outside the Recycling Processing Center Building in an uncovered area.

7. ADDITION OR DELETION OF APPROVED RECYCLABLES

The County and Vancouver reserve the right to add or delete Program Recyclables from the program as shown in Exhibit A.2-7 if the Parties mutually agree it is economically and technically feasible. An increase or decrease in compensation pursuant to Section 18, if any, for addition or deletion of materials shall be negotiated between the Parties and implemented by an amendment to this Contract.

8. COMMINGLING OF RECYCLABLES PROHIBITED

The Contractor shall not mix unsorted or processed recyclables with other materials such as Solid Waste. The Contractor may mix unsorted commingle with processed Recyclables or residuals with high quantities of recyclables generated from the Recycling Processing Center for additional Processing, as necessary, and for no additional cost and so long as material quality is not adversely impacted.

9. LIABILITY FOR UNACCEPTABLE WASTE

9.1. Responsibility for Unacceptable Waste. If the Contractor receives Unacceptable Waste, the Contractor may at its option return that waste to the Person who delivered it in accordance with the operating and Recycling Processing Center regulations approved by County Program Representative or the Contractor may dispose of that Unacceptable Waste in accordance with all applicable laws and regulations and charge the Person responsible for that

delivery for the cost of that disposal, plus an amount equal to 10% of the cost of handling the Unacceptable Waste or Special Handling Fee. If the Contractor is unable to identify the person responsible for the nonconforming delivery and return the Unacceptable Waste to that Person, the Contractor shall at the Contractor's sole expense, dispose of that Unacceptable Waste in accordance with applicable law. The Contractor shall pay all costs, consequential damages, or liability related to Unacceptable Waste not returned in accordance with this Section to the Person delivering that waste except that the Contractor may pursue any available remedies against Persons later identified as responsible for delivering that Unacceptable Waste per Section 2.

9.2. Prosecution of Persons Delivering Unacceptable Waste. The County shall assist the Contractor in identifying Persons responsible for delivering Unacceptable Waste to the Recycling Processing Center and shall, subject to the County Prosecuting Attorney's direction, diligently prosecute Persons who illegally deposit Unacceptable Waste at the Recycling Processing Center within the County.

10. DISPOSAL OF MATERIAL DELIVERED FOR DIVERSION PROHIBITED

The Contractor shall not dispose of any approved Program Drop-off or Recyclables delivered by County, Vancouver, other Cities, or other material recovered by Contractor for diversion, or market such materials to brokers and end markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the County Program Representative and City Representative when material is derived from within such City or under such City's collection services contract. The Contractor may dispose of allowable thresholds of residuals generated from the Recycling Processing Center.

11. FACILITY SCALE HOUSE SERVICES

The Contractor shall be responsible for operation of the scale house at the West Van Regional Transfer Station to perform scale house services for the Recycling Processing Center. The Contractor shall be responsible for all activities related to the scale house including but not limited to weighing all vehicles, maintenance and calibration of the scale in accordance with the scale manufacturer's recommendations, and billing and collection of payment, and ensuring the average vehicle turnaround times targeted in Section 2.5.4 and consistent with scale house services as outlined in Attachment A.1.

12. FACILITY MAINTENANCE REQUIREMENTS

The Contractor shall be solely responsible for all Maintenance related to Contract services, including but not limited to the Recycling Processing Center and equipment maintenance, servicing, and renewal and replacement, including routine and non-routine maintenance. The Parties agree no Funds pursuant to the Master Services

Agreement and Attachment A.1 Section 19 shall be used or invested in the Recycling Processing Center.

13. RECYCLING PROCESSING CENTER SITE OWNERSHIP AND ACCESS

13.1. **Recycling Processing Center Site Ownership.** The Parties agree the County and Vancouver shall have the right to purchase the West Van Regional Transfer Station Site, including but not limited to the Recycling Processing Center (but excluding all material processing equipment within the Recycling Processing Center), pursuant to the Master Services Agreement and Attachment A.1 Section 14.

13.2. **Recycling Processing Center Site Access.** Upon reasonable advance notice to the Contractor, County staff, and Vancouver staff shall be able to access and use the West Van Regional Transfer Station Site, including the Recycling Processing Center, during normal operating hours excluding Allocation Study and Residue Study or otherwise agreed upon, for the purpose of providing tours of the facility and conducting other business matters related to the Recycling Processing Center services and operations. Any access and use of these areas by the County or Vancouver shall not create an impact on the Contractor's operation of the Recycling Processing Center. The only additional exception is for County or other regulatory staff conducting regular inspections.

14. RECYCLING PROCESSING CENTER EQUIPMENT OWNERSHIP, REMOVAL, AND BUILDING REPAIRS UPON EQUIPMENT REMOVAL

14.1. The Contractor owns all of the material processing equipment within the Recycling Processing Center and is responsible for all costs for equipment Maintenance. The Contractor is responsible for all costs associated with removal of the equipment and building repairs when a new material recovery facility is in operation.

14.2. Building repairs required upon removal of the processing equipment include, but are not limited to, the following:

14.2.1. Concrete floor will be clean, safe, and level surface for future operations.

14.2.2. Any processing equipment and its attachments that are supported from the roof structure shall be removed.

14.2.3. Remove the entire processing equipment system and remove anchor rods and floor penetrations. Anchor rods may be cut off at the concrete floor surface and ground down level with the concrete floor surface.

- 14.2.4. Access platforms, fire sprinklers below the platforms, platform supports, steel embeds, guardrails, bunkers, and bollards, but not limited to, are considered as part of the system and shall be removed.
- 14.2.5. Bollards that are in place to protect the building columns shall not be removed.
- 14.2.6. All conveyor pits shall be filled with suitable structural engineered fill and leveled to the concrete floor elevation with minimum 8" reinforced concrete floor slabs.
- 14.2.7. All dust suppression systems, ventilation, and fire suppression systems supported by the roof structure shall be cleaned and rendered fully operational.
- 14.2.8. All building electrical systems and the dust control bag house shall be fully operational.
- 14.2.9. Electrical power and control systems that supply the removed material processing equipment and systems shall be removed.
- 14.2.10. Permits and inspections by permitting agencies for the demolition and removal work shall be obtained and paid for by the Contractor.

15. UTILITIES

- 15.1. The Contractor shall be responsible for the cost of all utilities including but not limited to the water, sewer or septic service, power natural gas or electric service, and phone and internet service.
- 15.2. The Contractor shall be responsible to equip the Recycling Processing Center with an emergency backup power system, so as to ensure power, lights, and safety in the event of a power shortage. This should include, as a minimum, auxiliary lighting, as well as adequate power to continue to operate the Facility.

16. PROPERTY TAXES

The Contractor shall be responsible for any and all property taxes for the current Recycling Processing Center but only for so long as the Recycling Processing Center is located in the West Van Transfer Station and the West Van Transfer Station is owned by the Contractor.

17. RECORDKEEPING AND REPORTING

- 17.1. The Contractor shall provide to the County Program Representative and the Vancouver Contract Representative by the fifteenth (15th) day of each month a report for the preceding month in accordance with Exhibit A.2-3. The Contractor shall provide the County Program Representative and Vancouver

Contract Representative quarterly, semi-annual, and annual reports in accordance with Exhibit A.2-3. The Contractor shall provide reports in an electronic file format and report organization format approved by the County and Vancouver. The Contractor shall not provide reports in a non-editable format unless requested by the County and Vancouver.

- 17.2. The Contractor shall comply with all reporting requirements of the permitting agencies and permits and provide copies of all reports to the County Program Representative and the Vancouver Contract Representative.

18. COMPENSATION PROVISIONS

18.1. **Contractor Compensation for Recyclables Processing.** The Contractor shall receive compensation for processing Recyclables delivered to the Recycling Processing Center in accordance with this section. The Contractor shall pay taxes to Cities, County, and State in accordance with this section and Master Services Agreement Section 9. All Fees shall remain fixed except as provided herein.

18.1.1. The Contractor receives compensation for Recyclables Processing through a Fee structure that consists of (i) revenue retained from the sale of Recyclables as described herein and (ii) a County approved Processing Tip Fee. This Fee structure is passed through to County, Vancouver, and Cities Single Family and Multi-family residents subject to separate collection contract terms pursuant to Section 2.4.1.

18.1.2. Commercial Recyclables collected within Clark County and delivered by companies affiliated with the Contractor and/or private entities not affiliated with the Contractor shall not be subject to the Fee structure described by this Contract.

18.1.3. Out-of-county Recyclables delivered to the Recycling Processing Center under Section 2.4.2 by companies affiliated with the Contractor shall be subject to a fee structure described by the Contractor and approved by the County.

18.1.4. The Contractor shall not charge any Fees for Receiving and Processing Recyclables from public Drop-off areas at the Regional Transfer Stations.

18.1.5. The Contractor shall weigh all Recyclables delivered to the Recycling Processing Center and Regional Transfer Stations by collection contractors. The Contractor shall maintain records of the weight of Recyclables and the Persons delivering the Recyclables by location and submit those records to the County and Vancouver each month. The Contractor is not required to pay Persons for any Recyclables delivered to Recycling Drop-off Areas.

18.2. **Allocation Study.** As described in Section 4.1 and Exhibit A.2-2 and A.2-4, Contractor or an agreed-upon third party shall conduct an Allocation Study to determine the percentage of each type of marketable recycling commodity included in each ton of Recyclables delivered to the Recycling Processing Center by recycling collection contractor(s) from the County, Vancouver and Cities.

18.3. **Revenue from the Sale of Recyclables.** The Contractor is responsible for Processing, marketing, and the sale of Recyclables delivered to the Recycling Processing Center by recycling collection contractor(s) operating under separate collection contracts with the County, Vancouver, and Cities. Contractor is required to submit quarterly reports to the County and Vancouver as described herein. The County and Vancouver are entitled pursuant to this Contract to receive their proportionate share of revenue from the sale of Recyclables as described herein.

18.3.1. Calculation of Quarterly Revenue from the Sale of Recyclables.

18.3.1.1. The Contractor is required to maintain records of delivery of Recyclables from recycling collection contractor(s) operating under separate collection contracts with the County, Vancouver, and Cities.

18.3.1.2. On a quarterly basis, the Contractor shall calculate and report to the County and Vancouver the tons of Recyclables delivered to the Recycling Processing Center by the recycling collection contractor(s) operating under contract with the County and Vancouver.

18.3.1.3. Quarterly reports will be submitted for the periods: January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31, and gross revenue therefrom, within thirty (30) days of the end of each quarter.

18.3.1.4. Quarterly tons processed by commodity type is calculated by multiplying total tons delivered by the County and Vancouver for Processing by the annual allocation study material commodity percentages by for each commodity type processed. An example of the allocation study is attached as Exhibit A.2-4 (A).

18.3.1.5. Quarterly revenue by commodity type is calculated by multiplying the quarterly tons processed by commodity type by the average per ton market price for each commodity type.

18.3.1.6. Total quarterly revenue from the sale of Recyclables is calculated as the sum of all quarterly revenues generated by each commodity type. Total revenue is then shared between

the County and Vancouver based on a proportionate share of the tons of Recyclables delivered from each jurisdiction to the Recyclables Processing Center.

18.3.1.7. An example of a quarterly report is attached as Exhibit A.2-4 (B).

18.3.1.8. Following County and Vancouver review of the quarterly revenue report and direction to the Contractor to proceed with distribution of quarterly revenue share, Contractor shall promptly distribute payments as directed to the County and Vancouver within twenty-one (21) days of County notice to proceed.

18.3.1.9. An example of an Annual Report for Allocated Revenue from the sale of Recyclables by commodity type is attached as Exhibit A.2-4 (D).

18.3.2. Distribution of Revenue from Sale of Recyclable Materials.

Revenue received from the sale of Recyclables delivered to the Recycling Processing Center from collection contractor(s) of the County and Vancouver shall be distributed as follows:

18.3.2.1. Beginning January 1, 2024, Contractor shall retain (i) a per ton Base Fee for Processing Recyclables delivered to the Recycling Processing Center and (ii) an initial percentage of the revenue from the sales of recyclables for compensation in an amount equal to:

i. Base Fee for Recycling Processing: (\$42.66 per ton as of January 1, 2024) of Recyclables received; and

ii. After subtracting the Base Fee for Recycling Processing, 18.3.2.1(i) above, the Contractor shall retain thirty percent (30%) of the remaining revenue derived from the sale of those Recyclables materials.

18.3.2.2. Contractor shall pay the County and Vancouver any amount of revenue remaining after Contractor retains the initial amounts described in 18.3.2.1 (i) and (ii) pursuant to the revenue share procedures set forth in Section 18.3.1.6.

18.3.3. Annual Calculation of Revenue Retained from the Sale of Recyclables.

18.3.3.1. The annual review period for the calculation of revenue retained from the sale of Recyclables is based on the first six

(6) months of the previous year and the last six (6) months of the year preceding that year, from July 1st through June 30th.

18.3.3.2. The Contractor will provide a report for the review period based on the prior four quarterly revenue reports submitted to the County and Vancouver. An example of the annual report is attached as Exhibit A.2-4 (C).

18.3.3.3. The Contractor will provide the County and Vancouver an annual report providing details on revenue from the sale of Recyclables for those materials included in the list of approved Recyclable materials pursuant to Exhibit A.2-7. The intent of the report is to allow the County and Vancouver to verify that the Contractor has correctly applied the results of the Allocation Study to derive average quarterly and average annual revenue per ton. An example of annual report is attached as Exhibit A.2-4 (D).

18.4. Annual Inflationary Adjustment for Base Fee for Recycling Processing.

The Base Fee for Recycling Processing, as described in 18.3.2, may be adjusted each year up to the rate of 82% of the percentage point increase or decrease in the CPI as specified in the Contract.

18.4.1. Should the CPI decrease any year, the Base Fee for Recycling Processing shall remain fixed, and the negative CPI decrease shall be carried forward into subsequent years for the purposes of calculating the annual adjustment in subsequent years until any and all CPI decreases are fully accounted. The Parties agree to the calculation as shown in Exhibit A.2-5.

18.4.2. Notwithstanding the foregoing, the Contractor shall not increase the Base Fee for Recycling Processing or otherwise be entitled to compensation under this Contract for other payments to Cities in the County (including those referenced in this Section), or to cities or counties in the state of Oregon.

18.5. Annual Calculation of Processing Tip Fee

18.5.1. **Processing Tip Fee Authorized.** The County authorizes the Contractor to establish and charge a per ton Processing Tip Fee for processing of every ton of eligible Recyclables delivered to the Recycling Processing Center. The intent of the Processing Tip Fee is to compensate the Contractor for Processing costs that exceed annual revenue retained from the sale of Recyclables from the County and Vancouver. The Processing Tip Fee is not subject to an annual inflationary adjustment. Contractor shall submit a request to the County and Vancouver to be reviewed and approved annually. The Processing

Tip Fee must be approved by the County and Vancouver prior to being implemented on January 1st of the subsequent year. An example of the calculation is attached as Exhibit A.2-4 (E).

18.5.2. Annual Processing Cost Summary.

18.5.2.1. The Contractor shall hire a third-party accountant to conduct an annual review of the cost to process Recyclables, at the Contractor's sole expense, and subject to approval by the County. The Contractor shall compile all actual costs and information associated with the review period, July 1st of the prior year to June 30th of the current year. A list of acceptable expenses allowed to be included in the annual Processing Tip Fee review is attached as Exhibit A.2-4 (F). Any extraordinary expenses not described in Exhibit A.2-4 (A) incurred by the Contractor during the annual review period must be approved in writing by the County and Vancouver, acting reasonably, before being included in the cost summary.

18.5.2.2. The annual review period shall be for the prior four quarters from July 1st of the prior year to June 30th of the current year. The third-party accountant shall submit a summarized cost report for the Parties review. Contractor is required to provide the results to the County and Vancouver no later than August 1st of the current year for the preceding year.

18.5.2.3. The County and Vancouver reserve the right to request, to review and to clarify the detailed cost information utilized to develop the cost summary. The County and Vancouver, acting reasonably, reserve the right to dispute or deny costs submitted by Contractor based on the applicability of the cost to actual Processing expenses and/or the basis for the expenditure.

18.5.2.4. An example of the Annual Processing Cost Summary is attached as Exhibit A.2-4 (F).

18.5.3. Processing Tip Fee Calculation. The annual Processing Tip Fee is calculated as follows:

Revenue retained from the sale of Recyclables

Less: Per ton Base Fee for Recyclables Processing retained from sale of recyclable.

Less: 30% Gross/Net revenue retained from sale of recyclables.

Equals total revenue from sales of recyclables retained

Cost to process Recyclables provided by third party accountant.

Less: Depreciation.

Equals Processing Cost *to be evaluated annually*

Processing Cost less depreciation.

Equals Allowed costs to be included in Processing Tip Fee.

Allowed Costs/total tons processed = per ton Processing Tip Fee.

18.5.4. **Required Financial Data and Schedule for Annual Processing Tip Fee Calculation.** The Contractor shall submit all the financial data as specified in Exhibit A.2-4 to the County and Vancouver on or before August 1, 2024 and every August 1st thereafter for the applicable review period. The Parties agree the Processing Tip Fee adjustments shall be effective on January 1, 2025 and every January 1st thereafter. The Processing Tip Fee shall not be adjusted prior to January 1, 2025.

18.5.5. **Processing Tip Fee Discontinued.** If the combined revenue retained for Processing from the sale of Recyclables exceeds the Processing cost for four consecutive quarters, the County and Vancouver have the option to discontinue the Processing Tip Fee. The County will provide the Contractor and Vancouver with written notice of the intent to discontinue the Processing Tip Fee no later than September 30th for the following year or with 3 months prior notice if contemplating a mid-year reduction or discontinuance of the Processing Tip Fee.

18.6. **Fee Review.** On the County's or Vancouver's request, the Contractor shall perform at Contractor's sole expense a Processing Fee review acting reasonably and to the satisfaction of County and Vancouver upon extension of A.2, change in scope of services, request for other Recyclables Processing Fee adjustment, or similar events. The County, Vancouver, or Cities may perform a Fee review after commencement of the Contract pertaining to compensation received for Recyclables processing.

19. CORPORATE STRUCTURE AND ACCOUNTING SYSTEMS

19.1. The Contractor shall operate the districts providing service under this Contract separately from any other company, division, or district affiliated with the Contractor. The County does not object to a district manager, district controller, assistant district controller, or clerical positions with combined responsibilities for the separate entities.

19.2. The Contractor shall maintain an accounting system for all operations and maintenance activities, separate from other divisions and districts of the parent company using generally accepted accounting principles to account for all

services rendered and materials supplied by Contractor, including additional and deleted work. Open-market commercial recycling customer accounts are specifically excluded from the requirements of this Section.

- 19.3. The Contractor's accounting system shall separately track cost and all other financial data for the Recycling Processing Center and this information shall be reported separately by the Contractor to the County and Vancouver.

