

Resolution Attachment

REQUEST FOR PROPOSALS (RFP)
Skagit County Solid Waste Long Haul Transport and Disposal

Appendices

All appendices are attached and incorporated herein.

A – Current Long Haul Contract, including 2012 Amendment (Skagit County Contract # 001795 [with supplements dated January 16, 1996 & June 15, 1998], and A20120030)

B – Solid Waste System Interlocal Agreement and amendment (C20080306 & A20100124)

C – Contract Template

D – Map of Preferred Receiving Facility Area

E – Statement of Organization

F – Pricing Form

1. SCHEDULE (all estimates)

Public Announcement – December 22 & 29, 2022 (2 consecutive Thursdays)

Pre-proposal Conference – To be scheduled at mutually beneficial time

Questions Due – January 26, 2023 2 months after posting

Proposal Due – February 24, 2023 11 weeks after 1st pub date, no later than 4 pm PST

Begin Evaluation of Proposals – February 27, 2023

Begin Interviews – March 13, 2023 2 weeks after due date

Begin Contract Finalization Discussions – April 2023

End Contract Finalization Discussions – Spring 2023

Written Findings and Public Hearing on Proposed Selection – Spring 2023

Execute Contract – June 2023

2. SUBMITTAL INSTRUCTIONS

Sealed written proposals (including complete submission of qualifications and all other information and materials specified in this RFP) shall be submitted to the Clerk of the Board at the Skagit County Commissioners Office located at 1800 Continental Place, Mount Vernon, WA 98273, no later than 4:00 pm on February 24, 2023 (“Proposal Due Date”).

3. FIRM OFFER

Submitted Proposals shall remain firm and unaltered after the time of the Proposal Due Date for one hundred eighty (180) calendar days from such date. The County and Proposer may mutually agree to additionally extend the evaluation period during which the proposal shall remain firm and unaltered.

4. WITHDRAWAL OF PROPOSALS

Written requests to withdraw a proposal received by the County prior to the scheduled Proposal Due Date will be accepted and the Proposal will be returned unopened. No oral requests to withdraw a proposal will be allowed. Requests to withdraw a proposal must be addressed and labeled in the same manner as the proposal and marked as WITHDRAWAL of the proposal. If the Proposer wishes to modify and resubmit the Proposal, it must be submitted prior to the Proposal Due Date. Requests for withdrawal after the time of closing on the Proposal Due Date (final date for submission) may only be allowed at the County's sole discretion.

5. EXAMINATION OF RFP BY PROPOSERS

The information, documents, and data contained in this RFP are provided for informational purposes only, without any representations or warranties. Each Proposer is responsible for conducting its own due diligence, and shall make its own examination, investigation and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that Proposer shall make no claim against the County because of any of the estimates, statements or interpretations made by any officer or agent of the County that may prove to be inaccurate in any respect.

6. PROJECT OVERVIEW

Skagit County, Washington, Public Works Department, Solid Waste Division ("County") is soliciting proposals from qualified firms or individuals for solid waste transport and disposal services. It is the purpose of this RFP solicitation to secure long-term transport and disposal services for solid waste collected at the Skagit County Transfer and Recycling Station. The County is seeking proposals from experienced entities that are technical, financially, and legally qualified to provide the required services.

The County's current contract for solid waste receiving, transport, and disposal services expires on September 30, 2023. The 2012 amendment to the current contract granted the County the right to extend the current contract to such time. Appendix A contains a complete copy of the current long haul contract (as amended)

7. BACKGROUND

County Information: Skagit County is located on Puget Sound, between Whatcom County to the north and Snohomish County to the south. Covering 1,730 square miles, Skagit County's population is estimated at 129,523 people in 2020 (US Census).

Since the change from landfill/incineration to rail transport of solid waste, the County's population has increased by over 60%. The Skagit County Comprehensive Plan provides information including population growth, housing needs, and development projections. The Skagit County Comprehensive Plan is available at: https://www.skagitcounty.net/Departments/PlanningAndPermit/comp_toc.htm

Title 12, "Health, Welfare, and Sanitation", of the Skagit County Code governs solid waste management within Skagit County. In Skagit County Code 12.18, the County enacted a "flow control" regulation requiring all solid waste generated and collected within Skagit County to be disposed of through the Skagit County Solid Waste System.

Current Transport and Disposal Services: The Skagit County Solid Waste Management Plan (SWMP) describes the management of solid waste generated in the County. The SWMP is available at <https://www.skagitcounty.net/PublicWorksSolidWaste/Documents/SCSWMP%202018-2023.pdf>

The following cities and towns have signed the Interlocal Cooperative Agreement between Skagit

County and Cities and Towns in Skagit County For Solid Waste Management (C20080306), which is included in Appendix B. The Interlocal Agreement was amended (A20100124) in 2010 to extend the end date of the agreement to December 31, 2030 (also included at Appendix B). This amended interlocal agreement may be commonly referred to as the Skagit County Solid Waste System Governance Board (SWSGB) Interlocal Agreement, and this RFP and all proposals shall be subject to and shall comply with the terms of the SWSGB Interlocal Agreement.

- **Anacortes**
- **Burlington**
- **Concrete**
- **Hamilton**
- **La Conner**
- **Lyman**
- **Mount Vernon**
- **Sedro-Woolley**

Solid waste generated and collected in unincorporated areas of the County and from cities/towns is delivered to one of the County's transfer stations. The County operates two (2) transfer stations and one (1) compactor site. The three (3) County locations are:

- **Skagit County Recycling & Transfer Station:** 14104 Ovenell Road, Mount Vernon, WA
- **Sauk Recycling & Transfer Station:** 50796 State Route 20, Concrete, WA
- **Clear Lake Recycling & Compactor Site:** 23202 Howey Road, Clear Lake, WA

The County compacts and transports all solid waste accepted at the County's solid waste sites to main Transfer Station on Ovenell Road. Solid waste is further compacted and currently transported to the intermodal facility on Ball Road. The County delivered approximately 125,338 tons of solid waste to the intermodal facility in calendar year 2021 from the transfer station. Table 1 summarizes the monthly quantity of solid waste by County transfer stations for 2019 through 2021.