20. NON-PERFORMANCE FEES

- 20.1. The Contractor acknowledges that if the Contractor does not perform in a timely or quality manner its obligations pursuant to the terms of the Contract, the County, Vancouver, and Cities may suffer damages which are difficult to determine and adequately specify.
- 20.2. The Contractor agrees, in addition to any other remedies available to the County, Vancouver, and Cities, that the County and Vancouver may demand and receive payment from the Contractor in the amounts specified in Exhibit A.2-6 as non-performance fees for failure of the Contractor to fulfill its obligations.
- 20.3. The procedure for assessing and appealing non-performance fees shall be as set forth in Section 4.1 of the Master Service Agreement.

**EXHIBIT A.2-1
DESIGNATED RECYCLING PROCESSING CENTER**

Designated Facility Name and Address	Materials Accepted	Back-up Facility Name and Address	Minimum Processing Requirements
West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660	Source Separated Recyclables	Pioneer Recycling Services 16810 SE 120th Ave Clackamas, OR 97015 OR Pioneer Recycling Services 4109 192nd St E Tacoma, WA 98446	Clark County Acceptable Materials List

EXHIBIT A.2-2 ALLOCATION STUDY PROTOCOL

An Allocation Study shall be conducted between May 1st and June 30th each year. The Parties shall agree on a timeframe for performing the Allocation Study. The Allocation Study will not be conducted immediately after a holiday or during inclement weather. Unless agreed to via email or other writing by the County and Vancouver, the Parties shall agree on an audit date a minimum of thirty (30) calendar days in advance.

The Contractor, at the Contractor's sole expense, shall conduct the Allocation Study in accordance with the following procedures:

Allocation Study

1. The study will be monitored by the Contractor, and the County and Vancouver if desired. The County and Vancouver may take pictures and video prior to and during the study.
2. The Recycling Processing Center scales, including the vehicle and baler scales, shall be calibrated within ninety (90) calendar days of the Allocation Study. Upon request, the Contractor shall provide documentation to the County and Vancouver of the scales calibration.
3. The Parties will agree to the description of each commodity, including Program Recyclable Materials and other Recyclable Materials Processed into Recovered Materials, in advance of the Allocation Study. Any Recyclables marketed by the Recycling Processing Center shall be included in the description of recyclables material commodity and accepted Program Recyclables; Exhibit A.2-7.
4. The Allocation Study will be conducted based on at least two (2) random Loads per each scheduled Collection day for a calendar week from the Single or Dual Stream Program Recyclables collected from both Single Family and Multi Family Service Customers via Curbside County and Vancouver Program unless more loads are agreed by the Parties. The total tonnage used for the Allocation Study will be approximately three hundred (300) tons.
5. The Parties will agree upon a day to randomly draw routes from each collection day at least two (2) weeks in advance of the Allocation Study.
6. The vehicles selected for the Allocation Study will be weighed full, after glass dumping, and empty to capture the tare weight of the truck and the weight of the load. All weights shall be recorded to a hundredth of a ton. On-file tare weights will not be acceptable during the Allocation Study.
7. The Contractor shall store the loads from the selected routes under cover in a segregated area of the Recycling Processing Center or West Van Regional Transfer Station site. The segregated area will have physical barriers in place to

separate Allocation Study materials from any other materials that are delivered to the Recycling Processing Center.

8. Immediately prior to Processing the Allocation Study materials, the Contractor will empty, clean, and free of debris the system, including but not limited to the sort line, bunkers, balers, compactors, bins, waste containers, dust system etc.
9. The Contractor will ensure the number of employees available for the Allocation Study is appropriate to sort material and conduct the Allocation Study. The number of employees utilized for sorting materials will be consistent with typical operations of the Recycling Processing Center.
10. After approval of County to commence the Allocation Study, the Contractor shall load the materials onto the Processing line and run at normal Processing speed (15-20 tons per hour, or as designed) or slower. Contractor will Process the materials into the various commodity categories and Residue and Contamination.
11. The Contractor will bale, weigh, and record the weight of each material by Recyclables material commodity categories and Residual/Contamination (for material that is not enough to make a full bale, Contractor will place the material in "Gaylord" type box or other container to fully account for 100% of each material type).
12. Once the audit material is processed, the Contractor will empty, clean and remove any and all debris from the system, including but not limited to the sort line, bunkers, balers, compactors, bins, waste containers, dust system etc., consistent with efforts prior to the Allocation Study (see item 9). The material resulted from the cleanup of the equipment will be considered as contamination.

The County, at the County's sole expense, may conduct the Residual Study in accordance with the following:

Residual Study

1. Each Residual Study will be monitored by Contractor and County and Vancouver if County and Vancouver desires.
2. The Residual Study will be conducted based on a minimum of two (2) samples collected a minimum of (10) minutes apart from the trash piles at the end of belt and fines/pulled material. Each sample shall weigh approximately one hundred (100) pounds. Trimmings cut out from the sorting screens will also be included in the audit.
3. The collection of samples shall be mutually agreed upon by the Parties, the sample point shall be always the trash compactor.

4. The Contractor shall store the Residual Study samples in a segregated area. The segregated area will have barriers in place to separate Residual Study materials from any other materials that are delivered to the Recycling Processing Center.
5. The Contractor performing the Residual Study (“Residue Contractor”) will classify the materials into the proposed material categories, but at a minimum each commodity utilized for the Allocation Study, and contamination and place the materials into the individual bins/cans for each category with the exception of the materials listed below that will be considered contamination.

The recoverable materials are subject to the following size and quality parameters: SIZE:

- A. Fiber (ONP/MP) – is based on materials being whole, un-shredded, and larger than 24 square inches. Recovery rate applies only to 2-dimensional paper that is larger than 8 inches in both dimensions. Wet, crumpled, contaminated and/or 3-dimensional materials will be excluded from the residue audit for purposes of calculating recovery rate. Film plastic is not considered a contaminant as removal of these are sorter dependent.
- B. OCC - Recovery rate applies only to 2-dimensional flattened OCC larger than 256 square inches with at least one outside dimension being 16 inches or larger. Wet, crumpled, contaminated, and/or 3-dimensional materials will be excluded from the residue audit for purposes of calculating recovery rate.
- C. Plastic Containers – is based on 3-dimensional objects larger than 16 square inches. Clumped plastic and interlocked items that are not plastic containers shredded or torn containers, black or very dark colored containers, containers that are muddy, dirty, or obscured more than 66% by a label, containers smaller than 2 inches in more than one-dimension, indeterminate polymer types (not marked with a recycling symbol #1-#7) will be excluded from test results. Bottles with liquid in them are excluded from the recoverable materials in the residue.
- D. Glass containers – mixed broken glass contained in the residue should be minimized, but is not included in the calculation of Recoverable Material in the residue
- E. Tin/steel cans – is based on pieces between 2” and 8” having a ferrous metal content of >60%. Clumped, interlocked, contaminated, and multi-material objects or items that are not steel food or beverage cans will be excluded from the residue audit for purposes of calculating recovery rate.
- F. Aluminum (AL) – is based on all pieces between 2” and 8” having a substantial Non-Ferrous portion or element in their construction. Clumped,

interlocked, and multi material items that are not Aluminum will be excluded from test results.

- G. Any recoverable material in unopened bags or containers within the residue will be excluded from the test results.
 - H. Any Recyclables in the “mixed broken glass”, which is the 2” minus fraction is excluded from the missed recyclable count (small recyclables and pieces of recyclables go with the 2” minus fraction). Since they end up in the trash, anything in the unders of the fine screen/glass breaker is excluded.
 - I. Residue - Any 2D fibers less than 8” on one side, or 64 square inches will be considered residue. Glass is not considered a recyclable item and is part of the residue. 3D fiber is excluded as it should be recovered by manual sorting. Unopened bags or containers that contain Recyclables will be excluded from the recyclable part of the audit and included in the residue. Containers must be free and clear of liquid. These containers will be part of the residue, not the recyclables.
- 6. The Residue Contractor will assign a bins/cans to each material category and weigh to a pound and record the weight of each bin/can empty. All weights shall be documented with County Program Representative or Vancouver Contract Representatives present.
 - 7. Once all the materials from the sample have been sorted into their designated bins/cans, the Residue Contractor will check all bins/cans to confirm materials are placed in the appropriate bin/can. After the Residue Contractor has performed a quality control check, the County or Vancouver may check all bins/cans to confirm materials are placed in the appropriate bin/can. The Vancouver will communicate any issues immediately to the Residue Contractor.
 - 8. Each commodity and contamination shall be weighed to a pound. All weights shall be documented with County Program Representative or Vancouver Contract Representative present.
 - 9. At the end of the Residual Study day, tally sheets of all weights for each sample shall be provided to County Program Representative or Vancouver Contract Representative present.

General Allocation Study Reporting Protocol

- 1. Following the Allocation Study, the Contractor will calculate the estimated annual tonnage by material category and residue and contamination based on the Allocation Study.

2. Then, the Contractor will calculate the estimated annual tonnage by material category and contamination in the total residue and contamination reported by the Allocation Study by applying the composition based on the Residue Study.
3. Then, the County or Vancouver aggregate the tonnage by recovered material category from the Allocation Study to the tonnage by material category from the Residual Study.
4. The composition of the aggregated tonnage by recovered material category from the Allocation Study will be used for calculation of the quarterly recyclables revenue share.
5. Within thirty (30) business days of the completed Allocation Study, the Contractor will provide the County and Vancouver with the data and a report detailing the Allocation Study results.
6. If the audit results are disputed, then the County or Vancouver may request a new audit to be completed at Contractor's sole cost, within thirty (30) working days after receiving the Allocation Study report.

EXHIBIT A.2-3 REPORTING REQUIREMENTS

The Contractor shall submit to the County Program Representative and Vancouver Contract Representative no later than the 15th day of each month or on such other schedule as the County Program Representative and Vancouver Contract Representative may determine a report on the Contractor's Recycling activity for the previous month that shall contain the following information unless otherwise required by the County Program Representative and Vancouver Contract Representative:

1. Daily and monthly tonnages of Recyclable materials, by specific material and in the aggregate, received at the Drop-off Areas at Regional Transfer Stations and Recycling Processing Center by customer.
2. Estimated daily and monthly tonnage of Recyclable material, by specific material and in the aggregate, received at the Regional Transfer Stations in public recycling bins.
3. Estimated daily and monthly tonnage of Recyclable material, by specific material and in the aggregate, placed in storage.
4. Estimated value of stored Recyclable materials.
5. Tonnage of each Recyclable material sold or conveyed for Recycling.
6. Revenue received from the sale of each Recyclable material.
7. Total tonnage of Waste received at the Recycling Processing Center.
8. A summary of any suspicious and Unacceptable Waste incidents and actions taken.
9. A summary of any complaints and actions taken or recommended actions.
10. Any extraordinary occurrences affecting the Contractor or Subcontractor(s).
11. Status of Facilities and operating equipment.
12. Any substantive correspondence between the Contractor and regulatory agencies relevant to the Contract.
13. Other items as deemed necessary by the County Program Representative and Vancouver Contract Representative for its record-keeping and other Contract performance evaluation purposes.

**EXHIBIT A.2-4
PROCESSING COMPENSATION PROVISIONS**

- A.** Annual Allocation Study
- B.** Quarterly Recycling Revenue Report
- C.** Annual Report – Revenue Retained from Sales of Recyclables
- D.** Annual Report – Allocated Revenue from Sales of Recyclables by Commodity Type
- E.** Processing Fee Calculation Model (see Section 18.5.3)
- F.** Third Party Accountant Processing Cost Summary / List of Allowed Costs for Processing Fee Calculation

Refer to attached references.

EXHIBIT A.2-4 (A)

CRC Annual Allocation Study of Recyclable Materials

TONS SORTED	Single:				Total SF	Multi Family	2022 Comp	
	Camas	Rural/Ridge	UGA	COV			Total Tons	Overall %
SUMMARY								
OCC	79.53	108.39	90.78	56.06	378.10	38.85	351.99	
Mixed Paper	19.65	29.41	21.50	15.40	97.47	6.67	69.37	19.7%
ONP	7.08	9.93	7.60	4.84	32.59	2.72	20.09	5.7%
Aluminum	13.07	13.54	11.67	7.64	50.27	6.51	47.84	13.6%
Tin	1.61	1.92	1.44	1.05	6.76	0.31	5.41	1.5%
Misc Metals	3.28	4.08	2.71	2.32	13.29	0.95	7.95	2.3%
PET	1.26	1.48	1.00	0.68	5.43	0.29	3.37	1.0%
HDPE	2.13	2.21	2.21	1.33	8.82	0.83	7.51	2.1%
Col HDPE	0.53	0.91	0.80	0.53	3.09	0.50	2.84	0.8%
Rigid/Butter	0.38	0.67	0.63	0.35	2.18	0.28	2.90	0.8%
MCDB	0.10	0.00	0.04	0.04	0.20	0.04	0.64	0.2%
Glass	0.00	0.01	0.01	0.03	0.06	0.02	0.15	0.0%
Glass Plant	12.76	18.45	16.36	9.60	63.77	7.75	60.58	17.2%
Oil/Trans Fluid/Batt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Reject	0.78	1.43	1.01	0.85	4.69	0.21	4.00	1.1%
	16.90	24.35	23.80	11.40	89.44	11.76	119.33	33.9%
	79.54	108.39	90.75	56.06	378.07	38.85	660.09	100.1%
Reject %	21.3%	22.5%	26.2%	20.3%	23.7%	30.3%	24.3%	
2022 Reject %	31.8%	31.8%	39.5%	28.7%	33.0%	41.4%	33.9%	
	-10.54%	-9.31%	-13.26%	-8.40%	-9.35%	-11.10%	-9.63%	

EXHIBIT A.2-4 (B)

Example of CRC Quarterly Recycling Revenue Share Report

2nd Quarter 2023 Clark County and City of Vancouver Recycling Revenue Share Tons Processed and Sold by Columbia Resource Company

City Tons	Apr	May	Jun	Total	
SF	841.85	973.41	921.42	2,736.68	36.0%
MF	124.93	132.11	127.25	384.29	76.4%
MF OCC Cage	161.10	154.55	157.22	472.87	79.0%
	1,127.88	1,260.07	1,205.89	3,593.84	
Total Adjusted City Tons				3,593.84	
County Tons	1,475.65	1,735.34	1,644.43	4,855.42	64.0%
MF	39.30	41.56	37.87	118.73	23.6%
MF OCC Cage	42.62	41.15	41.86	125.63	21.0%
	1,557.57	1,818.05	1,724.16	5,099.78	
Total Adjusted County Tons				5,099.78	
Total Adjusted Tons				8,693.62	
Total Tons Delivered	SF 7,592.10				
	MF 503.02				
	<u>8,095.12</u>				
SF MF Delivered For Processing	MF OCC Cages 598.50				
SF MF Delivered For Processing	<u>8,693.62</u>				
County/City Percentage Split	City 41.34%				
	County 58.66%				
Q2-23 Revenue After Processing	\$ 77,780.41				
City Share	\$ 32,153.50				
County Share	\$ 45,626.90				
	<u>\$ 77,780.41</u>				

EXHIBIT A.2-4 (C)

Annual Report - Revenue Retained from Sales of Recyclables

	2023-Q2	2023-Q1	2022-Q4	2022-Q3	Average	Total
Revenue	\$ 463,120	\$ 412,625	\$ 321,588	\$ 659,186	\$ 464,130	\$ 1,856,519
Total Tons	8,694	8,873	8,444	9,080	8,772.70	35,091
Processing Fee (\$37.83/ton 2022) (\$40.49/ton 2023)	\$ 352,005	\$ 359,268	\$ 319,453	\$ 343,487	\$ 343,553.14	\$ 1,374,213
Net Revenue	\$ 111,115	\$ 53,357	\$ 2,135	\$ 315,700	\$ 120,576.64	\$ 482,307
Rev Share 30% to CRC	\$ 33,334	\$ 16,007	\$ 641	\$ 94,710	\$ 36,172.99	\$ 144,692
Rate/Ton	\$ 44.32	\$ 42.29	\$ 37.91	\$ 48.26	\$ 43.20	N/A
Processing Fee	\$ 40.49	\$ 40.49	\$ 37.83	\$ 37.83	\$ 39.16	N/A
Variance	\$ 3.83	\$ 1.80	\$ 0.08	\$ 10.43	\$ 4.04	N/A
Remainder to the County (portions to City and Vancouver Hauling)	\$ 77,780	\$ 37,350	\$ 1,495	\$ 220,990	\$ 84,403.65	\$ 337,615

EXHIBIT A.2-4 (D)**Processing Fee MOA****Annual Report-Allocated Revenue from Sales of Recyclables by Commodity Type**

Tons Processed and Sold (See Note 1)

Commodity Type	Allocation Study Percentage	Allocated Tons	Average Market Value	Actual Revenue/ Cost
MWP	5.9%	2,082	\$6.09	\$12,671
OCC	21.8%	7,648	\$69.36	\$530,483
ONP	11.6%	4,084	\$63.09	\$257,619
Oil	1.0%	364	\$0.00	\$0
Tin	1.8%	642	\$144.95	\$93,113
Milk Jug (HDPE)	0.7%	250	\$1,024.53	\$256,112
Colored HDPE	0.8%	264	\$161.60	\$42,643
PET	1.6%	544	\$84.64	\$46,069
Rigid	0.2%	58	\$34.74	\$2,020
Aluminum	1.1%	396	\$1,300.38	\$515,182
Glass	18.4%	6,460	(\$12.75)	-\$82,368
Tetra (MCDB)	0.0%	12	\$0.00	\$0
Scrap Metal	0.7%	259	\$169.31	\$43,822
Reject/Residual	34.3%	12,023	\$0.00	\$0
Annual Total/Average	100.0%	35,087	\$48.95	\$1,717,365

Notes:

1. Sold Materials may include inventory from 2nd Quarter of prior year
2. Total Allocated Tons from Exhibit D

EXHIBIT A.2-4 (D)

		WCI Received		Rate				Waste Conn		WCMultifamily				WCI MF Cages		Type		Alloc		Revenue			
4473MWP	Jul-22 MWP	193.98	\$	36.25	\$	6,669.66	6.57%	328.87	Newsprint	31.42	ONP	20.50%	31.42	ONP	2.85%	21.55	ONP	2.85%	21.55	ONP	2.85%	21.55	
4473OCC	Jul-22 OCC	562.98	\$	150.00	\$	84,447.48	20.12%	176.08	Mixed Fiber	6.68%	Mixed Fiber	5.16%	6.68%	Mixed Fiber	5.16%	6.68%	Mixed Fiber	5.16%	6.68%	Mixed Fiber	5.16%	6.68%	
4473Magazines	Jul-22 ONP	0.00	\$	54.00	\$	-	0.00%	0.00	Magazines	0.00%	ONP	0.00%	0.00	ONP	0.00%	0.00	ONP	0.00%	0.00	ONP	0.00%	0.00	
4473News	Jul-22 ONP	360.00	\$	106.25	\$	38,281.15	12.88%	54.10	Cardboard	20.57%	Cardboard	12.32%	54.10	Cardboard	12.32%	126.06	OCC	61.81%	61.81%	OCC	61.81%	18,909.22	
4473OI	Jul-22 Oil	33.34	\$	-	\$	-	1.19%	405.14	Glass	15.32%	Glass	12.39%	405.14	Glass	12.39%	0.00	Glass	0.00%	0.00	Glass	0.00%	0.00	
4473Tn	Jul-22 Tin	57.35	\$	132.27	\$	7,585.69	2.05%	0.00	brown glass	0.00%	brown glass	0.00%	0.00	brown glass	0.00%	0.00	brown glass	0.00%	0.00	brown glass	0.00%	0.00	
4473Mk Jug (HDPE)	Jul-22 Mk Jug (HDPE)	22.21	\$	1,050.00	\$	23,319.33	0.79%	0.00	green glass	0.00%	green glass	0.00%	0.00	green glass	0.00%	0.00	green glass	0.00%	0.00	green glass	0.00%	0.00	
4473Colored Mk Jug (HDPE)	Jul-22 Colored HDPE	22.47	\$	410.00	\$	9,633.30	0.84%	54.27	tin cans	2.65%	tin cans	2.01%	54.27	tin cans	2.01%	0.68	Tn	0.34%	0.34%	0.68	Tn	0.34%	91.72
4473PET	Jul-22 PET	48.52	\$	125.00	\$	6,065.59	1.73%	34.63	aluminum	1.31%	aluminum	0.72%	34.63	aluminum	0.72%	0.27	Alum	0.13%	0.13%	0.27	Alum	0.13%	37.82
4473Rigid	Jul-22 Rigid	5.28	\$	-	\$	-	0.19%	46.01	Pet plastic	1.74%	Pet plastic	1.64%	46.01	Pet plastic	1.64%	0.67	PET	0.33%	0.33%	0.67	PET	0.33%	84.13
4473Aluminum	Jul-22 Aluminum	35.73	\$	1,425.00	\$	50,913.57	1.28%	22.39	Col Mk Jug (HDPE)	0.85%	Col Mk Jug (HDPE)	0.70%	22.39	Col Mk Jug (HDPE)	0.70%	0.41	Colored HDPE	0.20%	0.20%	0.41	Colored HDPE	0.20%	167.24
4473Glass	Jul-22 Glass	424.14	\$	(12.75)	\$	(5,407.81)	15.55%	20.99	Mk Jug (HDPE)	0.79%	Mk Jug (HDPE)	0.80%	1.22	Mk Jug (HDPE)	0.80%	0.37	Mk Jug (HDPE)	0.18%	0.18%	0.37	Mk Jug (HDPE)	0.18%	385.47
4473Glass Plant	Jul-22 Glass	0.00	\$	-	\$	-	0.00%	0.98	MCD B	0.04%	MCD B	0.05%	0.08	MCD B	0.05%	0.04	Tetra (MCD B)	0.02%	0.02%	0.04	Tetra (MCD B)	0.02%	5.85
4473Tetra (MCD B)	Jul-22 Tetra (MCD B)	1.08	\$	-	\$	-	0.04%	22.33	Ferrous	0.84%	Ferrous	0.29%	0.44	Ferrous	0.29%	0.78	Scrap Metal	0.38%	0.38%	0.78	Scrap Metal	0.38%	140.08
4473Scrap (Ferrous)	Jul-22 Scrap Metal	22.77	\$	180.75	\$	4,116.35	0.81%	5.08	Rigid	0.19%	Rigid	0.13%	0.20	Rigid	0.13%	0.00	Rigid	0.00%	0.00	Rigid	0.00%	0.00	
4473Reject	Jul-22 Reject/Residual	1,017.24	\$	-	\$	-	36.73%	33.33	Oil	1.26%	Oil	0.01%	0.02	Oil	0.01%	0.02	Reject/Residual	0.01%	0.01%	0.02	Reject/Residual	0.01%	0.02
	TOTAL	2,798.39	\$	\$225,614.72	100%	\$	80.6230	950.92	Reject	35.8%	66.52	Reject	43.27%	66.52	Reject/Residual	31.55%	100%	100%	100%	20,935.92	100%	\$	61,622.2
4477MWP	Aug-22 MWP	189.07	\$	24.91	\$	4,709.46	6.57%	337.41	Newsprint	12.43%	ONP	20.50%	337.41	ONP	2.85%	21.55	ONP	2.85%	21.55	ONP	2.85%	21.55	
4477OCC	Aug-22 OCC	578.33	\$	141.29	\$	81,711.71	20.10%	180.64	Mixed Fiber	6.68%	Mixed Fiber	5.16%	180.64	Mixed Fiber	5.16%	4.25	MWP	2.20%	2.20%	4.25	MWP	2.20%	105.83
4477Magazines	Aug-22 ONP	0.00	\$	54.00	\$	-	0.00%	0.00	Magazines	0.00%	ONP	0.00%	0.00	ONP	0.00%	0.00	ONP	0.00%	0.00	ONP	0.00%	0.00	
4477News	Aug-22 ONP	370.87	\$	102.06	\$	37,851.67	12.89%	58.23	Cardboard	20.57%	Cardboard	12.32%	58.23	Cardboard	12.32%	119.37	OCC	61.81%	61.81%	119.37	OCC	61.81%	16,866.13
4477OI	Aug-22 Oil	34.21	\$	-	\$	-	1.19%	415.65	Glass	15.32%	Glass	12.39%	415.65	Glass	12.39%	0.00	Glass	0.00%	0.00	Glass	0.00%	0.00	
4477Tn	Aug-22 Tin	58.96	\$	121.37	\$	7,155.82	2.05%	0.00	brown glass	0.00%	brown glass	0.00%	0.00	brown glass	0.00%	0.00	brown glass	0.00%	0.00	brown glass	0.00%	0.00	
4477Mk Jug (HDPE)	Aug-22 Mk Jug (HDPE)	22.83	\$	930.00	\$	21,234.73	0.79%	0.00	green glass	0.00%	green glass	0.00%	0.00	green glass	0.00%	0.00	green glass	0.00%	0.00	green glass	0.00%	0.00	
4477Colored Mk Jug (HDPE)	Aug-22 Colored HDPE	24.12	\$	210.00	\$	5,065.98	0.84%	55.68	tin cans	2.65%	tin cans	2.01%	55.68	tin cans	2.01%	0.66	Tn	0.34%	0.34%	0.66	Tn	0.34%	79.70
4477PET	Aug-22 PET	48.85	\$	-	\$	-	0.19%	35.53	aluminum	1.31%	aluminum	0.72%	35.53	aluminum	0.72%	0.25	aluminum	0.13%	0.13%	0.25	aluminum	0.13%	34.21
4477Rigid	Aug-22 Rigid	5.42	\$	-	\$	-	0.19%	47.20	Pet plastic	1.74%	Pet plastic	1.64%	47.20	Pet plastic	1.64%	0.64	PET	0.33%	0.33%	0.64	PET	0.33%	84.17
4477Aluminum	Aug-22 Aluminum	36.70	\$	1,291.31	\$	47,389.64	1.28%	22.97	Col Mk Jug (HDPE)	0.85%	Col Mk Jug (HDPE)	0.70%	22.97	Col Mk Jug (HDPE)	0.70%	0.39	Colored HDPE	0.20%	0.20%	0.39	Colored HDPE	0.20%	81.11
4477Glass	Aug-22 Glass	424.89	\$	(12.75)	\$	(5,537.50)	15.55%	21.53	Mk Jug (HDPE)	0.79%	Mk Jug (HDPE)	0.80%	1.29	Mk Jug (HDPE)	0.80%	0.35	Mk Jug (HDPE)	0.18%	0.18%	0.35	Mk Jug (HDPE)	0.18%	333.30
4477Glass Plant	Aug-22 Glass	0.00	\$	-	\$	-	0.00%	1.00	MCD B	0.04%	MCD B	0.05%	0.09	MCD B	0.05%	0.04	Tetra (MCD B)	0.02%	0.02%	0.04	Tetra (MCD B)	0.02%	5.85
4477Tetra (MCD B)	Aug-22 Tetra (MCD B)	1.09	\$	-	\$	-	0.04%	22.91	Ferrous	0.84%	Ferrous	0.29%	0.47	Ferrous	0.29%	0.73	Scrap Metal	0.38%	0.38%	0.73	Scrap Metal	0.38%	117.42
4477Scrap (Ferrous)	Aug-22 Scrap Metal	23.38	\$	160.00	\$	3,741.07	0.81%	5.21	Rigid	0.19%	Rigid	0.13%	0.21	Rigid	0.13%	0.00	Rigid	0.00%	0.00	Rigid	0.00%	0.00	
4477Reject	Aug-22 Reject/Residual	1,046.23	\$	-	\$	-	36.73%	34.19	Oil	1.26%	Oil	0.01%	0.02	Oil	0.01%	0.02	Reject/Residual	0.01%	0.01%	0.02	Reject/Residual	0.01%	0.02
	TOTAL	2,877.00	\$	\$203,301.95	100%	\$	70.6646	975.58	Reject	35.8%	70.65	Reject	43.27%	70.65	Reject/Residual	31.55%	100%	100%	100%	18,459.47	100%	\$	95,580.5
4480MWP	Sep-22 MWP	184.69	\$	36.25	\$	6,694.89	6.57%	329.36	Newsprint	12.43%	ONP	20.50%	329.36	ONP	2.85%	21.55	ONP	2.85%	21.55	ONP	2.85%	21.55	
4480OCC	Sep-22 OCC	564.83	\$	101.17	\$	57,143.81	20.10%	176.34	Mixed Fiber	6.68%	Mixed Fiber	5.16%	176.34	Mixed Fiber	5.16%	4.25	MWP	2.20%	2.20%	4.25	MWP	2.20%	105.83
4480Magazines	Sep-22 ONP	0.00	\$	54.00	\$	-	0.00%	0.00	Magazines	0.00%	ONP	0.00%	0.00	ONP	0.00%	0.00	ONP	0.00%	0.00	ONP	0.00%	0.00	
4480News	Sep-22 ONP	362.51	\$	110.00	\$	39,875.92	12.90%	54.91	Cardboard	20.57%	Cardboard	12.32%	54.91	Cardboard	12.32%	119.37	OCC	61.81%	61.81%	119.37	OCC	61.81%	12,077.06
4480OI	Sep-22 Oil	33.39	\$	-	\$	-	1.19%	405.74	Glass	15.32%	Glass	12.39%	405.74	Glass	12.39%	0.00	Glass	0.00%	0.00	Glass	0.00%	0.00	
4480Tn	Sep-22 Tin	57.80	\$	122.27	\$	7,042.75	2.05%	0.00	brown glass	0.00%	brown glass	0.00%	0.00	brown glass	0.00%	0.00	brown glass	0.00%	0.00	brown glass	0.00%	0.00	
4480Mk Jug (HDPE)	Sep-22 Mk Jug (HDPE)	22.31	\$	850.00	\$	18,961.19	0.79%	0.00	green glass	0.00%	green glass	0.00%	0.00	green glass	0.00%	0.00	green glass	0.00%	0.00	green glass	0.00%	0.00	
4480Colored Mk Jug (HDPE)	Sep-22 Colored HDPE	22.97	\$	170.00	\$	4,006.05	0.84%	54.96	tin cans	2.65%	tin cans	2.01%	54.96	tin cans	2.01%	0.66	Tn	0.34%	0.34%	0.66	Tn	0.34%	80.29
4480PET	Sep-22 PET	48.73	\$	48.40	\$	2,358.59	1.73%	34.68	aluminum	1.31%	aluminum	0.72%	34.68	aluminum	0.72%	0.25	aluminum	0.13%	0.13%	0.25	aluminum	0.13%	29.52
4480Rigid	Sep-22 Rigid	5.29	\$	-	\$	-	0.19%	46.08	Pet plastic	1.74%	Pet plastic	1.64%	46.08	Pet plastic	1.64%	0.64	PET	0.33%	0.33%	0.64	PET	0.33%	84.17
4480Aluminum	Sep-22 Aluminum	35.84	\$	1,185.00	\$	42,471.17	1.28%	22.43	Col Mk Jug (HDPE)	0.85%	Col Mk Jug (HDPE)	0.70%	22.43	Col Mk Jug (HDPE)	0.70%	0.38	Colored HDPE	0.20%	0.20%	0.38	Colored HDPE	0.20%	85.56
4480Glass	Sep-22 Glass	425.79	\$	(12.75)	\$	(5,428.78)	15.55%	21.02	Mk Jug (HDPE)	0.79%	Mk Jug (HDPE)	0.80%	1.29	Mk Jug (HDPE)	0.80%	0.35	Mk Jug (HDPE)	0.18%	0.18%	0.35	Mk Jug (HDPE)	0.18%	295.49
4480Glass Plant	Sep-22 Glass	0.00	\$	-	\$	-	0.00%	0.98	MCD B	0.04%	MCD B	0.05%	0.09	MCD B	0.05%	0.04	Tetra (MCD B)	0.02%	0.02%	0.04	Tetra (MCD B)	0.02%	5.85
4480Tetra (MCD B)	Sep-22 Tetra (MCD B)	1.07	\$	-	\$	-	0.04%	22.36	Ferrous	0.84%	Ferrous	0.29%	0.47	Ferrous	0.29%	0.73	Scrap Metal	0.38%	0.38%	0.73	Scrap Metal	0.38%	129.01
4480Scrap (Ferrous)	Sep-22 Scrap Metal	22.83	\$	175.78	\$	4,013.27	0.81%	5.09	Rigid	0.19%	Rigid	0.13%	0.21	Rigid	0.13%	0.00	Rigid	0.00%	0.00	Rigid	0.00%	0.00	
4480Reject	Sep-22 Reject/Residual	1,022.30	\$	-	\$	-	36.73%	33.38	Oil	1.26%	Oil	0.01%	0.02	Oil	0.01%	0.02	Reject/Residual	0.01%	0.01%	0.02	Reject/Residual	0.01%	0.02
	TOTAL																						