Table 1. 2019-2021 Solid Waste Tonnage at Skagit County Recycling & Transfer Station

Month	2019	2020	2021
January	9,492	9,262	9,904
February	7,353	9,953	8,548
March	9,359	9,787	11,139
April	9,957	9,723	10,868
May	10,380	10,170	10,359
June	10,218	10,709	10,826
July	10,792	11,480	11,124
August	10,915	11,063	11,535
September	10,318	11,047	11,078
October	10,604	10,816	10,277
November	9,029	9,575	10,454
December	8,786	10,036	9,226
Total	117,203	123,620	125,338

In addition to solid waste, other types of materials are brought to the intermodal facility (IMF) by County staff or by local contractors. Table 2 presents the tonnages of these materials for 2019, 2020, and 2021.

Table 2. 2019-2021 Tonnage delivered to IMF by Material

Calendar Year	MSW Tonnage*	RRW/CDL Tonnage**	Vactor/Steet Sweepings Tonnage***	Number of Loads	Total Solid Waste
2019	117,203	5,312	1,533	3,802	124,048
2020	123,620	6,103	1,559	4,026	131,282
2021	125,338	7,222	1,312	4,089	133,872

*MSW is waste from County transfer stations and compactor sites.

**RRW is “residual recycling waste/construction demolition debris” brought directly to the IMF by local businesses.

***Vactor/Street Sweepings is material collected from the County vactor facilities, delivered to the IMF by County staff, and transported to the current disposal landfill for use as alternative daily cover (ADC).

8. SCOPE OF SERVICES

The successful Proposer will be required to receive, transport, and dispose of all solid waste generated and collected in the County in accordance with the service Contract (Contract) substantially in the form of the service Contract Template attached hereto as Appendix C. Key terms used in this section are also defined and are more particularly described in the Contract Template, although the terms of the Contract Template shall prevail in the event of any inconsistency. The Contract will be subject to prevailing wage requirements in accordance with applicable law, including RCW 39.58.090(8) and RCW 39.12. The following is an overview of the scope of services:

A. Delivery of Acceptable Waste: The County requires that all Acceptable Waste generated in the County is directed to the County System (per SCC 12.18.). The County agrees to use reasonable efforts to enter into, maintain, and enforce interlocal agreements with local governments in the County granting the County the right to designate the Disposal Site for Acceptable Waste generated within the jurisdiction of such local governments.

B. Receiving Services: The successful Proposer will be required to utilize the Receiving Facility(s) identified in the Contract throughout the term of the Contract unless an alternative Receiving Facility is approved in writing by the County Representative. The successful Proposer will be required to provide priority access at the Receiving Facility for County vehicles. In addition, the successful Proposer is required to operate the Receiving Facility to maintain a daily average vehicle turnaround time for County vehicles of less than fifteen (15) minutes from initial entrance to exit. The Receiving Facility may also be used for non-County materials, as long as such use does not interfere with the use of the Receiving Facility by the County in accordance with the terms of the Contract.

C. Transport Services: In addition to receiving services, the successful Proposer will be required to transport all Loaded Containers accepted at the Receiving Facility to the Disposal Site and return empty Containers from Disposal Site to the Receiving Facility.

D. Disposal Services: For disposal services, the successful Proposer will be required to utilize the Disposal Site identified in the Contract throughout the term of the Contract unless an alternative Disposal Site is approved in writing by the County Representative. The Disposal Site must be in compliance with WAC 173-351-300 Design Criteria (2)(a) or CFR Title 40, Subpart D, Section 258.40 Design Criteria, (2)(b) and compliant with all applicable Federal, State, and Local laws, regulations, and rules.

E. Alternative Operations Plan: If the successful Proposer is unable to utilize any Facility proposed, the successful Proposer will be solely responsible for procuring the alternative Facility and any and all increases in costs, including, but not limited to, transportation costs, disposal costs, and County capital and operational costs, associated with the alternative Facility.

F. Capacity: The successful Proposer will be solely responsible for providing sufficient capacity to receive, transport, and dispose of Waste in accordance with this Contract.

G. Inspection of Loaded Containers and Unacceptable Waste: The successful Proposer may inspect the contents of a Loaded Container. If the successful Proposer discovers Unacceptable Waste in a Loaded Container, the successful Proposer shall comply with the procedures set forth in the Contract.

H. Average County Compacted Container Weight: Prior to delivery to the Receiving Facility, the County will compact the Acceptable Waste, excluding Residual Recycling Waste/ Construction, Demolition and Land-clearing Waste and Street Sweepings/Vactor Grit and other Solid Waste as

determined by the County, that is accepted at the County Transfer Stations. The County guarantees an annual average County Compacted Container weight of at least twenty-six (26) tons per County Compacted Container. Twenty-six tons is the minimum container weight, and Containers under this weight will be charged for twenty-six (26) tons.

I. **Provision of Equipment:** Excluding equipment explicitly stated in the Contract to be provided by the County, the successful Proposer, at its sole cost and expense, agrees to furnish all equipment necessary to provide the services in accordance with the Contract. The successful Proposer will provide sufficient Containers, Chassis, and Trailers to provide services in accordance with the Contract which shall not in any event be provided by the Proposer in quantities less than those specified in the Contract.

J. **Appearance, Operation, and Maintenance of Equipment:** The successful Proposer shall adhere to the requirements for appearance, operation and maintenance of equipment set forth in the Contract.

K. **Hours of Operation:** The Contract sets forth minimum hours of operation for the Receiving Facility. The Contractor shall, upon request of the County Representative and without notice, extend the hours of operation due to the need for emergency response support as determined by the County.