Material	Month	WCI Received	Rate	Revenue	Waste Conn	WCMultifamily	WCI MF Cages	Type	Alloc	Revenue					
44958Aluminum	Feb-23 Aluminum	23.97	\$ 1,585.00	\$ 37,986.12	14.83 Col Milk Jug (HDPE)	0.78%	1.02 Col Milk Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	42.77				
44958Glass	Feb-23 Glass	436.11	\$ (12.75)	\$ (5,560.41)	13.89 Milk Jug (HDPE)	0.73%	1.15 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	367.45				
44958Glass Plant	Feb-23 Glass	0.00	\$ -	\$ -	0.65 MCDDB	0.03%	0.08 MCDDB	0.05%	0.04 Tetra (MCDDB)	0.02%	-				
44958Tetra (MCDDB)	Feb-23 Tetra (MCDDB)	0.73	\$ -	\$ -	14.79 Ferrous	0.78%	0.42 Ferrous	0.29%	0.74 Scrap Metal	0.38%	140.37				
44958Scrap (Ferrous)	Feb-23 Scrap Metal	15.20	\$ 190.00	\$ 2,888.62	3.36 Rigid	0.18%	0.19 Rigid	0.13%	0.00 Rigid	0.00%	-				
44958Reject	Feb-23 Reject/Residual	692.17	\$ -	\$ -	22.07 Oil	1.16%	0.01 Oil	0.01%	0.02 Reject/Residual	0.01%	-				
TOTAL		2,046.87	\$ 1,003,765.15	100%	1,901.35	100.00%	144.52	100.00%	2,045.87	0.00	OK	194.42	100%	\$ 9,816.04	\$ 50,488
Mar-23															
WCI Received Rate															
44986MWP	Mar-23 MWP	193.53	\$ (7.79)	\$ (688.25)	323.08 Newsprint	11.43%	41.94 ONP	20.50%	5.54 ONP	2.85%	284.12				
44986OCC	Mar-23 OCC	559.71	\$ 75.00	\$ 41,978.31	172.97 Mixed Fiber	6.12%	10.56 Mixed Fiber	5.16%	4.28 MWP	2.20%	(16.05)				
44986Magazines	Mar-23 ONP	0.00	\$ -	\$ -	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-				
44986News	Mar-23 ONP	365.01	\$ 51.25	\$ 18,706.83	534.51 Cardboard	18.91%	25.21 OCC	12.32%	120.23 OCC	61.81%	9,017.46				
44986Oil	Mar-23 Oil	32.78	\$ -	\$ -	625.67 Glass	22.44%	25.38 Glass	12.30%	0.00 Glass	0.00%	-				
44986Tin	Mar-23 Tin	57.42	\$ 209.26	\$ 12,016.74	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-				
44986Milk Jug (HDPE)	Mar-23 Milk Jug (HDPE)	22.25	\$ 1,130.00	\$ 25,140.79	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-				
44986Colored Milk Jug (HDPE)	Mar-23 Colored HDPE	23.44	\$ 100.00	\$ 3,515.87	53.31 In cans	1.89%	4.11 In cans	2.01%	0.66 Tin	0.34%	138.40				
44986PET	Mar-23 PET	48.56	\$ 75.00	\$ 3,641.68	34.02 aluminum	1.20%	1.47 aluminum	0.72%	0.25 aluminum	0.13%	350.23				
44986Rigid	Mar-23 Rigid	5.25	\$ 41.60	\$ 2,183.53	45.20 Pet plastic	1.60%	3.36 Pet plastic	1.64%	0.64 PET	0.33%	48.14				
44986Aluminum	Mar-23 Aluminum	35.49	\$ 1,385.00	\$ 49,148.81	22.00 Col Milk Jug (HDPE)	0.78%	1.44 Col Milk Jug (HDPE)	0.70%	0.39 Colored HDPE	0.20%	58.36				
44986Glass	Mar-23 Glass	651.03	\$ (12.75)	\$ (8,300.60)	20.62 Milk Jug (HDPE)	0.73%	1.63 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	395.65				
44986Glass Plant	Mar-23 Glass	0.00	\$ -	\$ -	0.96 MCDDB	0.03%	0.11 MCDDB	0.05%	0.04 Tetra (MCDDB)	0.02%	-				
44986Tetra (MCDDB)	Mar-23 Tetra (MCDDB)	1.07	\$ -	\$ -	21.94 Ferrous	0.78%	0.59 Ferrous	0.29%	0.74 Scrap Metal	0.38%	162.62				
44986Scrap (Ferrous)	Mar-23 Scrap Metal	22.53	\$ 220.00	\$ 4,956.14	4.99 Rigid	0.18%	0.26 Rigid	0.13%	0.00 Rigid	0.00%	-				
44986Reject	Mar-23 Reject/Residual	1,028.68	\$ -	\$ -	52.74 Oil	1.86%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-				
TOTAL		3,050.73	\$ 190,334.64	100%	934.15	100.00%	86.53	43.27%	61.37	31.55%	OK	194.52	100%	\$ 10,438.94	\$ 53,665
Apr-23															
WCI Received Rate															
45017MWP	Apr-23 MWP	150.14	\$ (2.93)	\$ (382.27)	284.59 Newsprint	9.36%	33.68 ONP	16.45%	6.81 ONP	2.85%	297.56				
45017OCC	Apr-23 OCC	457.98	\$ 80.00	\$ 36,638.50	141.66 Mixed Fiber	5.01%	8.48 Mixed Fiber	4.14%	4.48 MWP	2.30%	(11.41)				
45017Magazines	Apr-23 ONP	0.00	\$ 54.00	\$ -	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-				
45017News	Apr-23 ONP	288.25	\$ 51.25	\$ 15,285.58	437.75 Cardboard	15.49%	43.75 OCC	21.49%	125.92 OCC	64.73%	10,073.55				
45017Oil	Apr-23 Oil	28.83	\$ -	\$ -	515.36 Glass	18.24%	20.30 Glass	9.95%	0.00 Glass	0.00%	-				
45017Tin	Apr-23 Tin	46.96	\$ 253.96	\$ 11,926.87	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-				
45017Milk Jug (HDPE)	Apr-23 Milk Jug (HDPE)	18.19	\$ 1,170.00	\$ 21,287.54	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-				
45017Colored Milk Jug (HDPE)	Apr-23 Colored HDPE	19.17	\$ 100.00	\$ 3,275.91	43.68 In cans	1.54%	3.30 In cans	1.61%	0.67 Tin	0.34%	175.91				
45017PET	Apr-23 PET	39.71	\$ 85.00	\$ 3,375.48	27.86 aluminum	0.99%	1.18 aluminum	0.58%	0.26 aluminum	0.14%	331.50				
45017Rigid	Apr-23 Rigid	4.30	\$ 41.60	\$ 1,787.91	37.02 Pet plastic	1.31%	2.70 Pet plastic	1.32%	0.67 PET	0.35%	57.14				
45017Aluminum	Apr-23 Aluminum	29.04	\$ 1,251.72	\$ 36,348.32	16.02 Col Milk Jug (HDPE)	0.64%	1.16 Col Milk Jug (HDPE)	0.57%	0.41 Colored HDPE	0.21%	61.12				
45017Glass	Apr-23 Glass	535.72	\$ (12.75)	\$ (6,830.41)	16.88 Milk Jug (HDPE)	0.60%	1.31 Milk Jug (HDPE)	0.64%	0.37 Milk Jug (HDPE)	0.19%	429.03				
45017Glass Plant	Apr-23 Glass	0.00	\$ -	\$ -	0.79 MCDDB	0.03%	0.09 MCDDB	0.04%	0.04 Tetra (MCDDB)	0.02%	-				
45017Tetra (MCDDB)	Apr-23 Tetra (MCDDB)	0.88	\$ -	\$ -	17.97 Ferrous	0.64%	0.47 Ferrous	0.23%	0.77 Scrap Metal	0.40%	158.70				
45017Scrap (Ferrous)	Apr-23 Scrap Metal	18.44	\$ 205.00	\$ 3,780.25	4.09 Rigid	0.14%	0.21 Rigid	0.10%	0.00 Rigid	0.00%	-				
45017Reject	Apr-23 Reject/Residual	836.11	\$ -	\$ -	28.81 Oil	0.95%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-				
TOTAL		2,481.73	\$ 124,484.57	52%	765.05	100.00%	71.06	34.73%	64.27	33.04%	OK	205.72	100%	\$ 11,573.09	\$ 56,808
May-23															
WCI Received Rate															
45047MWP	May-23 MWP	175.38	\$ 1.25	\$ 219.24	310.83 Newsprint	11.00%	35.60 ONP	17.40%	5.58 ONP	2.87%	285.84				
45047OCC	May-23 OCC	535.65	\$ 85.00	\$ 45,530.10	166.42 Mixed Fiber	5.89%	8.97 Mixed Fiber	4.38%	4.31 MWP	2.21%	5.38				
45047Magazines	May-23 ONP	0.00	\$ 54.00	\$ -	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-				
45047News	May-23 ONP	340.43	\$ 51.25	\$ 17,754.66	514.25 Cardboard	18.20%	21.40 OCC	10.46%	120.96 OCC	62.18%	10,281.78				
45047Oil	May-23 Oil	31.52	\$ -	\$ -	591.66 Glass	20.44%	21.53 Glass	10.52%	0.00 Glass	0.00%	-				
45047Tin	May-23 Tin	54.78	\$ 169.69	\$ 9,296.15	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-				
45047Milk Jug (HDPE)	May-23 Milk Jug (HDPE)	21.22	\$ 1,270.00	\$ 26,950.04	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-				
45047Colored Milk Jug (HDPE)	May-23 Colored HDPE	22.39	\$ 190.00	\$ 4,533.67	51.29 In cans	1.81%	3.49 In cans	1.71%	0.67 Tin	0.34%	112.91				
45047PET	May-23 PET	46.34	\$ 426.16	\$ 19,746.17	32.73 aluminum	1.16%	1.25 aluminum	0.61%	0.25 aluminum	0.13%	332.01				
45047Rigid	May-23 Rigid	5.02	\$ 135.80	\$ 682.27	43.48 Pet plastic	1.54%	2.85 Pet plastic	1.39%	0.65 PET	0.33%	275.22				
45047Aluminum	May-23 Aluminum	33.98	\$ 1,305.00	\$ 44,338.14	21.16 Col Milk Jug (HDPE)	0.75%	1.22 Col Milk Jug (HDPE)	0.60%	0.39 Colored HDPE	0.20%	74.37				
45047Glass	May-23 Glass	613.18	\$ (12.75)	\$ (7,818.10)	19.83 Milk Jug (HDPE)	0.70%	1.59 Milk Jug (HDPE)	0.80%	0.35 Milk Jug (HDPE)	0.18%	447.37				
45047Glass Plant	May-23 Glass	0.00	\$ -	\$ -	0.93 MCDDB	0.03%	0.09 MCDDB	0.05%	0.04 Tetra (MCDDB)	0.02%	-				
45047Tetra (MCDDB)	May-23 Tetra (MCDDB)	1.02	\$ -	\$ -	21.11 Ferrous	0.75%	0.50 Ferrous	0.24%	0.74 Scrap Metal	0.38%	73.15				
45047Scrap (Ferrous)	May-23 Scrap Metal	21.61	\$ 98.37	\$ 2,125.50	4.80 Rigid	0.17%	0.22 Rigid	0.11%	0.00 Rigid	0.00%	-				
45047Reject	May-23 Reject/Residual	979.90	\$ -	\$ -	31.60 Oil	1.11%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-				
TOTAL		2,882.42	\$ 163,077.84	95%	898.75	100.00%	75.15	36.73%	61.74	31.74%	OK	196.70	100%	\$ 11,888.03	\$ 60,746
Jun-23															
WCI Received Rate															
45078MWP	Jun-23 MWP	165.46	\$ 24.10	\$ 3,987.55	293.13 Newsprint	10.37%	33.84 ONP	16.54%	5.67 ONP	2.92%	332.59				
45078OCC	Jun-23 OCC	505.31	\$ 80.05	\$ 40,447.20	156.94 Mixed Fiber	5.55%	8.52 Mixed Fiber	4.17%	4.38 MWP	2.25%	105.55				
45078Magazines	Jun-23 ONP	0.00	\$ 54.00	\$ -	0.00 Magazines	0.00%	- ONP	0.00%	0.00 ONP	0.00%	-				
45078News	Jun-23 ONP	326.98	\$ 68.62	\$ 19,166.69	484.96 Cardboard	17.64%	20.34 OCC	9.94%	123.06 OCC	63.26%	9,849.65				
45078Oil	Jun-23 Oil	29.72	\$ -	\$ -	569.34 Glass	20.15%	20.47 Glass	10.00%	0.00 Glass	0.00%	-				
45078Tin	Jun-23 Tin	51.89	\$ 144.89	\$ 7,479.01	0.00 brown glass	0.00%	- brown glass	0.00%	0.00 glass	0.00%	-				
45078Milk Jug (HDPE)	Jun-23 Milk Jug (HDPE)	20.02	\$ 1,370.00	\$ 27,430.94	0.00 green glass	0.00%	- green glass	0.00%	0.00 glass	0.00%	-				
45078Colored Milk Jug (HDPE)	Jun-23 Colored HDPE	21.12	\$ 210.00	\$ 4,435.64	48.97 In cans	1.71%	3.39 In cans	1.62%	0.68 Tin	0.35%	97.94				
45078PET	Jun-23 PET	43.72	\$ 35.00	\$ 1,530.15	30.86 aluminum	1.09%	1.19 aluminum	0.58%	0.26 aluminum	0.13%	317.03				
45078Rigid	Jun-23 Rigid	4.74	\$ 198.40	\$ 940.35	41.01 Pet plastic	1.49%	2.71 Pet plastic	1.32%	0.66 PET	0.34%	22.99				
45078Aluminum	Jun-23 Aluminum	32.05	\$ 1,225.00	\$ 39,351.38	19.96 Col Milk Jug (HDPE)	0.71%	1.10 Col Milk Jug (HDPE)	0.57%	0.40 Colored HDPE	0.20%	83.61				
45078Glass	Jun-23 Glass	589.81	\$ (12.75)	\$ (7,520.02)	18.70 Milk Jug (HDPE)	0.68%	1.32 Milk Jug (HDPE)	0.64%	0.36 Milk Jug (HDPE)	0.18%	490.93				
45078Glass Plant	Jun-23 Glass	0.00	\$ -	\$ -	0.87 MCDDB	0.03%	0.09 MCDDB	0.05%	0.04 Tetra (MCDDB)	0.02%	-				
45078Tetra (MCDDB)	Jun-23 Tetra (MCDDB)	0.96	\$ -	\$ -	19.90 Ferrous	0.70%	0.48 Ferrous	0.23%	0.76 Scrap Metal	0.39%	130.16				
45078Scrap (Ferrous)	Jun-23 Scrap Metal	20.38	\$ 172.06	\$ 3,506.66	4.53 Rigid	0.16%	0.21 Rigid	0.10%	0.00 Rigid	0.00%	-				
45078Reject	Jun-23 Reject/Residual	919.01	\$ -	\$ -	29.71 Oil	1.05%	0.02 Oil	0.01%	0.02 Reject/Residual	0.01%	-				
TOTAL		2,730.97	\$ 140,865.55	90%	847.56	100.00%	71.45	34.92%	62.81	32.29%	OK	199.08	100%	\$ 11,888.03	\$ 60,746



Bell & Associates, Inc.1628 NW 33rd Way, Camas, WA 98607Phone 360-210-4344 / Chris@Bellassociatesinc.com

Independent Consultant's Report

Mr. Derek Ranta
District Manager, Waste Connections of Vancouver
12115 NE 99th St.
Vancouver, WA 98682

I have completed a cost and operational analysis, as discussed below, of the accounting and operational records of Waste Connections (the Company) as of June 1, 2018, solely to assist the Company in connection with the Clark County and the City of Vancouver recycling processing contract.

My site visit to the material recovery facility in West Vancouver as well as meetings with the Company's accounting staff was coordinated to ensure access to required information, availability of Company managers and supervisors, and needed assistance from office staff. The primary basis for the analysis was from the accounting and operational records of Waste Connections from January 1, 2018 to April 1, 2018.

The processing cost for commingled recycling at the West Vancouver facility was \$127.34 per ton. This amount is expected to remain stable for the remainder of the year if the sorting operations and regulatory requirements remain unchanged.

My work does not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls or other attestation or review services in accordance with standards established by the American Institute of Certified Public Accountants. Accordingly, I do not express an opinion or any other form of assurance on the reporting or compliance of Waste Connections. It is understood that this report is solely for the Company's information and is not to be referred to or distributed for any purpose to anyone who is not affiliated with the recycling contract review for Clark County and the City of Vancouver.

Bell & Associates, Inc. is pleased to have assisted the Company and appreciate the cooperation received during this engagement from Derek Ranta and the staff at Waste Connections in Vancouver.

Christopher Bell
President, Bell & Associates, Inc.

Bell & Associates, Inc. is not a public accounting firm

**EXHIBIT A.2-5
METHODOLOGY FOR DEALING WITH ANY FUTURE DECREASE IN THE CPI**

If the net CPI indices percent change (after applying the 82% or other applicable weighting factor) is negative for the prescribed reference period (most recent year compared to previous year), then the annual tipping fee increase shall be deemed “zero” percent and shall not be negative. In the subsequent year(s) the ending “base year” net value that last produced a positive change in the tip fee shall remain the “base year” until such year that the new percent change becomes positive. Subsequent years that do not produce a positive percent change will continue to result in a “zero” percent adjustment to the tipping fee. The following example is used to illustrate this calculation:

FORMULA

$$\frac{(\text{Most Recent Index} - \text{Base Year Index})}{\text{Base Year Index}} \times \text{Applicable Weighting Factor} = \% \text{ Increase in Tip Fee}$$

Where Base Year = Most Recent Year with a Positive Increase in the Index above the previous high point

Example

Year 1: Net Index =	1000
Year 2: Net Index =	1010
Year 3: Net Index =	950
Year 4: Net Index =	990
Year 5: Net Index =	1050
Year 6: Net Index =	1060
Year 2 percent change:	$((1010-1000)/1000) \times 0.82 = \underline{+0.82\%}$
Year 3 percent change:	$((950-1010)/1010) \times 0.82 = -4.87\%$ call it <u>ZERO</u>
Year 4 percent change:	$((990-1010)/1010) \times 0.82 = -1.62\%$ call it <u>ZERO</u>
Year 5 percent change:	$((1050-1010)/1010) \times 0.82 = \underline{+3.25\%}$
Year 6 percent change:	$((1060-1050)/1050) \times 0.82 = \underline{+0.78\%}$

Example Applied to Prior CPI Index for Disposal Contract			
June 2007 Index =	201.217		
June 2008 Index =	209.456	Percent change 2008/07	$((209.456-201.217)/201.217) \times 0.82 = \underline{+3.358}$
June 2009 Index =	207.898	Percent change 2009/08	$((207.898-209.456)/209.456) \times 0.82 = -0.610 \underline{ZERO}$
June 2010 Index =	213.036	Percent change 2010/09	$((213.036-209.456)/209.456) \times 0.82 = \underline{+1.402}^*$
June 2011 Index =	218.872	Percent change 2011/10	$((218.872-213.036)/213.036) \times 0.82 = \underline{+2.246}$
<p>* The following calculation was used for setting the 2011 Actual Tipping Fee: $((213.036-207.898)/207.898) \times 0.82 = \underline{+2.027}$</p>			

EXHIBIT A.2-6 NON-PERFORMANCE FEES

The following acts or omissions shall be considered non-compliance with the Contract and the County Program Representative and Vancouver Contract Representative have the right to require payment by the Contractor of the fees set forth for each act or omission separate from the Contractor's costs related to resolving the non-performance instance:

Receiving

1. Failure to accept materials during scheduled hours of operation – \$500 per hour, up to \$5,000 per day per Facility

General Operations

2. Failure to comply with notice requirements regarding transitioning from primary plan to back up plan – \$250 per instance per day
3. Failure to clear tip floor per work day - \$3,000 per Facility per day. Except as approved by Operations Plan.
4. Failure to comply with any material prescribed procedures or requirements of a Facility Operations Plan –
 - 4.1. 1st instance in Contract year – written notice
 - 4.2. 2nd instance in Contract year – \$250 per instance per Facility
 - 4.3. Every additional instance in Contract year – \$500 per instance per Facility

General Equipment, Maintenance, and Facility Condition

5. Failure to comply with equipment maintenance or operation requirement –
 - 5.1. 1st instance in Contract year – written notice
 - 5.2. 2nd instance in Contract year – \$250 per instance per Facility
 - 5.3. Every additional instance in Contract year – \$500 per instance per Facility
6. Failure to comply with Facility maintenance or operation requirement –
 - 6.1. 1st instance in Contract year – written notice
 - 6.2. 2nd instance in Contract year – \$250 per instance per Facility

6.3. Every additional instance in Contract year – \$500 per instance per Facility

Disposal/Processing Facilities

7. Disposal or incineration of uncontaminated source-separated Recyclables without the prior written permission of the County Program Representative or Vancouver Contract Representative, and/or State of Oregon- \$250 per ton
8. Causing any material delivered to the Contractor via the Contract to be delivered to any backup or other Facility without the written consent of the County Representative in accordance with the procedures in this Contract: \$2,000 for the first occurrence and \$5,000 per occurrence thereafter
9. Improper storage of bales pursuant to the Operations Plan - \$250 per bale, per day

Planning and Reporting

10. Failure to comply with drafting and updating Operations Plans as required- \$100 per instance per day
11. Failure to comply with Contract and regulatory reporting as required- \$100 per instance per day

Customer Service

12. Failure to maintain and publish accurate Fees, charges and rates at the scale house, online, in publications, on billing statement, etc.- \$100 per instance per day
13. Failure to comply with Drop-off Area requirements –
 - 13.1. 1st instance in Contract year- written notice
 - 13.2. 2nd instance in Contract year- \$250 per instance per Facility
 - 13.3. Every additional instance in Contract year- \$500 per instance per Facility

Accounting

14. Failure to maintain accounting by Facility –
 - 14.1. 1st instance in Contract year – written notice
 - 14.2. 2nd instance in Contract year – \$250 per instance
 - 14.3. Every additional instance in Contract year – \$500 per instance

**EXHIBIT A.2-7
APPROVED RECYCLABLE MATERIALS TO BE PROCESSED
AT RECYCLING PROCESSING CENTER**

1. Mixed waste paper
2. Newspaper
3. Cardboard
4. Source separated shredded paper
5. Milk Cartons and drink or liquid boxes (aseptic containers)
6. Narrow neck plastic bottles, jugs, and jars (typically PET and HDPE resins but can be manufactured with other resins)
7. Plastic yogurt and margarine tubs (typically polypropylene (PP) resin)
8. Plastic buckets and nursery pots five gallons or less (typically ridged HDPE resins)
9. Aluminum containers (typically ABCs)
10. Steel and tin containers, including empty aerosols
11. Ferrous and nonferrous scrap metal
12. Glass food and beverage containers, all colors
13. White Goods (non-freon containing)
14. Vehicle Batteries
15. Used motor oil and antifreeze (delivered in sealed clear plastic jugs)
16. Film Plastic (typically HDPE and LDPE, subject to market availability)
17. Propane tanks and canisters
18. Materials covered by State EPR, including Paint covered by Paint Care, E-Waste covered by WA E-cycles program
19. Sharps
20. EPS Block Foam (subject to market availability)

MASTER SERVICE AGREEMENT
ATTACHMENT A.3

HDC.1818

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 98666

and

COLUMBIA RESOURCE CO., L.P.

6601 NW Old Lower River Road, Vancouver, WA 98660

Project: Comprehensive Solid Waste and Recycling Services and Regional Solid Waste System Capital Improvements Services

Description: Regional Solid Waste System Capital Improvements Services

Supplier Contract Number: N/A

Contract Name: CCPH Columbia Resource Co. Solid Waste HDC.1818

MSA Contract Period: September 1, 2024 - December 31, 2032

Attachment A.3 Term: September 1, 2024 - December 31, 2032

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 360.397.8415 GCT@clark.wa.gov
City Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us
Contractor Contacts		
Program	Fiscal	Contract
Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com	Jason Hudson 503.884.9332 Jason.hudson@wasteconnections.com	Derek Ranta 503.884.9332 derek.ranta@wasteconnections.com

By signing below, Clark County, hereinafter referred to as "County," City of Vancouver, hereinafter referred to as "Vancouver", and Columbia Resource Co., L.P., hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

Dan Schooler _____ 08/27/24
Dan Schooler, Date
Western Region Vice President

CITY OF VANCOUVER:

Eric Holmes, Date
City Manager

CLARK COUNTY:

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Mitchellbrink _____ 08/26/24
Amanda Mitchellbrink, Date
Deputy County Prosecuting Attorney

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1. INITIAL TERM AND EXTENSIONS

1.1. **Initial Term and Extensions.** This Attachment A.3, herein referred to as “A.3” shall commence on September 1, 2024, at 12:00 AM, Pacific Time and shall terminate on the same termination timeline of Attachment A.1 including any conditional extension term pursuant to Section 1. This provision in no way limits the County’s or Vancouver’s authority to terminate A.3, in its entirety or in part, at any time during the conditional extension term pursuant to the Master Services Agreement Terms and Conditions Section 4.

2. REGIONAL SOLID WASTE SYSTEM CAPITAL IMPROVEMENTS PROCESSES AND RESPONSIBILITIES

2.1. **General.** The Parties agree that the Capital Improvement Projects may be implemented using (1) any process permitted in RCW 36.58.090; (2) a conventional Design-Bid-Build (DBB) process pursuant to chapter 39.04 RCW; or (3) some form of Alternative Project Delivery (APD) method pursuant to chapter 39.10 RCW such as General Contractor-Construction Manager (GCCM), Design-Build (DB), or Progressive Design-Build (PDB) depending on the size, scope, and complexity of the projects.

2.1.1. The preliminary step in the implementation of Capital Improvement Projects will be the development of a Regional Solid Waste System Facility Master Plan by the County with participation from the Cities, which is intended to help the County and the Contractor understand the relationship between the Projects and the most efficient order of construction.

2.1.2. As the next step, the County may develop preliminary Design Documents for a project or elect to have Contractor be responsible for preliminary design development.

2.1.3. The implementation method selected in 2.1, above, for each Project will be determined by mutual agreement of the County and Contractor.

2.1.4. Under any selected implementation process the Contractor will serve in an owner role for each Project undertaken consistent with the terms of A.3.

2.1.5. Under the selected implementation process, the Parties will discuss the need for and priority of Projects, but the County will make the final decision on the selection of which Projects to move forward with and when, taking into account input from the City of Vancouver and the Contractor.

2.1.6. As each Project is selected, amendments to the project-specific CIP Agreement will be executed by the County and the Contractor to provide

additional design and construction details, obligations of the County and Contractor, and costs as described below.

2.1.7. The following discussion sets out in general the details of the DBB and APD processes. The County and Contractor will adjust these details through discussion and mutual agreement on a Project-by-Project basis as the Capital Improvement Program is implemented. If the Parties choose to utilize a process permitted in RCW 36.58.090, the Parties shall comply with the requirements that the Parties determine are appropriate for each project.

2.2. **Conventional Design-Bid-Build Process.** If the County and Contractor agree to use a DBB approach, the County and Contractor will work together to facilitate the development and completion of selected Projects during the term of the Contract.

2.2.1. When a Project has been selected for development, the County and Contractor will negotiate a CIP Agreement similar to Exhibit A.3-1 for design and construction management services for that Project with the intent to create or confirm the Project's: (i) basis of design; (ii) the County's needs and objectives for the Project; and (iii) the steps to advance the Project. Depending on the complexity of the project, the scope and budget for design, and construction management services may be developed in more than one amendment as the County and Contractor mutually agree.

2.2.2. In the DBB process the Contractor will engage a qualified Design Professional firm or firms pursuant to chapter 39.80 RCW, who will prepare project Design Documents.

2.2.3. When Project design is complete, the Contractor will solicit competitive bids from not less than three qualified General Contractor (GC) teams and award a construction contract for the Project to the GC team pursuant to chapter 39.04 RCW.

2.2.3.1. Bids may be lump sum, time and materials, or some combination of the two as the Contractor and the County agree is appropriate given the nature of the Project work. This determination shall be made prior to issuance of the bid package.

2.2.3.2. At the time of construction contract award, the cost of the Project construction will be added to the CIP Agreement by Amendment.

2.2.4. Following construction contract award, the Contractor will oversee and manage the construction phase. The Contractor will utilize other

qualified subcontractors such as testing and inspection consultants to assist with the oversight and quality control of the construction work.

2.2.5. The roles and responsibilities of the Contractor and the County throughout the DBB process shall be more or less as described under the APD process below and as may be modified by mutual agreement of the County and the Contractor.

2.3. **Alternative Project Delivery Process.** If the County and the Contractor agree, the County and Contractor will work together using an APD approach to facilitate the development and completion of selected Projects during the term of the Contract pursuant to chapter 39.10 RCW or to chapter 36.58.090 RCW.

2.3.1. The preliminary step in the APD process will be negotiation of Phase One Services for that Project (generally design tasks), as further described below. The final step will be negotiation of Phase Two Services (generally construction tasks) for the Project as described below.

2.3.2. **Phase One Services.** When a Project has been selected for development, the Parties will negotiate a CIP Agreement similar to Exhibit A.3-1 for Phase One Services for that Project with the intent to create or confirm the Project's: (i) basis of design; (ii) the County's needs and objectives for the Project; and (iii) the steps to advance the Project.

2.3.3. Phase One Services will include design development, preconstruction services, preliminary environmental review (if applicable), and negotiation for Phase Two Services.

2.3.3.1. All design and other Project decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design and construction team providing ongoing, transparent cost estimates as required in A.3.

2.3.3.2. At the point in time where the design has been advanced to an appropriate level of definition that aligns with the County's requirements and as otherwise agreed in the CIP Agreement, the Contractor will provide a formal commercial proposal including the proposed Agreed Maximum Price (AMP) for Phase Two Services to be included in the CIP Supplemental Agreement.

2.3.3.3. The level of design completion needed to establish pricing for Phase Two Services will be stated in the CIP Agreement as it may vary for each Project.

2.3.3.4. Phase One Services will commence upon the County's issuance of a written notice to proceed with Phase One Services for that Project to the Contractor.

2.3.3.5. The Contractor shall ensure that Phase One Services are completed in accordance with the CIP Agreement.

2.3.4. **Phase Two Services.** In connection with establishment of the AMP for Phase Two Services, the County and Contractor will negotiate a CIP Supplemental Amendment (Exhibit A.3-2) for the Phase Two Services for the Project.

2.3.4.1. Phase Two Services will include final design, environmental review (if applicable), permitting, construction, construction quality control and oversight, and commissioning of the Project.

2.3.4.2. The CIP Supplemental Agreement must include all relevant commercial terms and other details for the Project, such as (to the extent applicable to each Project): scope, cost, the Contractor's contingency and use thereof, schedule, GC liquidated damages, GC limitations of liability, GC waiver of consequential damages, GC termination of rights, and all other requirements related to the completed Project.

2.3.4.3. Phase Two Services will commence upon the County's issuance of a written Notice to Proceed with Phase Two Services for that Project to the Contractor. The Contractor shall ensure that Phase Two Services are completed in accordance with the CIP Supplemental Agreement.

2.3.5. **Contractor Responsibilities**

General. The Contractor shall serve as the facility owner and as a contract manager for each Project and ensure that Subcontractors fulfill their obligations under the Subcontracts with Contractor. In this role, Contractor or an authorized agent of the Contractor shall be responsible for:

2.3.5.1. Engaging a General Contractor as necessary to assist in the performance of the Contractor's obligations under Sections 2.2 through 2.3 as it deems in its judgment to be necessary to fulfill the obligations under this Contract.

2.3.5.2. Reviewing and responding, as applicable, to any requests by the County, construction submittals, inspection reports, pay applications, change order requests, material testing reports, and other required submittals and data.

- 2.3.5.3. Being available to meet on site with the representatives of the County and the General Contractor.
- 2.3.5.4. Monitoring the daily construction activities and progress and being present on site from time-to-time as required by the nature of the ongoing construction activities. This includes coordinating with the County and the General Contractor; providing construction observations to confirm that the work is proceeding according to the construction contract documents; and notifying the County if problems, disputes, or changes from the approved final design arise during construction.
- 2.3.5.5. Providing monthly reports summarizing progress for the Project activities, including design and construction progress reports from Subcontractors.
- 2.3.5.6. Coordinating with the County on all design changes from the approved final design, and related construction questions and concerns.
- 2.3.5.7. Managing the General Contractor in establishing the Project schedules with input from the County and ensuring compliance therewith.
- 2.3.5.8. Reporting to the County Program Representative and Vancouver Contract Representative at mutually agreed, regular intervals.
- 2.3.5.9. Ensuring overall site safety and security during each Project
- 2.3.5.10. Securing any and all property rights from third parties necessary and applicable to any Project, including without limitation any rights to conduct testing of subsurface conditions necessary for the Project.
- 2.3.5.11. Unless the County agrees otherwise, these responsibilities shall not be delegated to any Subcontractor and shall not involve operations management staff provided under the Attachments A.1 or A.2. The Contractor's costs for managing these general duties shall be stated in Section 5, Compensation.
- 2.3.5.12. The Contractor shall serve as the County's sole contact with respect to the Projects. The County shall not contact any Subcontractors for a Project without prior or concurrent notice to the Contractor.

2.3.6. **Management of Design and Construction.** The Parties understand and agree that the Contractor may subcontract with one or more Design Professionals and General Contractors to provide certain design and construction management services. The Design Professional, General Contractor, and any Contractor staff who may perform these services, shall be qualified with relevant experience to lead and manage the capital improvement design and implementation Work. For Projects implemented through an APD process, the General Contractor and Design Professional shall be thoroughly experienced in the project delivery method selected. If the Contractor uses any of its own employees for these services, the Contractor shall not utilize the operations management staff identified in A.1. Any General Contractor engaged by the Contractor under this Contract must be acceptable to the County, which shall be conveyed to the Contractor in writing by the County Program Representative.

2.3.6.1. Management of design and construction services shall include, but are not limited to:

- 2.3.6.1.1. Procurement of design and construction services.
- 2.3.6.1.2. Contracting with and oversight of Subcontractors for design and construction services.
- 2.3.6.1.3. Securing all permits, licenses, and other governmental approvals necessary for construction and compliance therewith.
- 2.3.6.1.4. Ensuring compliance of all Subcontractors with site safety and security protocols during construction.
- 2.3.6.1.5. Establishing project schedules incorporating input from the County and ensuring compliance therewith.
- 2.3.6.1.6. Construction oversight and quality control services.
- 2.3.6.1.7. Management of tasks outlined in Sections 2.2 through 2.3.
- 2.3.6.1.8. Providing or obtaining information for design and construction progress reports for the Project activities.

2.3.7. **Design Procurement and Process.**

2.3.7.1. **Hiring.** The Contractor shall engage or ensure the engagement of a Design Professional(s) and any other qualified

Subcontractor design firm(s) it deems in its judgment to be necessary to fulfill the obligations under this Contract. Any Subcontractors engaged under this section must be acceptable to the County, which shall be conveyed in writing by the County Program Representative.

2.3.7.2. **Design progress.** Unless the County and Contractor agree in writing otherwise, design for each Project will be progressed in Design Documents from conceptual (approximately 10%), to approximately 30%, 60%, 90%, and final “For Construction”, or as reasonably determined by the Parties in the CIP Agreement. It is anticipated that Contractor’s commercial proposal for Phase Two Services (to be finalized in a CIP Supplemental Agreement) for each Project will be prepared when Project design reaches approximately 90% complete, or as reasonably determined by the Parties in the CIP Agreement.

2.3.7.3. **Design technology.** Design Documents will include drawings and plans prepared with building design software mutually acceptable to the County and Contractor, and fully illustrating all aspects of the facility improvements, and technical specifications prepared in the Construction Specifications Institute’s 41 division Master Format 2020 Edition and three-part section format unless otherwise mutually agreed by the Parties. The County will review in a timely manner and provide comments on each design progress stage of the drawings and specifications (approximately 10%, 30%, 60%, 90%, and final, or as reasonably determined by the Parties in the CIP Agreement).

2.3.7.4. **Cost estimates.** The Contractor will provide the County and Cities with construction cost estimates at the approximately 10%, 30%, and 60% design stages, or as reasonably determined by the County and Contractor in the CIP Agreement. The cost estimates will include all aspects of the construction including taxes, permit fees, and the Contractor’s contingency, as well as other identified variables applicable to the estimates. The cost estimates shall be prepared following the Associations for the Advancement of Cost Estimating (AACE) International’s cost estimate classification system as follows:

Design Level	AACE Cost Estimate Classification
10%	Class 4
30%	Class 3

60%	Class 2
-----	---------

2.3.7.5. The amount in each cost estimate stage for the Contractor’s contingency shall be reduced as the design progresses and shall be no more than 10% when the design reaches the point where the Contractor commits to the AMP for Phase Two Services, unless otherwise agreed upon by the Parties in the CIP Supplemental Agreement. The Contractor will control the use and distribution of the Contractor’s contingency budget after the final AMP for Phase Two Services is established. In addition to the cost estimates prepared for each stage of the design development, during Phase One the Contractor will provide life cycle cost estimates for design alternatives when requested by the County in order to aid the County's decision-making regarding selection among alternatives with input from the Contractor.

2.3.7.6. **Construction schedule.** The Contractor will provide an estimated construction schedule to accompany each design stage submittal at approximately 10%, 30%, 60%, 90% and final design “For Construction”, or as reasonably determined by the County and Contractor in the CIP Agreement. The schedules shall be prepared using software mutually acceptable to the County and Contractor. The schedules shall clearly indicate phasing of the construction that reasonably may be required for facility operations to continue without interruption or interference to the extent reasonably possible considering the phase of construction.

2.3.7.7. **Design Review.** Party Representatives shall confer at least biweekly by phone or email and shall meet monthly, at times mutually agreeable to the County and Contractor, to review the status of the design progress, and more frequently as necessary to resolve design questions and issues. The meetings may be virtual meetings using video conferencing or in person meetings. The County, after considering input from the City of Vancouver, shall have final approval authority for the design scope of work and design details. Design review meetings will be conducted at each stage of the design development and the County's comments and input to the design will be incorporated as mutually agreed during the design review process.

2.3.8. Construction Procurement and Process.

2.3.8.1. **Hiring.** The Contractor shall engage or ensure the engagement of qualified construction firm(s) that in the Contractor's judgment are necessary to fulfill its obligations under the CIP Agreement. Any Subcontractors engaged under this section must be acceptable to the County, which shall be conveyed in writing by the County Program Representative consistent with the requirements under the CIP Agreement.

2.3.8.1.1. Under the APD implementation process, the Contractor shall limit the General Contractor's performance of construction activities for each Project to not more than twenty percent (20%) of the total direct cost of construction, excluding major equipment purchases greater than \$50,000 excluding WSST, unless otherwise agreed by the County and Contractor in a CIP Agreement and/or CIP Supplemental Agreement.

2.3.8.1.2. Under the APD implementation process, the Contractor shall limit the General Contractor's cost for job site and home office management and overhead for each Project to not more than twenty percent (20%) of the total direct cost of construction, excluding major equipment purchases such as the second compactor, unless otherwise agreed by the Parties in a CIP Agreement and/or CIP Supplemental Agreement.

2.3.8.1.3. Under the APD implementation process, not less than sixty percent (60%) of the total direct cost of construction, excluding major equipment purchases, shall be performed by construction Subcontractors procured through a competitive process, with not less than three (3) bids obtained for each construction package, unless a fewer number of bids is approved by the County. The Contractor shall ensure the successful bidder for each construction package is selected on a best value basis which includes consideration of the Subcontractors' qualifications, proposed costs, and schedules.

2.3.8.2. **Notice to Proceed.** The Contractor shall not issue a Notice to Proceed with construction until the County receives all required documents. Required documentation shall include: a Performance and Payment Bond, a copy of all Certificates of Insurance and Additional Insured Endorsements. The Notice to

Proceed shall provide a start date and the date for Final Completion as agreed upon by the Parties.

2.3.8.3. **Testing and Inspections.** For all testing and inspections, the Contractor shall engage or ensure the engagement of an independent, qualified testing laboratory or special inspection Subcontractor to perform site inspections and testing services as agreed by the parties for each such Project and as required by the authorities having jurisdiction including, but not limited to, the following (as applicable):

- 2.3.8.3.1. Subgrade and backfill compaction testing.
- 2.3.8.3.2. Forms and rebar placement inspection.
- 2.3.8.3.3. Concrete sampling, test cylinder forming, and compression strength testing.
- 2.3.8.3.4. Grout sampling and compression cube testing.
- 2.3.8.3.5. Anchor bolt inspection and testing.
- 2.3.8.3.6. Structural welding inspection and testing.
- 2.3.8.3.7. High performance coating inspection.

2.3.8.4. **Documentation and tracking.**

- 2.3.8.4.1. The Contractor shall thoroughly document or ensure the thorough documentation of all construction oversight activities, including inspection and testing, on a continuous basis and shall provide copies of such documentation to the County Program Representative and Vancouver Contract Representative in a timely manner as required in this Contract.
- 2.3.8.4.2. The Contractor shall utilize or require all Subcontractors to utilize a formal submittal process that covers all materials and equipment specified in the design specifications. The process will track submittals in an electronic submittal log by specification section and date and will clearly show the review and approval comments of the Design Professional. The County and City of Vancouver will be included in the submittal process and will be given a reasonable opportunity to monitor the submittal process. The Parties will agree ahead of

time on which key submittals require the County's and Vancouver's review and on the time allocated for comments. The County and Vancouver recognize the critical nature of turnaround time for submittals and agrees that it will not delay the submittal review process.