L. **Record Keeping and Reporting:** The successful Proposer will be required to keep accurate records of all transactions connected with this Contract including, but not limited to, all correspondence and invoices, transaction tickets or receipts issued at a Contractor Receiving Facility or a Disposal Site. All such records may be subject to public disclosure pursuant to applicable law, including RCW 42.56.

M. **Fees, Credit for County Compacted Container Weight and Fee Adjustments:** For each Loaded Container delivered by the County and other Customers and accepted by the successful Proposer at the Receiving Facility, transported to and disposed of at the Disposal Site, the County will pay the successful Proposer a Receiving Services and Transport Services Fee and a Disposal Services Fee as specified in the Contract. For each Loaded Container delivered by the County or other Customer directly to the Disposal Site and disposed at the Disposal Site, the County will pay the successful Proposer a Disposal Services Fee only.

The Proposer shall propose a separate Receiving Services and Transport Services Fee for months in which the average weight per Compacted Container exceeds twenty-seven and one half (27.5) tons.

9. CONTRACT TERM

The initial term of the Contract shall commence on **October 1, 2023** and shall expire on September 30, 2033, subject to the termination provisions and other terms of the Contract. The County shall have the option to renew the Contract for up to two (2) additional renewal terms of ten (10) years, upon mutual agreement with the Proposer, in accordance with the substantial form of the Contract terms as provided at Appendix C.

10. EVALUATION CRITERIA

Proposals will be scored according to the criteria indicated in Table 3 below.

Table 3. Evaluation Criteria

Evaluation Criteria	Evaluation Factors	Criteria (Rating Percentage)
Criteria 1: Letter of Intent and Method of Approach	<ul style="list-style-type: none"> - Letter of Intent/ Proposer's understanding of project - Operations plan <ul style="list-style-type: none"> • Receiving Facility • Disposal Site • Transport plan • Alternate plan • Equipment plan • Authorization to Operate • Safety policies and procedures and safety record • Key personnel and staffing plan • Proposer representative and communications plan • Environmental protection plan - Transition plan - Emergency response plan 	<p>Thirty percent (30%)</p> <p>(Unacceptable, acceptable, good, better, or best).</p>
Criteria 2: Sustainability	<ul style="list-style-type: none"> - Transport Mode/Distance - Landfill Gas/Energy Recovery 	<p>Five percent (5%)</p> <p>(Unacceptable, acceptable, good, better, or best).</p>
Criteria 3: Similar Service Experience/ Technical Expertise/ References/ Community Involvement/ Financial Stability	<ul style="list-style-type: none"> - Service experience - Performance history for similar services - Breach of contract resolution - References for similar services - Community involvement - Compliance history - Litigation history - Claims history and regulatory compliance - Audited financial statements - Certificate of insurability - Proof of ability to acquire Performance Bond - Bankruptcy history 	<p>Fifteen percent (15%)</p> <p>(Unacceptable, acceptable, good, better, or best).</p>
Criteria 4: Pricing and County Operations Financial Impact	<ul style="list-style-type: none"> - Fees to be paid by County - Revenues to be paid to County - Estimated financial impact to County operations 	<p>Fifty percent (50%)</p>
Criteria 5: Ability to Contract with Proposer	<ul style="list-style-type: none"> - Acceptance of Contract Template terms. 	<p>Pass or Fail</p> <p>(Acceptable or unacceptable).</p>

Evaluation Criteria	Evaluation Factors	Criteria (Rating Percentage)
Total Percentage		100

11. PROPOSAL EVALUATION

The selection criteria may include, but are not limited to: the Proposer’s prior experience; management capability; schedule availability; financial resources and stability; cost of services, nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided per this RFP. Proposals will be evaluated based on the process described in the Revised Code of Washington (RCW) 36.58.090, including the following steps:

- A. The County will complete an initial proposal review to determine completeness and responsiveness of all proposals received. The County will then interview each proposer whose proposal the County finds to be complete and responsive. In the event the County determines that a proposal is not complete or not responsive the County may at its sole discretion eliminate the proposal from further consideration.
- B. The County will evaluate proposals found to be complete and responsive using the criteria set forth in this RFP. If deemed necessary, prior to ranking the proposals, the County may request written and/or oral clarifications of the proposals (and/or more detailed proposal information), conduct site visits to the proposed Receiving Facility and Disposal Site, and/or conduct other investigations to confirm the information provided in the proposals. Criteria ranking percentages are based upon “Unacceptable, Acceptable, Good, Better, or Best” determinations made by applicable County staff, at the County’s sole judgment and discretion.
- C. All information and elements of the submitted proposals may be topics for discussion during interviews. Interviews are intended to enhance the County’s understanding of written proposals and will not be separately scored.
- D. After the County has determined that the initial interview process has been completed, the County may then proceed with discussions with a Proposer recommended to the Board of County Commissioners. Such discussions shall include any necessary minor negotiation of final Contract terms, although such final contract terms shall be consistent with the terms of the substantial form of the Contract Template, and shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. In the event negotiations with the Proposer are not successful, the County may terminate the process and initiate negotiations with the next recommended preferred Proposer. This process may be repeated with other Proposers until an agreement is reached.
- E. Prior to entering into the Contract with a recommended preferred Proposer (vendor), the Skagit County Board of Commissioners (Board) shall make written findings after holding a public hearing as required per RCW 36.58.090(6).

The Skagit County Board of Commissioners (Board) hereby designates the Skagit County Public Works Director (or their designee), in consultation with the Skagit County Prosecuting Attorney’s Office, to be the Board’s representative for purposes proposal evaluation and recommendation.

12. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be concise and address the required content requested in this section. Proposals are requested to be in 11 point font or greater and printed on 8.5" x 11" paper with no less than ½" margins. For page limitations specified herein, one side of a piece of paper constitutes one page.