- 2.3.8.5. **Drawings.** The Contractor shall maintain updated drawings ("red line drawings") during the construction. The County and Vancouver shall have an opportunity to inspect the "red line" drawings as the construction progresses. Upon completion of construction and the commissioning of the Project, the Contractor will provide the County and Vancouver with construction record drawings in an electronic format acceptable to the County and Vancouver.
- 2.3.8.6. **Temporary facilities and controls.** The Contractor shall provide or ensure the provision of all necessary temporary facilities and controls during construction, including but not limited to health and safety plans, traffic control plans and measures, trench safety measures, fire protection measures, and infectious disease protocols.
- 2.3.8.7. **Impact to facility operations.** The Contractor shall use reasonable efforts to minimize the negative impacts that construction Work has on the ongoing operations of the facility, including phased construction as necessary. All electrical service interruptions shall be scheduled for hours outside the operating hours, unless such interruptions are reasonably unforeseen or done for health and safety reasons.
- 2.3.8.8. **Construction Schedules.** Unless otherwise agreed by the Parties, the Contractor will submit an updated Project schedule with each monthly invoice. In addition, the Contractor will submit a two-week look-ahead schedule along with the agenda for each weekly construction progress meeting.
- 2.3.8.9. **Construction review.** The Contractor shall schedule weekly (unless another frequency is mutually agreed upon by the County and the Contractor) construction progress meetings throughout the construction period at times mutually acceptable to the County and Contractor. These meetings will be conducted at a mutually agreeable site, and will be attended by representatives of the Contractor, Design Professional, County, General Contractor, key Subcontractors, and others as appropriate; provided that meetings may be virtual meetings using video conferencing software as agreed by the County

and Contractor. The Contractor shall prepare and distribute the agenda for these meetings at least one (1) day before each meeting, and record and distribute meeting notes within two (2) business days of each meeting.

2.3.8.10.Changes during construction. For the requirements for managing changes in Project design and execution during construction Refer to Section 9, Change Orders.

2.3.9. Warranties. The Contractor shall ensure that for any equipment, material, or item installed under this Contract, the County, Vancouver, or successor owner will be a beneficiary of any and all warranties that are furnished as a customary trade practice that extend beyond January 1, 2034, and that installation will not void any such warranty. To effect this arrangement, all subcontracts executed in performance of this Contract shall include the following language:

2.3.9.1. The Contractor itself makes no representation or warranty, either express or implied, as to the quality of the equipment, material or item installed at the facilities the facilities under this Contract. Any other representation or warranty that may be applicable to a Project shall be addressed in the CIP Agreement or CIP Supplemental Agreement specific to the Project. During the term of A.3, the County and Contractor will work cooperatively to enforce any warranty in any subcontract or supply contract. Upon the expiration of A.3, the County or any successor will take sole responsibility to enforce any warranty in any subcontract or supply contract.

2.3.10. County assumption. When and if the County, Vancouver, or County successor agency assumes ownership of any of the Regional Transfer Station sites, should the County and Vancouver provide notice to the Contractor that it intends to assume some or all responsibilities for implementing one or more improvements, as provided in Section 2.4.6 below, the Contractor agrees to act in good faith and without delay in providing the County and Vancouver with all documents (not including privileged or proprietary documents) and other support that the County and Vancouver reasonably determines are necessary to proceed with the improvement and agrees to assist the County and Vancouver as reasonably necessary for the transition. The County and Vancouver agree to pay for all work performed by the Contractor to create those documents up to the time the documents are delivered to the County and Vancouver.

2.4. County Responsibilities. The County shall be responsible for:

- 2.4.1. The County will collaborate closely with the Contractor to facilitate the design, permitting, environmental review (if applicable), construction, and commissioning of the Projects to be implemented. The County Program Representative(s) will be available to timely respond to questions and information requests related to the Projects or this Contract.
- 2.4.2. The County will provide detailed Project Criteria for each Project in the Solid Waste System Master Plan as set forth in A.3.
 - 2.4.2.1. For selected projects, the County may provide preliminary Design Documents.
- 2.4.3. The County will perform its review, acceptance, and approval obligations set forth herein in good faith and without delay. Unless the County and Contractor agree otherwise, the County will complete design submittal and construction submittal reviews as quickly as possible, and in no case later than two (2) weeks following receipt of design submittals.
- 2.4.4. Further details regarding the County's and Vancouver's specific responsibilities for each Project will be detailed as necessary in each CIP Agreement or CIP Supplemental Agreement, as applicable.
- 2.4.5. The County and Vancouver retain the right to enter the facilities at any time and without prior notice to observe all work performed under A.3, and as agreed to in Attachment A.1 Section 2.4.3.
- 2.4.6. As provided for in Section 2.3.10, the County reserves the right to assume some or all responsibilities for implementing the improvements at any time during the process should the County determine that such change of approach is in the best interests of the Parties. Any assumption shall be effective upon the date identified in a Notice of Assumption. Notwithstanding the assumption, the County shall remain responsible to the Contractor for all costs actually incurred by the Contractor or any Subcontractor in connection with any Project before the effective date of assumption when such costs are in conformance with this Contract, with a CIP Agreement, or with a CIP Supplemental Agreement or any reasonable costs of demobilization actually incurred by a Subcontractor. Payment shall be made in accordance with Section 5 of A.3.
- 2.4.7. The County and Vancouver also retain final authority on matters related to improvement priorities and the implementation schedule.

3. OWNERSHIP OF FACILITIES

- 3.1. Until the County, Vancouver or successor agency assumes ownership of any of the Regional Transfer Station sites, as specified in Attachment A.1 Section 14,

the Contractor owns the facilities, the land thereunder (other than the land under the Washougal Transfer Station which is leased from the Port of Camas/Washougal), and all capital improvements constructed under A.3. Neither the Contractor nor any Subcontractor, shall remove or dismantle any part of the Regional Transfer Station sites or any capital improvements without written authorization of the County Program Representative or as specifically required for a Project.

4. RECORDKEEPING AND REPORTING

4.1. The Contractor shall establish and maintain an information system to provide storage and ready retrieval of accurate and complete capital improvement project documents, data and records. The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Projects. The Contractor shall provide to the County Program Representative, and Vancouver Contract Representative upon request, by the fifteenth (15th) day of each month a report for the preceding month in accordance with Exhibit A.3-3.

5. COMPENSATION PROVISIONS

5.1. Compensation for Management of Design and Construction

5.1.1. The Parties shall engage in good faith negotiations to determine compensation for the Contractor for those reasonable and actual costs incurred by the Contractor in connection with each Project.

5.2. Reimbursement for Design and Construction Costs

5.2.1. For all services that the Parties agree may be subcontracted out by the Contractor in accordance with A.3, the Contractor shall be responsible for all costs incurred by the Subcontractors, but the County shall reimburse the Contractor for those costs, provided the costs have been approved in a CIP Agreement or CIP Supplemental Agreement, subject to any amendments or change orders. Such costs include but are not limited to:

5.2.1.1. Design and engineering costs including surveying;

5.2.1.2. Project permitting costs;

5.2.1.3. Project environmental review costs (if applicable);

5.2.1.4. Project construction costs, including without limitation materials, rental costs and taxes associated with the Work, and costs and expenses invoiced by Subcontractors;

5.2.1.5. Construction quality control oversight and testing costs;

- 5.2.1.6. Project commissioning costs; and
 - 5.2.1.7. Costs to secure and maintain performance and payment bonds and Project insurance (other than Worker's Compensation coverage).
- 5.2.2. The County and Contractor Representatives shall meet, review and agree on a draft invoice from the Contractor for services performed under A.3 on a day of the month to be agreed by the County and Contractor. The invoice shall include only the costs identified above that were invoiced to the Contractor in the preceding month and are only the costs actually incurred by a Subcontractor. The invoice shall also specify the amount to be retained under RCW 60.28.011 unless a retainage bond has been secured in compliance with Chapter 60.28 RCW. On a day of the month agreed to by the County and Contractor, the Contractor shall provide to the County a reviewed and agreed invoice in a format acceptable to the County and accompanied by supporting documentation as required by the County. Supporting documentation shall include, but is not limited to, invoices from Subcontractors. Additional documentation that may be reasonably requested by the County includes, but is not limited to, quantity surveys for construction quantities completed and invoiced, certification of upkeep of construction record drawings, documentation showing resolution of non-conforming Work, and other progress documentation.
- 5.2.3. The County will pay the Contractor within thirty (30) days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise agreed to by the County and Contractor.
- 5.2.4. If any amount is disputed in good faith, the County may withhold release of reimbursement / payment from the DCIMRF to the extent of the disputed amount but the County shall (i) pay all undisputed amounts as set forth above, and (ii) notify the Contractor in writing of the specific amounts the County intends to withhold, the reasons for the withholding, and the specific measures Contractor must take to rectify the County's concerns. The disputed amount shall be resolved in accordance with Section 2.13 of Exhibit A of the Master Services Agreement. To the extent that the dispute is resolved in favor of the Contractor, the County will agree to pay / reimburse the Contractor from the DCIMRF the remaining amount to which the Contractor is entitled plus an award of prejudgment interest and the Contractor's reasonable attorneys' fees and costs. The Contractor shall continue to perform its obligations under this Contract during any dispute resolution.

5.3. Retainage

5.3.1. In accordance with RCW 60.28.011, the County will retain five percent (5%) of funds to be paid to the Contractor under a CIP Agreement or CIP Supplemental Agreement for all labor, materials, supplies, or equipment, other than professional services as defined in chapter 39.80 RCW, that have been provided or used in the design or construction of a Project. The County will hold these funds in the manner elected by the Contractor under RCW 60.28.011(4), or the Contractor may, at no cost to the County or Vancouver, elect to provide a retainage bond as set forth in RCW 60.28.011(6). All terms of release or claims of lien shall be governed by chapter 60.28 RCW, with the trigger for giving notice of a lien under RCW 60.28.011(2) as being the date of Substantial Completion as defined herein unless otherwise.

5.4. Change Orders

5.4.1. If and when changes in a Project that are outside the cost and scope of the Project become necessary or advisable, the Contractor and General Contractor and/or Design Professional will confer on the scope, cost, and/or schedule impact for any changes that are pursued. Following conferral, the Contractor will present the proposed change order to the County for conferral and agreement. If the change is agreed to by the County, the County will prepare a change order and provide the Contractor with written direction to proceed. Implementation of the change order will not occur until the written direction to proceed is received by the Contractor.

5.4.2. The Contractor shall make or approve such changes and revisions to Project design or construction as necessary to cure apparent defective Work by a Contractor or Subcontractor with notification to the County, and such change shall not affect the Price of the Work.

5.4.3. If the County and Contractor are unable to reach agreement on the terms of any proposed change, the Contractor shall pursue resolution of the disagreement pursuant to the terms of dispute resolution in the Contract.

5.5. No Other Payments

5.5.1. Except as provided herein, the Contractor shall not receive compensation or payments for any fees other than those specifically allowed except with written authorization from County Program Representative.

6. CONTRACT REPRESENTATIVES

6.1. Parties shall designate a Contract Representative.

6.1.1. The County Program Representative is: _____ or their designee.

6.1.2. The Vancouver Contract Representative is: _____ or their designee.

6.1.3. The Contractor Contract Representative is: _____ or their designee.

6.2. The Contractor Contract Representative shall be the Contractor's agent and shall represent the Contractor for all purposes of this Contract. All written directions, instructions or notices given by County Program Representative and Vancouver Contract Representative to the Contractor Contract Representative and related to the subject matter of the Contract shall bind the Contractor unless contrary to A.3 or promptly objected to by the Contractor. The Contractor Contract Representative shall have authority to act on behalf of the Contractor with respect to the actions required under A.3. The Contractor Contract Representative's statements, representations, actions, and commitments shall fully bind the Contractor. The Contractor Contract Representative shall be available to the County Program Representative and Vancouver Contract Representatives at all times during the term of A.3.

6.3. The Parties shall notify each other in writing at least fifteen (15) days prior to any change in the Contract Representative designations.

**EXHIBIT A.3-1
CIP AGREEMENT TEMPLATE**

[NOTE: The following is a template to assist the Parties in preparing the scope, schedule and budget for each Project undertaken using the process set forth in RCW 36.58.090, a traditional DBB, one of the APD implementation processes. The template is meant to be flexible and a starting point for defining the scope, schedule and cost for each project, and may be modified by mutual agreement of the Parties]

CIP AGREEMENT # [number of project]_____ FOR [ATTACHMENT A.3]

Relating to Regional Solid Waste System Capital Improvements at XXXXXXXX Transfer Station

This CIP AGREEMENT is between CLARK COUNTY, a political subdivision of the State of Washington (County), City of Vancouver (Vancouver) and COLUMBIA RESOURCE CO., L.P., a XXXXXX corporation (Contractor); hereafter collectively referred to as Parties made pursuant to the Master Services Agreement. This CIP AGREEMENT shall be effective upon the date that all Parties have executed it (Effective Date), as evidenced by the signatures below.

RECITALS

WHEREAS, the Parties entered into agreement for the operation and maintenance of the Solid Waste System pursuant to the Master Services Agreement, including A.3;

WHEREAS, the Parties intend that A.3 will function as a guideline for all Capital Improvement Projects identified in the Solid Waste System Master Plan, as well as any projects later identified that the Parties wish to accomplish at XXXXXXXX;

WHEREAS, The Solid Waste System Master Plan functions as the preliminary facility planning document that advances the planning and preliminary designs for all Capital Improvement Projects identified thus far in A.3 and establishes Project Criteria for each Project;

WHEREAS, each Capital Improvement Project is to be carried out in a two-step design and construction process as described in A.3. Design aspects are the majority of Phase One Services and are to be set forth in a CIP Agreement. Construction aspects are the majority of Phase Two Services and are to be set forth in a CIP Supplemental Agreement. A.3 requires that the Parties will agree upon and enter into a CIP Agreement and a CIP Supplemental Agreement for each Capital Improvement Project, unless the Parties agree to combine Projects; and

WHEREAS, the Parties wish to set forth the Phase One Services for [Name of Project] (Project) in compliance with the CIP Agreement, any amendments thereto, and the terms and conditions herein.

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE

This CIP Agreement covers all Phase One Services for the [Name of Project] described in Section 3 and is intended to create or confirm (i) the basis of design, (ii) the County's needs and objectives for the Project, and (iii) the steps to advance the Project. The work under this CIP Agreement will include design development, preconstruction services, preliminary environmental review (if applicable), and negotiation of Phase Two Services. All work will be completed using the Contractor's own or contracted material, labor, and equipment, and anything else necessary to complete the tasks identified herein in a professional and workman like manner and in accordance with standard industry practices.

2. DEFINITIONS

Capitalized terms used herein but not defined shall have the meanings set forth in A.3.

[Insert required Definitions, if any]

3. DESCRIPTION OF THE PROJECT

The Capital Improvement Project covered by this CIP Agreement is entitled [Name of Project] and involves [insert summary description of project].

[Insert general description of the overall project, the purpose/intent/objectives of the Project and the anticipated outcome that the Project will provide for OVTS/the County.]

The Project Criteria for this Capital Improvement Project [are set forth in Attachment ____] [include the following]:

[Insert summary of known Project Criteria]

4. COMMENCEMENT

Following execution of this CIP Agreement, Phase One Services will not commence until the County issues to the Contractor a written Notice to Proceed [language requiring other documentation] with Phase One Services in accordance with Section [insert updated section reference] of A.3.

5. BUDGET & COMPENSATION

1. Total cost. The amount of compensation to be paid to the Contractor under this CIP Agreement shall be as provided in Attachment A: Compensation, which is incorporated herein by this reference, and shall be paid in accordance with A.3.

2. Management and overhead. At no point shall any General Contractor cost for management and overhead be more than █% of the total compensation under this CIP Agreement, excluding major equipment purchases.
3. Invoicing and Reimbursement. All invoicing under this CIP Agreement shall be made, and the County shall pay the Contractor, in accordance with Section 5 of A.3.

Except for the following additional supporting documents, no documents other than those identified in Section 5.2 of A.3 as supporting documentation shall be required as a condition of payment:

[Insert required documentation, if any]

4. Retainage. Unless a retainage bond has been secured by the Contractor as provided in Section 5.4 of A.3, the County will retain five (5%) of all funds to be paid to CRC under this CIP Agreement that are subject to retainage under chapter 60.28 RCW in the method selected by the Contractor in accordance with RCW 60.28.011, which the Contractor will select prior to execution of this Agreement. Without limitation, the Parties anticipate that the following classifications of work for this CIP Agreement will be subject to retainage:

[Insert known work classifications (labor, materials, supplies, or equipment), if any, that are subject to chapter 60.28 RCW retention]

5. Prevailing wages. To the extent any work performed under this CIP Agreement requires payment of prevailing wages, Section 8 of the Master Service Agreement shall apply.

6. SCHEDULE AND COMPLETION

- A. Completion Date. The Parties acknowledge that time is of the essence in this CIP Agreement. All Phase One Services for the Project, as identified herein, shall be completed by [date] ("Phase One Completion Date"), except in the event of an Uncontrollable Circumstance or unless otherwise agreed by the Contractor and the County and documented by an amendment to this CIP Agreement.
- B. Schedule. The schedule for complying with the Phase One Completion Date is set forth in Attachment B: Schedule.
 1. The schedule shall, at minimum, indicate the dates for the start and completion of the various stages of work, including the dates when County information and approvals are required to enable the Contractor to comply with the schedule and assumptions associated with such schedule. The County's review of, and response to, the schedule shall not be construed as

relieving the Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the work.

2. The schedule may be revised as required by conditions and progress of the work by agreement of the County and the Contractor Party Representatives; provided that the schedule shall not be extended because of any delays solely attributable to the Contractor or any Subcontractor but may be extended by the County (i) in the event of a delay attributable to the County; (ii) because of Uncontrollable Circumstances; or (iii) as necessary to avoid or minimize negative impacts to operations at the Project site.

[Insert potential scheduling impacts specific to the Project, if any]

7. DESIGN DEVELOPMENT

- A. Design Documents. Based on the Regional Solid Waste System Master Plan, the Contractor shall manage the advancement and completion of design for the Project to the County's satisfaction. Design Documents shall progress to the County for review and approval at 30%, 60%, 90% and final "For Construction" using the agreed upon technology in the CIP Agreement. *[identify other technology to use here if necessary]*. All submitted Design Documents shall be stamped with the seal appropriate to the architect, engineer, or other licensed professional.

1. Preliminary to 30% design:

- (a) Objectives

[Insert a description of the Objectives to reach 30% design.]

- (b) Activities [E.g., update background and site analysis; concept updates with review and revisions; modeling; investigations, etc.]

[Insert a description of the Activities to reach 30% design.]

- (c) Deliverables

- (i) Design Document

- (ii) Cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates.

- (iii) Cost estimates, including life cycle costs, for design alternatives when requested by the County.

(iv) Estimated construction schedule using [] technology. The schedule must clearly indicate any phasing of the construction that may reasonably be required for operations to continue without interruption or interference.

(d) Assumptions

[Insert a description of the Assumptions to reach 30% design.]

2. 30% to 60% design (*strike if not applicable*)

(a) Objectives

[Insert a description of the Objectives to reach 60% design.]

(b) Activities

[Insert a description of the Activities to reach 60% design.]

(c) Deliverables

(i) Design Document

(ii) Updated cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates. Contingency costs shall be reduced as the design progresses.

(iii) Updated life cycle cost estimates for design alternatives when requested by the County.

(iv) Updated estimated construction schedule with any phasing that may reasonably be required for operations to continue without interruption or interference clearly indicated.

(d) Assumptions

[Insert a description of the Assumptions to reach 60% design.]

3. 60% to 90% design

(a) Objectives

[Insert a description of the Objectives to reach 90% design.]

(b) Activities

[Insert a description of the Activities to reach 90% design.]

(c) Deliverables

(i) Design Document.

(ii) Updated cost estimates for construction, which shall cover all aspects of the construction including taxes, permit fees, and a contingency, as well as other identified variables applicable to the estimates. Contingency costs shall be reduced as the design progresses and shall be no more than 10% when the County and Contractor agree on the Agreed Maximum Price (AMP) for Phase Two Services.

(iii) Updated estimated construction schedule with any phasing that may reasonably be required for operations to continue without interruption or interference clearly indicated.

(d) Assumptions

[Insert a description of the Assumptions to reach 90% design.]

B. Design Review. The County shall have the opportunity to review and provide comment at each of the design stages identified above. Additionally, the regular progress meetings and project reports should address (i) whether the work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in A.3 or this CIP Agreement that require resolution, (iii) whether health and safety issues exist in connection with the Project; (iv) status of the contingency account to the extent provided for in this CIP Agreement; and (v) other items that require resolution so as not to jeopardize the Contractor's ability to complete the work of Phase One for the agreed compensation amount and in accordance with the schedule set forth herein. The County shall have final approval for the design and all related aspects, acknowledging that decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design and construction team providing input and ongoing, transparent cost estimates.

C. *[Insert other County rights and responsibilities as necessary for the particular project]*

8. PRECONSTRUCTION SERVICES

A. Preconstruction Review. The Contractor shall schedule and conduct weekly meetings with the County, or on such other schedule as otherwise agreed, to

discuss such matters as procedures, progress, coordination, and scheduling of the work. The Contractor shall actively and cooperatively advise the County and Vancouver on proposed site use and improvements, selection of materials, and building systems and equipment. The Contractor shall also actively and collaboratively provide recommendations to the County and Vancouver, using reasonably available information and consistent with the Project Criteria requirements, on other preconstruction issues such as constructability; availability of materials and labor; time requirements for procurement, installation and construction, including ways to accelerate the schedule; phasing and site work planning; sequencing and scheduling for procurement, installation and construction; impact on operations; factors related to construction quality, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs and materials, preliminary budgets, life-cycle data, and possible cost reductions. All decisions will be based on cost, schedule, quality, operability, life cycle, and other considerations, with the Contractor's design-build team providing ongoing, transparent cost estimates.

[Insert additional preconstruction review requirements, if any]

- B. Incorporation. The Contractor shall work with the County to incorporate into the Design Documents recommendations on constructability, means, and/or methods that may reduce cost, save time, improve quality, reduce risk, and/or improve the overall process of Project delivery. A primary objective of these efforts will be good faith efforts to ensure that the final cost of the work does not exceed the County's budget for the Project, and that the Project can be completed on time.
- C. Site Investigations. The Contractor shall manage the performance of site investigations, including but not limited to utility locates, to assist in development of the design and construction planning. The Contractor is responsible for verifying accuracy and reliability of information provided by any third party, regardless of the source. The Contractor is responsible for ensuring current and accurate investigations are completed that the Contractor believes are necessary for design or construction
- D. Procurement. The Contractor shall keep the County apprised of any labor, materials, and equipment that, to the Contractor's knowledge, might require a long lead time and shall coordinate with the County to ensure they are timely ordered and received. If ordering is necessary prior to the establishment of the AMP or execution of the CIP Supplemental Agreement, the Parties shall agree on an arrangement for procurement of such items.
- E. Preliminary Environmental Review. *(strike if not applicable)*
- F. Permit Assessment and Preparation. *(strike if not applicable)*

G. Others. *[Insert any tasks that need to be completed prior to starting any Phase Two services]*

9. NEGOTIATION FOR PHASE TWO SERVICES

Along with submission of the [90% or as agreed upon by the parties] Design Document, the Contractor shall provide a formal commercial proposal including AMP for Phase Two Services to be included in the CIP Supplemental Agreement for the Project. The County and Contractor shall then negotiate in good faith terms a final AMP for the CIP Supplemental Agreement.

10. INSURANCE AND INDEMNIFICATION

In addition to the insurance and indemnification provisions in Sections 6 and 16 of the Master Services Agreement, the Contractor shall require that subcontractors (excluding the General Contractor) for the following work hired, retained, or utilized for this CIP Agreement obtain and maintain the insurance coverage set forth in Attachment C: Subcontractor Insurance Requirements:

[Types of work with insurance requirements]

[Insert insurance modifications from the CIP Agreement for the Contractor and/or General Contractor, if any]

11. WARRANTIES

The Contractor warrants to the County that all the Contractor employees who perform work under this CIP Agreement and all subcontractors, subcontractor employees, and agents hired by the Contractor to perform work under this CIP Agreement have the qualifications, knowledge, experience, skills, and resources necessary to provide all work. The Contractor also warrants that all work performed hereunder shall be provided in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances, and that all work shall be performed to the County's reasonable satisfaction and according to the schedule agreed to by the Parties.

12. COUNTY ASSUMPTION OF WORK

[Insert any details specific to the project that would warrant more information than what is in A.3]

13. AMENDMENTS OR MODIFICATION

All amendments or modifications to this CIP Agreement shall be in writing and signed by the County and Contractor. There shall be no modification of this CIP Agreement, except in writing, executed with the same formalities as this present instrument.

14. CIP AGREEMENT TERMS

Except as expressly provided in this CIP Agreement, all other terms and conditions of A.3, and any subsequent amendments thereto applicable to the Project, remain in full force and effect.

15. TERMINATION

This CIP Agreement may be terminated under the terms of Section 4.2 of the Master Service Agreement

**ATTACHMENT A
COMPENSATION**

**ATTACHMENT B
SCHEDULE**

ATTACHMENT C SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall ensure that [subcontractor] procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with their performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

- Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or equivalent, including products and completed operations, with limits of no less than identified below per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - \$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage.
 - \$3,000,000** per occurrence and **\$5,000,000** aggregate for bodily injury, personal injury, and property damage.
 - \$5,000,000** per occurrence and **\$10,000,000** aggregate for bodily injury, personal injury, and property damage.

- Automobile Liability:** covering any auto, hired, leased, and non-owned autos, with limits no less than the following:
 - \$1,000,000** per occurrence and \$2,000,000 aggregate for bodily injury and property damage.
 - \$500,000** per occurrence and \$1,000,000 aggregate for bodily injury and property damage.
 - \$100,000** per occurrence and \$300,000 aggregate for bodily injury and property damage.

- Workers' Compensation:** as required by the State of Washington, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

- Professional Liability (Errors and Omissions)** (if Design/Build): Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

- Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the subcontract and no coinsurance penalty provisions.

- Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

**EXHIBIT A.3-2
CIP SUPPLEMENTAL PROJECT AGREEMENT (CIP SUPPLEMENTAL
AGREEMENT) TEMPLATE**

To be developed by the Parties after execution of the CIP Agreement.

**EXHIBIT A.3-3
RECORD KEEPING AND REPORTING REQUIREMENTS**

To be developed by the Parties after execution of the CIP Agreement.

Certificate Of Completion

Envelope Id: 767FB349297B42A1A970A2D197781914	Status: Completed
Subject: Docusign: CCPH Columbia Resource Company Solid Waste HDC.1818	
Source Envelope:	
Document Pages: 212	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Rebecca Addington
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	rebecca.addington@clark.wa.gov
	IP Address: 64.4.184.5

Record Tracking

Status: Original	Holder: Rebecca Addington	Location: DocuSign
8/23/2024 4:20:04 PM	rebecca.addington@clark.wa.gov	

Signer Events

Amanda Migchelbrink
 Amanda.Migchelbrink@clark.wa.gov
 Deputy Prosecuting Attorney
 Security Level: Email, Account Authentication (None)

Signature



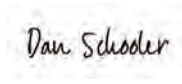
Signature Adoption: Pre-selected Style
 Using IP Address: 64.4.181.35

Timestamp

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 Viewed: 8/26/2024 7:30:05 AM
 Signed: 8/26/2024 7:30:14 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/26/2024 7:30:04 AM
 ID: 184c60a8-c70f-4a4d-b289-10292f8d415e

Dan Schooler
 dan.schooler@wasteconnections.com
 Region Vice President
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 198.190.198.1

Sent: 8/26/2024 7:30:17 AM
 Viewed: 8/26/2024 1:52:47 PM
 Signed: 8/27/2024 8:52:47 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/26/2024 1:52:47 PM
 ID: fc370363-a4e5-466d-a3d3-7d855d128a92

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Derek Ranta derek.ranta@wasteconnections.com District Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/27/2024 8:52:51 AM
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Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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<p>Gerry Preston Gerry.Preston@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2024 2:35:38 PM ID: 4e38aef7-5f88-4cee-b060-6df43cdf8788</p>	COPIED	<p>Sent: 8/27/2024 8:52:52 AM</p>
<p>Joelle Loescher joelle.loescher@clark.wa.gov Solid Waste Operations Program Manager Clark County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 8/27/2024 8:52:52 AM Viewed: 8/27/2024 9:22:37 AM</p>
<p>Julie Gilbertson julie.gilbertson@cityofvancouver.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 8/27/2024 8:52:53 AM Viewed: 8/27/2024 10:59:25 AM</p>
<p>Jeff Harbison Jeff.Harbison@clark.wa.gov (564) 397-8475 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/17/2017 1:59:43 PM ID: c6b22f8b-5a80-40f6-b4c8-2d833922a3f9</p>	COPIED	<p>Sent: 8/27/2024 8:52:54 AM</p>
<p>Alan Melnick alan.melnick@clark.wa.gov Public Health Director Clark County Public Health Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/13/2017 11:12:37 AM ID: 651822e5-b74c-4c64-862c-d03573dd80b8</p>	COPIED	<p>Sent: 8/27/2024 8:52:55 AM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/27/2024 8:52:47 AM
Completed	Security Checked	8/27/2024 8:52:55 AM

Payment Events	Status	Timestamps
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CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

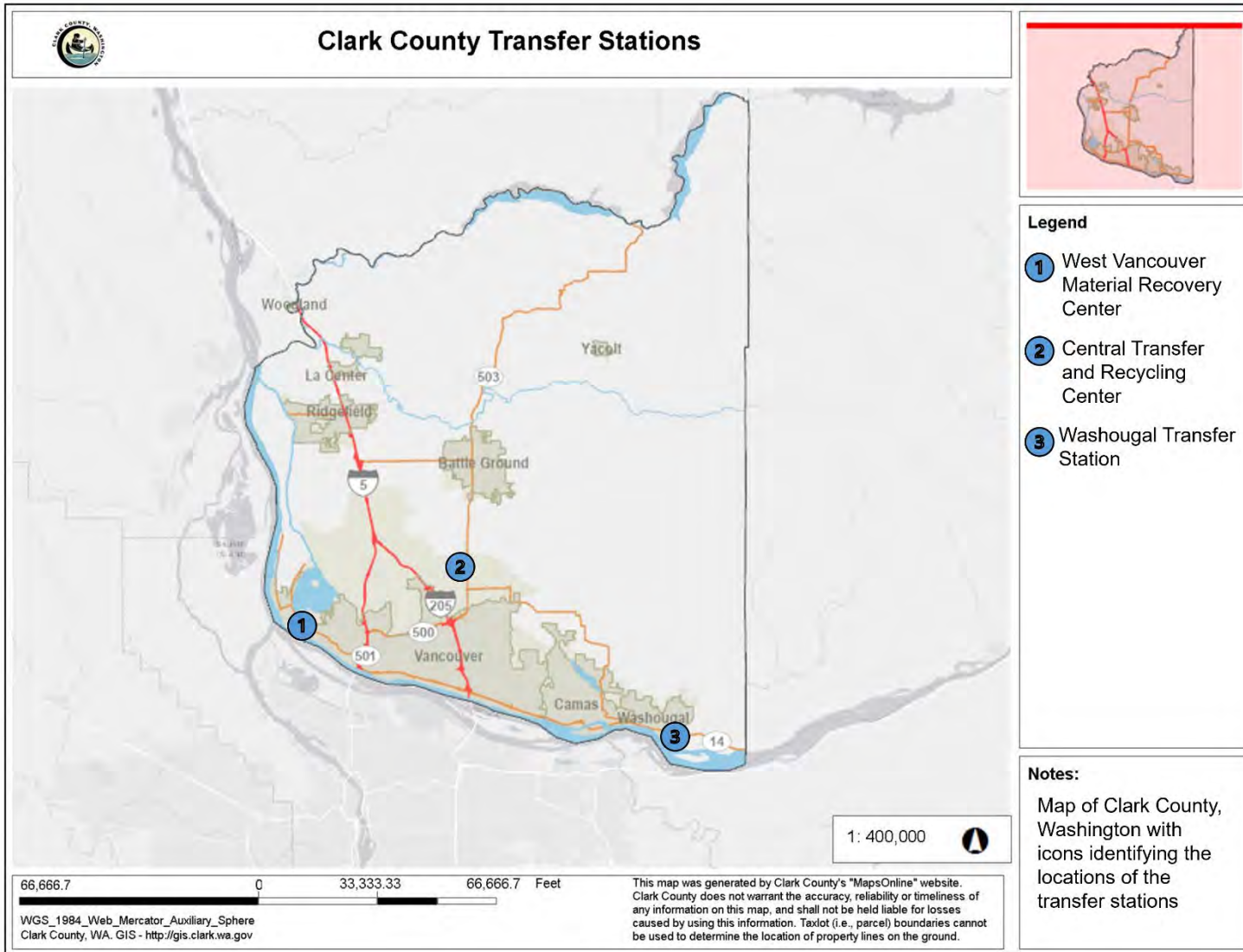


Figure A: A map of Clark County with the locations of the three transfer stations identified.

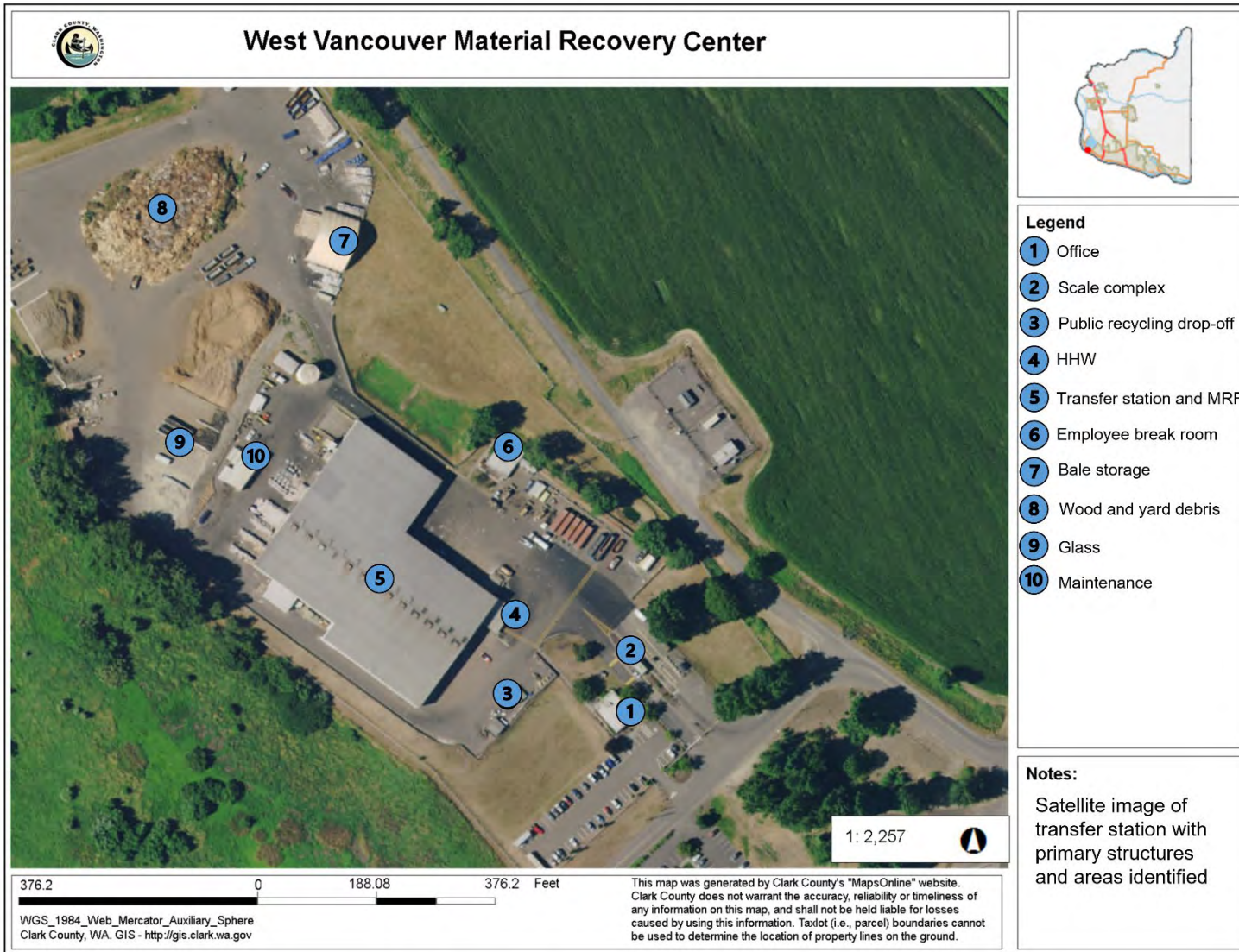


Figure B: A map of West Vancouver Material Recovery Center with icons identifying primary structures and material staging areas.