All required signatures shall be made by an authorized representative of the Proposer who has legal authority to bind the Proposer to contractual obligations. Proposals by corporations must be executed in the corporate name by the President or Vice President (or other documented duly authorized corporate representative). The corporate address and state of incorporation shall be shown below the signature. Erasures, interlineations or other modifications in the submitted proposal shall be initialed and dated by the person authorized to sign the proposal.

The proposals shall be divided into sections, subsections, and appendices as shown in Table 4.

Table 4. Proposal Format

Section	Section Title	Forms
A.	Letter of Intent and Transmittal Page	2
B.	Method of Approach	
C.	Sustainability	
D.	Similar Service Experience/Technical Expertise/References/Community Involvement/Financial Stability	
E.	Pricing and County Operations Financial Impact	2
F.	Acceptance of Contract terms	

Proposals shall include, at a minimum, the following:

A. Letter of Intent and Statement of Organization:

1. **Letter of Intent:** Recommended length two (2) pages. The letter of intent must be signed in accordance with the signature requirements stated above. The letter of intent should at a minimum include the following information:
 - i. The Proposer's understanding of the work, including a brief overview of the Proposer's method of approach.
 - ii. Statement that the proposal is a firm offer valid for one hundred eighty (180) days from the Proposal due date.
 - iii. Statement that the Proposer acknowledges all addenda.
 - iv. Statement that the Proposer acknowledges and agrees to be willing and ready to commence services on the Commencement Date as described in Section IV above.
2. **Statement of Organization:** Proposer must complete and submit Statement of Organization (Appendix E). All subcontractors must be identified in Statement of Organization.

B. Method of Approach: Recommended length (50) pages, excluding the following that shall be included in a proposal appendix: facility drawings, equipment photos, manufacturer equipment drawings and literature, information relevant to authorization to operate, and key personnel resumes.

1. Operations Plan:

i. **Receiving Facility:**

- **General Information:** Name, owners, operators, and description of the Receiving Facility.
- **Location:** Location(s) of the Receiving Facility(s) and description of roadway access to the Receiving Facility location(s) and environmental impacts of locating the Receiving Facility at the proposed location(s). The County strongly prefers the Receiving Facility to be located within the boundaries of Skagit County. The County prefers for the Receiving Facility to be located within the area shown on the map included in Appendix D. Proposed Receiving Facility locations that are outside this preferred area will be evaluated by the County under the method of approach (Evaluation Criteria 1), and for the financial impact to the County (Evaluation Criteria 3).
- **General Arrangement Drawings:** Drawings of the Receiving Facility including the full extent and nature of all buildings and structures, pavement, rail lines, and other features within the property boundaries.
- **Acquisition/Construction/Renovation Plan:** Description of the timeline, key milestones, and other requirements to acquire, construct, and/or renovate proposed Receiving Facility.
- **Capacity:** Description of the total daily capacity and available daily capacity of the Receiving Facility. Capacities shall be stated in tons per day and number of containers per day. Evidence supporting the stated total and available daily capacities of the Receiving Facility.
- **Gate House Procedures:** Description of gate house procedures at the Receiving Facility that will assure accurate daily record keeping of arrival and departure times and turnaround times for all County vehicles. In addition, description of record sharing with the County (in compliance with applicable law, including RCW 42.56).
- **Priority Access and Truck Turnaround Time:** Specify the number of County vehicles to be provided priority access at any one time and the expected maximum vehicle turnaround time for County vehicles at the Receiving Facility. Proposers shall meet the priority access and vehicle turnaround time requirements set forth in the Contract in Appendix C.

ii. **Disposal Site:**

- **General Information:** Name, owners, operators, and description of the Disposal Site.
- **Location:** Location of the proposed Disposal Site.
- **General Arrangement Drawings:** Show full extent of all facilities, details of bottom liner and permanent closure construction plans, location and details of groundwater and landfill monitoring system, pavement, rail lines, and other features within the property boundaries. Include details of permitted and expected future permitted landfill footprint.
- **Landfill Gas Management Plan:** Provide description of the facilities and systems employed for capturing and managing landfill gas generated at the Disposal Site. Include system performance information, including capture rates, percent methane in the landfill gas, gas uses and other explanation to describe the functioning of the landfill gas management system. This information will be used by the County for assessing the sustainability evaluation criteria points.

- **Landfill Groundwater Monitoring Plan:** Provide detailed description of the current groundwater monitoring network. Include drawings and system performance information.
 - **Acquisition/Construction/Renovation Plan:** Description of the timeline, key milestones, and other requirements to acquire, construct, and/or renovate the proposed Disposal Site.
 - **Capacity:** Description of the total daily capacity, available daily capacity, and remaining capacity of Disposal Site through the initial Term of the Contract (September 20, 2033). Total daily capacity means the average current capacity of the Disposal Site on a weekday. For example, “the Disposal Site has the capacity to dispose of X tons per weekday”. Available daily capacity means the total daily capacity less the average capacity that is utilized by other customers. Available daily capacity is capacity that can be used to serve the County. Remaining capacity means the capacity currently available prior to closure of the Disposal Site. Total daily capacity and available daily capacity shall be stated in tons per day. Provide evidence supporting the available daily capacity and remaining capacity of the Disposal Site.
 - **Gate House Procedures:** Description of gate house procedures at Disposal Site including daily gate house record keeping and record sharing with the County (in compliance with applicable law, including RCW 42.56).
- iii. **Transport Plan:** Description of transport services including:
- **General Information:** Overview of transport services approach. In addition, name(s) of owner of firm or firms providing transport services.
 - **Teaming Experience of Proposer and Transport Service Firm(s):** Description of current and prior projects for which Proposer has teamed with firm providing transport services. Provide evidence of the transport services firms’ commitments to fulfill their role in the services for the term of the Contract including any and all renewal terms.
 - **Transport Distances:** Provide distances, measured to the nearest mile, for each leg of the transport route that will be employed, and include a description of the mode of transportation used for each leg of the route. This information will be used by the County for assessing the sustainability evaluation criteria points.
- iv. **Alternate Operations Plan:** Description of procedures and facilities Proposer will use to address short term (five [5] days or less) and long term (greater than five [5] days) difficulties and/or inability to provide services using Proposer’s procedures and proposed Facilities. Identify an alternative Receiving Facility, alternative transport services, and alternative Disposal Site.
- v. **Equipment Plan:** Proposer shall meet the equipment requirements as set forth in the draft Contract Template in Appendix C. The equipment description must include the make, model, and age of each proposed type of equipment. Equipment photos and manufacturers’ drawings and literature should be included in an Appendix. Proposer shall describe the following:
- All equipment that will be employed at the Receiving Facility.
 - Primary mobile-portable equipment used for waste transportation, including but not limited to closed and open top containers, chassis, and trailers.

- Excluding equipment at the Disposal Site, the total number of equipment units including spare units that will be available to perform each service under the Contract.
 - Excluding equipment at the Disposal Site, any equipment to be acquired in the future, and a timeline for acquisition of such new equipment.
 - Excluding equipment at the Disposal Site, preventive and unscheduled maintenance program for all Proposer-furnished equipment used to perform services under the Contract, including the proposed frequency of cleaning waste containers. Identify parties who will be responsible for maintenance and cleaning of the equipment.
- vi. **Authorization to Operate:** For existing facilities, copies of all current facility operating permits, financial assurances, and the past five (5) years of health district or other public oversight inspection reports for the Receiving Facility and Disposal Site. Provide the last two annual landfill monitoring reports for the proposed Disposal Site.
- vii. **Safety Policies and Procedures and Safety Record:** Description of safety policies and procedures that will be in effect at the Receiving Facility and the Disposal Site to ensure the safety of Proposer's personnel, County staff, and other third parties. Provide the Proposer's documented safety record over the past five (5) years for its operations in Washington, Oregon and Idaho, including a summary of all accidents that involved injury, death, property damage and/or lost work time.
- viii. **Key Personnel and Staffing Plan:** Proposer shall describe the following:
- Proposed staffing levels by function/labor classification within each element of the services (i.e., at the Receiving Facility, at the Disposal Site, and in the transport element but not including the rail leg if used).
 - Key members of the Proposer's team including job descriptions, resumes, references, and their proposed role and responsibilities for each team member.
 - Subcontractors that are proposed to perform any portion of the work and their respective roles.
 - Labor management/relations provisions of existing agreements to which the Proposer or a relevant subcontractor are parties and the Proposer's plan for dealing with any labor disruptions that could impact operations and services.
 - Compliance with payment of prevailing wages. The Contract will be subject to prevailing wage requirements in accordance with applicable law, including RCW 39.58.090(8) and RCW 39.12.
- ix. **Proposer Representative and Communications Plan:** Identification of Proposer representative(s) who will be responsible for Contract matters and for day-to-day operations. Description of communications plan between Proposer and County including expected frequency of in-person coordination meetings and other forms of regular communications.
- x. **Environmental Protection Plan:** Provide a description of all measures that will be taken to prevent, minimize and/or respond to spills, releases, and/or environmental damage that could occur as a result of the Proposer's services at the Receiving Facility, during waste transport and at the Disposal Site. Environmental damage includes, but is not limited to, spills of solid waste or leachate, or oil spills from equipment.

2. **Transition Plan:** Description of strategies to ensure a smooth transition from the current service provider to the successful Proposer. Proposer shall describe the following:
 - i. Individual who will oversee the execution of the transition plan.
 - ii. Proposed approach, including equipment acquisition, and personnel hiring, assignment and training.
 - iii. Schedule for the transition period that identifies all key transition activities.

3. **Emergency Response Plan:** Description of Proposer’s strategies to ensure proper management of materials due to unplanned or unexpected increased quantities of material. This should include a discussion of how the Proposer would extend hours of operations when necessary to cope with emergency conditions within the County. Such emergency conditions could arise due to natural disasters such as floods, seismic events, severe storms, pandemic, conflagrations or large explosion events.

4. **Sustainability:** Description of Proposer’s national and local sustainability initiatives and practices including any documented results of these initiatives and practices over the past five (5) years.

5. **Comments Regarding Contract Template:** List all proposed questions or comments regarding the Contract Template terms at Attachment E. Although the final Contract terms must be consistent with the terms of the Contract Template, proposers may provide a summary discussion, questions, and/or comments regarding the Contract Template terms for consideration by the County. The Contract Template shall include indemnification, insurance, and bonding terms as required by the County

C. **Sustainability:** Recommended length two (2) pages.

1. Sustainability shall be ranked in the following way (based upon Low, Medium, High, and Highest determinations made by applicable County staff, at the County’s sole judgment and discretion):

Category	Evaluation Factor	Factor Range	Ranking
Transport Mode/Distance			
	Truck	> 200 miles R/T	Low
	Truck	50-200miles R/T	Medium
	Train	> 300miles One Way	High
	Train	< 300miles One Way	Highest
		Total	
Energy Recovery			
	Recovery of	Beginning with start of	High

	energy from landfill gas	service	
	Recovery of energy from landfill gas	Beginning 5 years after start of service	Medium
	No energy recovery from landfill gas	During Contract term	Low
		Ranking Determination	

[1] Transport Mode/Distance refers to the primary means of transport between the Receiving Facility and the Disposal Site and excludes short haul transport at either end of the primary transport leg.

D. Similar Service Experience / Technical Expertise / References / Community Involvement / Financial Stability: Recommended length fifty (50) pages.

1. Service Experience:

- i. Identify the number of years the Proposer has been in business, and any previous or additional names under which the Proposer has conducted or is conducting business.
- ii. Identify the number of years of Proposer's experience providing solid waste transport and disposal services including a description of those services, and the names of the businesses under which the services were provided.
- iii. Identify the agencies and parties for whom those services have been provided.