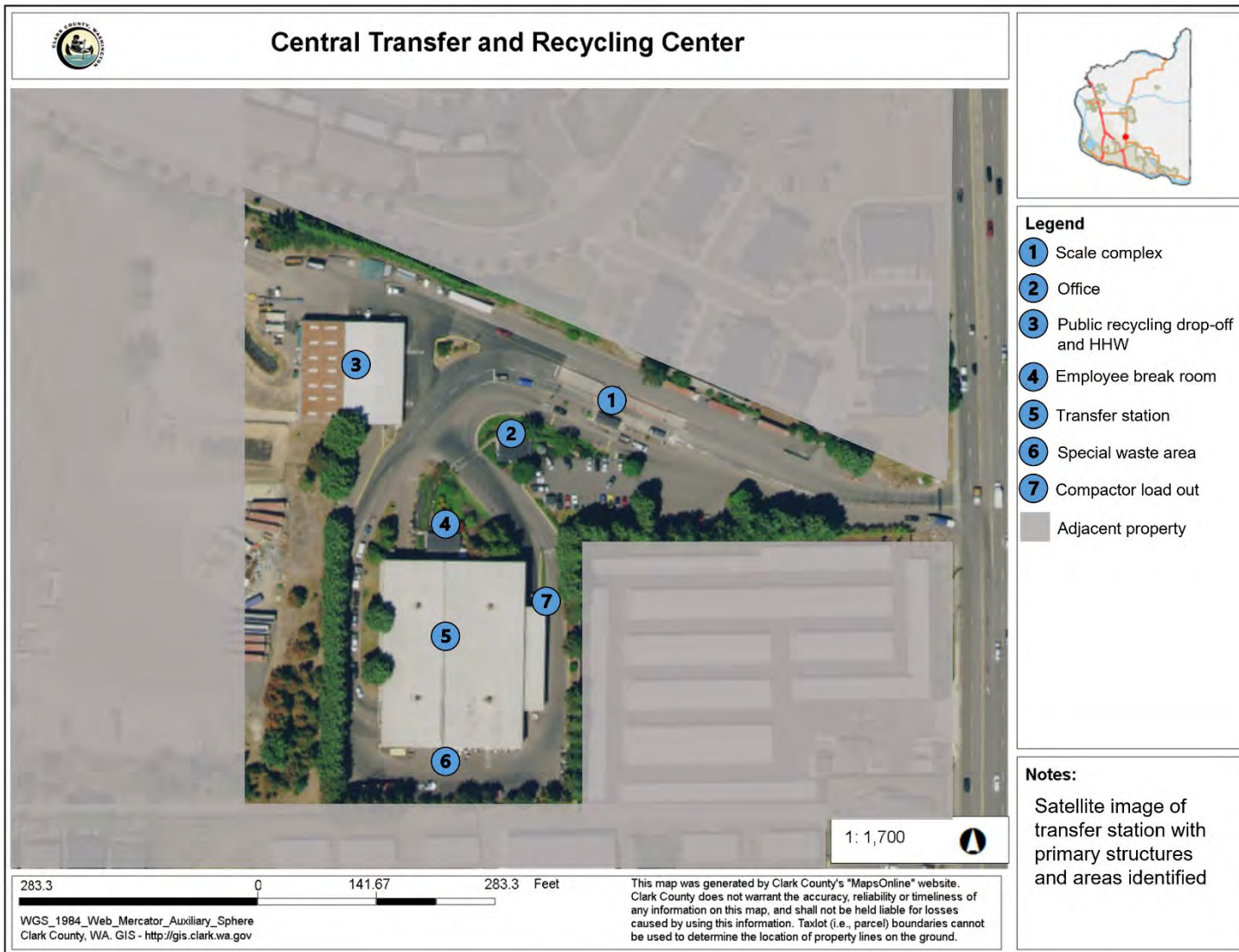


Figure C: A map of Central Transfer and Recycling Center with icons identifying primary structures and material staging areas.

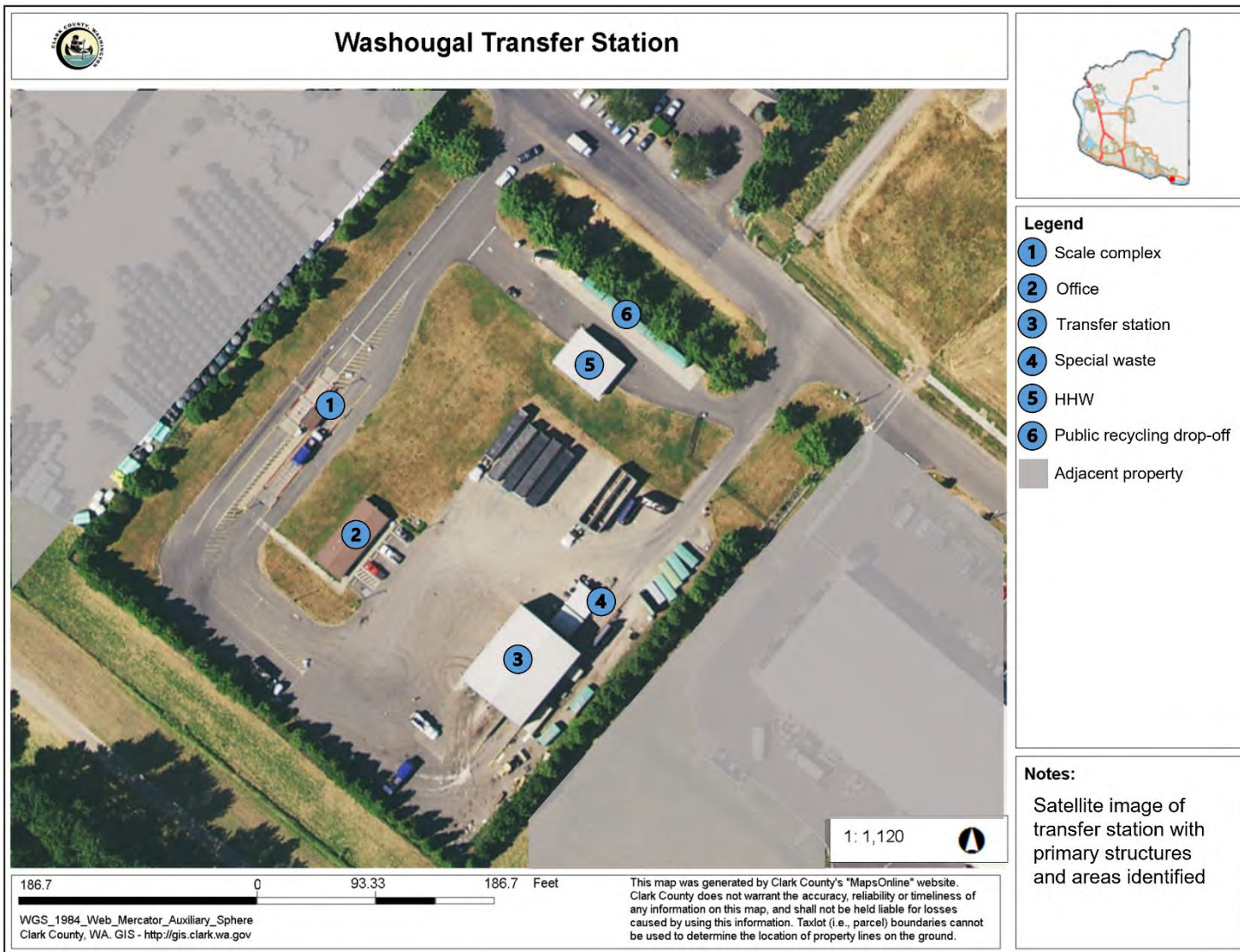


Figure D: A map of Washougal Transfer Station with icons identifying primary structures and material staging areas.

ATTACHMENT F: SAMPLE CONTRACT

PROFESSIONAL SERVICES

HDC.XXXX

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CONTRACTOR

Address, Address 2, City, State, Zip

Project: RFP Engineering Services at the Solid Waste Transfer Stations
 Service Description: Provide oversight, review, quality assurance, and quality control throughout Capital Improvement Program (CIP) implementation.
 Supplier Contract Number: SCN0000XXXX
 Contract Name: CCPH Transfer Stations Engineering Services HDC.XXXX
 Contract Period: April 1, 2025 - **End Date**
 Total Contract Amount: \$XX,000.00

County Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com
Contractor Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

By signing below, Clark County, hereinafter referred to as "County," and _____, hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR

CLARK COUNTY

Contractor Name, Title

Date

Kathleen Otto, County Manager

Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink
Deputy Prosecuting Attorney

Date

TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning START DATE and ending END DATE. County reserves the right to extend the contract _____ (X) number (X) year/month periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the schedule set forth in _____ (*example, "Exhibit B"*), which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed \$XX,000.00 without prior approval of the County and upon a written amendment to this Contract signed by both parties. This Contract is contingent upon funding being available for the term of the Contract and the Contractor shall have no right of action against the County in the event that the Contractor is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the County or lack of sufficient funding of the County for this Contract. Any work performed prior to effective date of this Contract will be at the sole expense and risk of the Contractor.
 - 3.1. The invoice shall include:
 - 3.1.1. Payee information, (Agency Name, Address, phone/email)
 - 3.1.2. Invoice date
 - 3.1.3. Period of services included on invoice
 - 3.1.4. Invoice number
 - 3.1.5. Supplier Contract Number: SCN0000XXXX
 - 3.1.6. Payor information:

Clark County Public Health
Attn: CHAP
PO BOX 9825
Vancouver, WA 98666
 - 3.2. Invoices shall be sent electronically to: CHAP@clark.wa.gov.
4. Price Adjustment. The Contractor is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.
5. Termination. The County may terminate this Contract immediately upon any breach by

Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination, the Contractor will provide all work products and working documents developed within the effective term of the contract.

6. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.
7. Indemnification/Hold Harmless. The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.
8. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
10. Contract Documents. The contract documents included in this contract include Exhibit A, Scope of Work, *Exhibit B, Budget Summary, and Exhibit C, Special Terms and Conditions*. If there is a

conflict between the provisions of these documents, the provisions of this Contract shall control.

11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
12. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties, and incorporated in the written amendments to the Contract.
13. Public Records Act. Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public to the Contractor, Contractor shall, within two business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.
14. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
15. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
16. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
17. Insurance.
 - 17.1. Commercial General Liability Insurance. The Contractor specifically confirms and warrants that it has commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason.

- 17.2. Professional Liability. *The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of its errors and omissions. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract term. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory as respect to the Contractor.*
- 17.3. Automobile. *If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all hired, owned, and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If vehicles are not used, Contractor shall, on letterhead, provide a letter to County stating the same.*
- 17.4. Primary and Non-Contributory. Contractor's insurance coverage shall be primary insurance as it relates to County, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
- 17.5. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 17.6. Worker's Compensation. *As required by the industrial insurance laws of the State of Washington.*
- 17.7. Proof of Insurance. The Contractor shall provide ACORD certificate(s) which includes the requirements listed above and shall assure that Clark County is listed as an additional insured. All policies must have a Best's Rating of A-VII or better. Failure to provide County proof of insurance within fifteen (15) days upon Contract execution is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.
18. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

19. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
20. Debarment or Exclusion. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.
21. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

STATEMENT OF WORK

1. Background/Purpose

2. Mandatory/Minimum Requirements

- 2.1. Requirement 1
- 2.2. Requirement 2
- 2.3. Requirement 3

3. Scope of Work

- 3.1. Description A
 - 3.1.1.
- 3.2. Description B
 - 3.2.1.
- 3.3. Description C
 - 3.3.1.

3.4. Deliverables

DELIVERABLE ITEM	DUE DATE

- 3.4.1. Deliverable requirements.

4. Milestone Payments

MILESTONES	PAYMENT

- 4.1. Milestone requirements.

**EXHIBIT B
BUDGET SUMMARY**

DESCRIPTION	AMOUNT

ANNUAL BREAKDOWN	TOTAL COST
TOTAL	\$

SAMPLE

EXHIBIT C
SPECIAL TERMS AND CONDITIONS

(if applicable)

1. Access, Monitoring, and Inspections. Applicable for contracts that impact public fees.
 - 1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.
 - 1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review, or audit by the County, federal, or state officials during the performance of a Contract with the County and during the period of document retention.
2. Fair Housing and Non-discrimination. Applicable for contracts that involve participant housing, including isolation and quarantine facilities.
 - 2.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
 - 2.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
3. Prevailing Wage. Applicable for public works contracts, such as janitorial, landscaping, maintenance, repairs, construction, etc.
 - 3.1. This Clark County Public Health contract requires prevailing wages under chapter 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.
 - 3.1.1. The effective date for prevailing wages on this project will be the prime contractor's bid due date with these exceptions:
 - 3.1.1.1. If the project is not awarded within six (6) months of the bid due date, the

award date is the effective date.

3.1.1.2. If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.

3.1.1.3. Janitorial contracts follow WAC 296-127-023.

3.2. For janitorial contracts, the rates require annual (contract year) updates with Intent and Affidavit filings.

3.3. Look up the prevailing rates of pay, benefit, and overtime codes from this link:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

3.4. For prevailing wage questions, contact the Dept. of Labor and Industries at PW1@Lni.wa.gov or 360-902-5335.

3.5. Required Prevailing Wage Documents:

3.5.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each firm covered under RCW 39.12 that provided Work and materials for the Contract:

3.5.1.1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” required by RCW 39.12.040. The County will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.

3.5.1.2. A copy of an approved “Affidavit of Prevailing Wages Paid”, required by RCW 39.12.040. The Contracting Agency will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms provided.

3.5.1.3. The contractors and subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.

3.5.1.4. The Contractor shall be responsible for any form filing fees required by L&I.

3.6. Prevailing Wage Unit-priced Contract.

3.6.1. Time. The contract term shall not exceed one (1) year. The county reserves the right to extend the contract for an additional one (1) year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

4. Federal Certifications and Assurances. Applicable for contracts (not subaward) that use \$0.01 or greater of federal funds 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II

4.1. Equal Employment Opportunity

4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

4.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4.1.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of

Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 4.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.1.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.1.8. The contractor will include the provisions of paragraphs (1.1) through (1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.2. Davis Bacon Act and Copeland Anti-Kickback Act

- 4.2.1. The Contractor shall pay their laborers and mechanics minimum wage rates not less than once a week in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)) as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than

those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.

- 4.2.2. In addition to the federal wage rate requirements referenced in the section above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.
- 4.2.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by uploading the following documents to the Washington Department of Labor and Industries web portal:
 - 4.2.3.1. A “Statement of Intent to Pay Prevailing Wage” at the start of the project.
 - 4.2.3.2. An “Affidavit of Wages Paid” at the end of the project with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.
- 4.2.4. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 4.2.5. The contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 4.2.6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4.3. Contract Work Hours and Safety Standards Act

- 4.3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 4.3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3.1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 4.3.3. Withholding for unpaid wages and liquidated damages. Clark County Public Health shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4.3.4. Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.
- 4.3.5. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4.4. Clean Air Act and the Federal Water Pollution Control Act

4.4.1. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

4.4.1.1. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.4.1.2. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.4.2. Federal Water Pollution Control Act

4.4.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.4.2.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.4.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.5. Debarment and Suspension

4.5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

4.5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.5.3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clark County Public Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.6. Byrd Anti-Lobbying Certification

4.6.1. Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.6.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4.6.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.7. Procurement of Recovered Materials

- 4.7.1. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4.7.2. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - 4.7.2.1. Competitively within a timeframe providing for compliance with the contract performance schedule
 - 4.7.2.2. Meeting contract performance requirements; or
 - 4.7.2.3. At a reasonable price.
- 4.7.3. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4.8. Access to Record

- 4.8.1. The contractor agrees to provide Clark County Public Health, any federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 4.8.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4.8.3. The contractor agrees to provide any federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.9. Federal Seal, Logo, and Flags

4.9.1. The contractor shall not use federal seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific pre-approval.

4.10. Compliance with Federal Law, Regulations, and Executive Orders

4.10.1. This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

4.11. No Obligation by Federal Government

4.11.1. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.12. Program Fraud and False or Fraudulent Statements or Related Acts

4.12.1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4.13. Rights to Inventions Made Under a Contract or Agreement

4.13.1. When applicable, the contractor must comply with 37 CFR Part 401 - RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS.

5. Federal Acquisition Regulation/E-Verify. Applicable for contracts that are \$25,000 or more.

5.1. Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this contract and shall verify employment eligibility using the E-Verify website throughout the term of this contract.

5.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this contract start date.

- 5.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any subcontractors assigned to perform work under this contract.
- 5.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.
6. Adequate COVID-19 Safety Protocols. Applicable for federally funded contracts that are over the simplified purchase acquisition threshold (\$250,000 or more).
 - 6.1. If applicable, Contractor shall, for the duration of the contract, comply with the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors and Guidance on COVID-19 Workplace Safety for Federal Contractors. This clause shall apply to any workplace locations, as specified by the Task Force Guidance, in which an individual is working on or in connection with a Federal Government contract or subcontract (at any tier).
7. County-Issued Equipment or Device. Applicable to contracts when the contractor will be receiving County-owned equipment or devices to complete the contracted work.
 - 7.1. Contractor agrees to take proper care of all equipment or devices issued by the County. Mobile computing, telecommunications, and storage devices include but are not limited to laptop computers, flash drives, external hard drives, cell phones, or any legacy, existing, or future technologies that may be used for mobile computing, telecommunications, or data storage. Upon contract termination or end date, Contractor will return all County property in proper working order within (3) three business days. Contractor agrees that mobile computing, telecommunications, and storage devices should only be used for conducting County business associated with the contract.
 - 7.2. Contractor is required to:
 - 7.2.1. Have a password in place on all devices that can be password-protected.
 - 7.2.2. Take reasonable precautions to protect County hardware, software, and information from theft, damage, and misuse. This includes but is not limited to ensuring that the equipment is securely stored whenever it is not in use; remaining in the possession of the devices as carry-on luggage when the employee is traveling by plane, train, or bus.
 - 7.2.3. Immediately report to County the loss or theft of mobile computing, telecommunications, and storage devices by contacting the Program Manager contact listed in this contract.

- 7.2.3.1. If the equipment has been stolen, report the theft to appropriate local law enforcement agencies and submit the report to the Program Manager listed above.
 - 7.2.4. Connect networkable devices to the County network at least once per month for inventory and maintenance purposes.
 - 7.2.5. Refrain from installing software applications without proper approval.
 - 7.2.6. Make the devices available to County IS, Telecommunications, or Program Manager upon request.
 - 7.3. Any time a networkable mobile computing device is absent from the network for one month, County will inform the Contractor that it has been identified as missing and needs to be produced for maintenance within three business days. After that time, if the computing device has not been presented, the following steps will be taken:
 - 7.3.1. County access, permissions, and privileges assigned to the device will be removed, or disabled.
 - 7.3.2. Contractor will be required to surrender all County devices within (3) three business days.
 - 7.4. Upon contract expiration or termination Contractor must surrender all County issued mobile computing, telecommunications, and storage devices for which they are responsible.
 - 7.5. Contractor will be held financially responsible for lost or damaged equipment or devices and accessories.
 - 7.6. Contractor's failure to return equipment or devices as required within (3) three business days will be considered theft and County may pursue any and all legal remedies.