2. Performance History for Similar Services: Identify any solid waste long haul transport and disposal services contract providing services in the Pacific Northwest (i.e., Washington, Oregon, Idaho) during the past five (5) years to which the Proposer was a party and for which the Proposer's services under the contract ended prior to the contract expiration date due to assignment of the contract to another vendor, mutual agreement with the customer to discontinue Proposer's services, or any other reason. Provide a brief explanation of the reason(s) for the termination.

3. Breach of Contract Resolution: Identify any solid waste long haul transport and disposal services contract in the past five (5) years for which a breach of contract claim was made against Proposer and/or its subcontractor(s). Describe the nature of the claim of breach and the measures taken to resolve the claim.

4. References for Similar Services: Provide four (4) customer references, for which Proposer has provided similar solid waste transport and disposal services within the last ten (10) years. Briefly describe each service contract including annual tons of waste managed and nature of the service provided. For each reference service contract provide a current customer contact name, email address and phone number. Referenced service contracts should demonstrate experience transporting large quantities of solid waste long distances and disposing of such materials. For the listed reference service contracts, describe those instances, if any, where the customer claimed that the Proposer was in breach of any requirement(s) of the contract and describe how the claim of breach was resolved.

5. Community Involvement: Provide a description of any community involvement activities by Proposer including development and/or expansion of solid waste management programs, and a description of awards/recognitions received associated with contracts discussed in Section D.4. Recommended length four (4) pages.

6. Compliance History:

- i. Identify any formal enforcement actions commenced by state or federal agencies within the past five (5) years for violations relating to Proposer's or Proposer's affiliates' operations for waste receiving, transport, and disposal in Washington or any other state where Proposer proposes to provide waste receiving, transport or disposal services under the contract.
- ii. Identify all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's proposed subcontractor(s), Proposer's parent company and/or any of the parent company's subsidiaries as a result of the enforcement actions identified in (i.) above.

7. **Litigation History:** Description of any litigation with a federal, local, or state government entity or agency in the past five (5) years. Include the name of the entity, type of services provided, date of litigation, description of claim, and resolution of litigation.

8. **Audited Financial Statements:** Audited financial statements for years 2019, 2020, and 2021.

9. **Certificate of Insurability.** Statement that the Proposer agrees to comply with the insurance requirements set forth in the draft Contract in Appendix C.

10. **Proof of Ability to Acquire Performance Bond:** Proof that the Proposer agrees to and is capable of complying with the performance bond requirements set forth in the draft Contract in Appendix C.

11. **Bankruptcy History:** Identification whether Proposer and/or any applicable parent, subsidiary, and/or affiliate company has ever been declared insolvent, filed for bankruptcy, or consented to or acquiesced in the appointment of a receiver or trustee for management of its assets or business.

E. **Pricing and County Operations Financial Impact:** Proposer must complete Pricing Form (Appendix F).

1. The lowest total cost proposal will receive significant consideration and potentially higher evaluation based on this criterion. Proposals that are not the lowest cost may be considered based on a percentage of the lowest cost proposal.

13. RFP QUESTIONS/CLARIFICATIONS

Questions shall be submitted to the Solid Waste Division Manager by email to: margog@co.skagit.wa.us, no later than 4:00 pm, Friday, February 24, 2023.

A. Oral questions will not be accepted or answered. Questions must be in written form, by letter or email. An addendum to this RFP will be issued by the Solid Waste Division as a result of the questions generated under this competitive solicitation to all plan holders.

B. A Silent Period established between the time the County publishes notice of the RFP and the time that the County recommends award of the RFP (prior to the public hearing on the proposed Contract). The Silent Period includes the issuance, submittal receipt, and evaluation of the RFP. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any County employee, official, or representative regarding this RFP during the Silent Period other than the County's designated representative (the Skagit County Solid Waste Division Manager, or her designee). Failure to observe to the Silent Period may disqualify the proposer and/or delay or void the RFP.

14. ADDENDA

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written addendum to the RFP. Proposer must register for this RFP to be notified

of any addenda and/or new documents on this RFP. It is the Proposer's responsibility register for notification and to otherwise check for addenda and other new documents on-line.

15. INSURANCE REQUIREMENTS, PERFORMANCE BOND, AND INDEMNIFICATION

See terms included per the Contract Template at Appendix C.

16. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Skagit County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation (RFP), I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

17. PUBLIC RECORDS

Submittals received by Skagit County in response to this RFP solicitation become public records upon receipt and are subject to public disclosure pursuant to Chapter 42.56 RCW, the Public Records Act. Unless privileged, or otherwise exempt from public disclosure pursuant to applicable law, the County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party in connection with performance of this Agreement. The Proposer recognizes and agrees that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). The Proposer should clearly identify and label in its proposal any specific information that it believes to be exempt from public disclosure, with an explanation as to what specific exemption(s) it believes to apply. If Skagit County receives a Public Records Act request for such information so marked in the Proposer's submitted proposal, and the County determines that it may need to produce that information in response to the Public Records Act request, the County's sole obligation to the Proposer shall be to reasonably attempt to notify the Proposer: (1) of the request, and (2) of the date that such information will be released to the requester, unless the Proposer obtains a court order to enjoin that disclosure (at the Proposer's sole cost and expense). If the Proposer fails to timely obtain a court order enjoining disclosure, Skagit County will release the requested information on the date specified. While the County may take such above-described reasonable steps to attempt to prevent the disclosure of such documents and information, the County cannot and does not represent and/or guarantee that any specific drawings, documents, data, plans, materials and/or information will not be released, even if the release of such drawings, documents, data, materials, plans, and/or information may be (or may arguably be) exempt or otherwise preventable by law. The Proposer expressly waives any and all claims against the County for any harm, liability, costs, and/or damages (direct and/or consequential) incurred by Proposer arising from and/or directly or indirectly related to the release of any and all drawings, plans, documents, data, materials, and/or information provided by Proposer.

AGREEMENT
BETWEEN
REGIONAL DISPOSAL COMPANY
AND
SKAGIT COUNTY, WASHINGTON
REGARDING SOLID WASTE
TRANSPORTATION AND DISPOSAL SERVICES

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CONTRACT TERMS

CONTRACT

This Contract is made and entered into by and between Skagit County, Washington (the "County") and Regional Disposal Company, a Washington general partnership (the "Contractor").

R E C I T A L S

A. Pursuant to RCW 36.58.090, the County has selected Contractor to own, provide, and operate Vehicles and Disposal Sites to accept Acceptable Waste and to Transport and to Dispose of that Acceptable Waste for the County.

B. The selection of the Contractor was made and approved by the County Board of Commissioners on October 4, 1993.

C. The Contractor's authorization to enter into this Contract is evidenced by resolutions of the Contractor duly adopted by the joint venture partners of the Contractor, a copy of which is set forth as Exhibit A to this Contract.

ARTICLE 1

Definitions

For the purposes of this Contract and the Contract Documents, the following terms shall have the following meanings:

1.1 Acceptable Waste means all putrescible and nonputrescible waste including but not limited to garbage, rubbish, refuse, paper and cardboard; plant and grass clippings and leaves; Ash; commercial, industrial, demolition and construction wastes; wood waste; discarded or abandoned vehicles or parts thereof; septage screenings; discarded home and industrial appliances; manure, vegetable or animal solids and semisolid wastes and dead animals; Household Hazardous Waste; and Medical Waste. The term includes other materials and substances that may in the future be included in the definition of "solid waste," or any successor term, in Chapter 70.95 RCW and regulations promulgated thereunder, but the term does not include asbestos or Unacceptable Waste as defined in this Contract.

1.2 Alternate Disposal Site means the disposal site the Contractor will use in the event the primary Disposal Site becomes unavailable.

1.3 Alternate Disposal Site Agreement means a legally binding contract between the Contractor and the owner or operator of a landfill or other disposal site the Contractor proposes to use in the event of unavailability of the primary Disposal Site, which contract assures the Contractor the right to use the landfill or other disposal site for Disposal of all waste Contractor is obligated to accept under this Contract.

1.4 Ash means all residues from the combustion process, including unburned combustible matter, ash siftings, bottom ash, fly ash, scrubber residue and unspent reactant.

1.5 Bypass Waste means Municipal Solid Waste which is suitable for combustion but is not burned at the Facility because it is in excess of the Facility's capacity because of seasonal peaks in waste generation because the Facility is shut down or operating at a reduced throughput, or for other reasons.

1.6 Change in Law means:

(a) any of the following that occurs after August 1, 1993:

(i) The enactment, adoption, promulgation, modification, repeal or change in interpretation of any federal, state, city, county or other local law, ordinance, code, rule, requirement, regulation or similar legislation;

(ii) The issuance of an order, decree or judgment of any federal, state or local court, administrative agency or governmental office or body, to the extent that order, decree or judgment is not also the result of negligence or willful action or failure to act of the party relying thereon, provided that contesting in good faith any order, decree or judgment shall not constitute or be construed as a willful or negligent action of that party; or

(iii) The imposition of any material conditions on the renewal of any official permit, license or approval which establishes requirements making the construction or operation of the Disposal Site or Vehicles financially more burdensome than the most stringent requirements in effect on August 1, 1993.

(b) Notwithstanding the foregoing, the following shall not constitute a Change of Law for purposes of this Contract:

(i) the adoption of, or change, amendment or modification to, any federal, state, local or any other law which

imposes or increases a tax, fee or charge upon business activities generally, or certain classes of business activities generally, and which is not specifically directed at solid waste Disposal and/or solid waste transportation business activities to the exclusion of other business activities not directly related to solid waste;

(ii) any application of or change in interpretation of the provisions of RCW 36.58.090(8), or its successor or the statutes referred to therein;

(iii) the adoption of or change, amendment or modification to any law, ordinance, code, rule, regulation or similar requirement by a local governmental body or agency with jurisdiction over the primary Disposal Site;

(iv) any imposition of, or increase in, fees or charges under applicable law, for the importation into, or disposal of imported waste within, any jurisdiction that is not similarly imposed on, or increased for, waste originating in that jurisdiction;

(v) the adoption by Washington State of final regulations governing MSW landfills that are no more stringent than the regulations that have been proposed at Wash. St. Reg. 93-12-110, June 16, 1993 in order to meet the requirements of Subtitle D of the Resource Conservation and Recovery Act, 40 C.F.R. parts 257 and 258.

1.7 Comprehensive Solid Waste Management Plan means the Skagit County Comprehensive Solid Waste Management Plan adopted in accordance with Chapter 70.95 RCW, as periodically updated.

1.8 Consumer Price Index or CPI means the consumer price index for urban consumers (CPI-U), Seattle Metropolitan Statistical Area (SMSA), all items, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

1.9 Container means a receptacle for transporting acceptable wastes. The term includes, but is not limited to, intermodal shipping containers.

1.10 Contract means this Agreement Regarding Solid Waste Transportation and Disposal Services.

1.11 Contract Documents means the combination of all of the following:

(a) this Contract;

- (b) the performance bonds, letters of credit or other financial guarantees required under Section 6.4;
- (c) the Request for Qualifications/Proposals ("RFQ/P");
- (d) any and all Addenda to the RFQ/P provided by the County unless designated for informational or Proposal evaluation purposes only;
- (e) the Contractor's Proposal;
- (f) any and all appendices, attachments, amendments, change orders, or modifications of the foregoing documents agreed to by the parties in the manner prescribed by the Contract unless otherwise designated for informational or proposal evaluation purposes only.

1.12 Contractor means Regional Disposal Company, a Washington general partnership selected by the County to provide Transportation and Solid Waste Disposal services in accordance with this Contract, its successors or assigns and, as applicable, the Contractor's officers, employees and agents.

1.13 County means Skagit County, Washington, a political subdivision of the State of Washington, its successors or assigns.

1.14 Director means the County's Director of Public Works

1.15 Dispose or Disposal means all work, services or operations performed by the Contractor pursuant to this Contract on or after the time that Waste enters the boundaries of a Disposal Site pursuant to this Contract.

1.16 Disposal Site means the Roosevelt Regional Landfill in Klickitat County, Washington, or Alternate Disposal Site used by the Contractor for the final treatment, utilization, processing, or deposition of any waste received under this Contract. The Roosevelt Regional Landfill shall be the primary Disposal Site.

1.17 Facility means County's Resource Recovery Facility or an alternative site within the County designated by the County for the Transfer of Waste for purposes of Transport and Disposal.

1.18 Hazardous Waste means waste which is hazardous, as defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as amended, and regulations implementing same; or, as hazardous or extremely hazardous in the state Hazardous Waste Management Act, as amended, and regulations implementing same. Special incinerator ash, as defined by WAC 173-306, is not Hazardous Waste.

1.19 Household Hazardous Waste means "moderate-risk waste" as defined in RCW 70.105.010(17), as amended, or "household hazardous waste" as defined in WAC 173-303-071(3)(c), as amended.

1.20 Load or Loaded means the process by which and status of a Container after Waste is discharged into that container at the Facility.

1.21 Long-Haul Transport or Long-Haul Transportation means but is not limited to storage and handling of Waste in connection with Loading Waste into Containers, and Transportation of Waste from the Facility to a Disposal Site.

1.22 Municipal Solid Waste or MSW means "solid waste" as defined under Chapter 173-304 WAC, including Ash from the Facility that is not required to be treated as special incinerator ash or Hazardous Waste under regulations promulgated by the Washington Department of Ecology, but not including Hazardous Waste or Special Waste.

1.23 Nonprocessible Waste means solid waste which is not suitable for combustion at the Facility, consisting of, among other things, refrigerators, clothes dryers, washing machines, air conditioners, hot water heaters and other major home appliances of similar size, large automobile parts, plus unreasonable amounts of mattresses or tires, and trees and lumber in excess of six (6) feet long and/or eight (8) inches in diameter.

1.24 Payment means any payment made to the Contractor by the County pursuant to this Contract.

1.25 Person or Persons means, without limitation, any individual, firm, corporation, association, partnership, consortium, joint venture, entity, government agency, or unit of local government.

1.26 Project means any and all items that the Contract requires to be done, kept, performed and furnished by the Contractor and by the County, respectively, for the Transportation and Disposal of Waste.

1.27 Proposal means the Contractor's response to the RFQ/P.

1.28 Proposal Requirements means all terms, conditions and requirements stated in the Request for Qualifications/Proposals. The Proposal Requirements are set forth in Exhibit B to this Contract.

1.29 Representative means, depending upon the context, the authorized representative of the County or the Contractor designated in accordance with Article 5.

1.30 Request for Qualifications/Proposals or RFQ/P means the County's Request for Qualifications/Proposals, issued to secure services for the development of a Transfer Station and for Transportation and Disposal of Waste, dated March 9, 1993 and all addenda thereto.

1.31 Service Fee means the per-ton fee paid by the County to the Contractor for Waste accepted by the Contractor as set forth in Article 8.

1.32 Special Waste means any waste that requires special handling under federal, state, or local laws or regulations.

1.33 State/Local Solid Waste Handling Fee means a governmentally-imposed fee, tax, surcharge, or similar charge on solid waste handling services, including but not limited to 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.

1.34 Surety means the Person approved by the County to provide a cash bond, performance bond, or other financial guarantee required under Section 6.4 guaranteeing or providing the funds to guarantee, performance of the Contractor's obligations under this Contract; the surety must be licensed to conduct business in the state(s) where the Project is located and be included on the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570, as amended, by the Audit Staff Bureau of Accounts, United States Treasury Department.

1.35 Term or Term of Contract means the term of this Contract determined in accordance with Article 20 and including any extensions thereof.

1.36 Tractor means a vehicle used to move Containers.

1.37 Transfer Trailer means a Tractor-drawn trailer or intermodal shipping Container on a chassis.

1.38 Transport or Transportation means, but is not limited to, the storage, handling, loading, unloading and transportation of Containers under this Contract.

1.39 Uncontrollable Circumstances means:

(a) Any act or event that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a party to this Contract, or a material adverse effect on the acquisition, construction, start-up, testing, operation, ownership or possession of the Vehicles or Disposal Sites, if that act or event is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition under this Contract. Subject to Subsection (b) below, those acts or events shall include, but are not limited to, the following:

(i) an act of God (except normal weather conditions for the geographic area affected), hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, volcano eruption, nuclear radiation, fire or explosion, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest, or restraining of government and people, civil disturbance or similar occurrence, that directly affects the operation of the Facility, Vehicles or Disposal Sites;

(ii) the failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction over, or responsibility to serve any of the Vehicles or Disposal Sites to provide, maintain and assure the maintenance of any necessary utility which failure is not caused by Contractor's failure to pay for those utilities or Contractor's failure to comply with applicable law;

(iii) for Contractor, a non-Contractor strike;

(iv) for the County, any strike or labor dispute;

or

(v) a Change in Law.

(b) It is expressly understood and agreed that, notwithstanding any other provision of this definition, the

following events or conditions, in and of themselves, shall not constitute an Uncontrollable Circumstance:

(i) adverse changes in the financial ability of any party to this Contract to perform its obligations under this Contract;

(ii) the consequences of errors of design, construction, start-up, operation or maintenance on the part of the Contractor or any of its employees, agents or subcontractors;

(iii) the failure of the Contractor to secure patents or licenses in connection with the technology necessary to design, construct, operate or maintain the Vehicles or Disposal Sites;

(iv) the lack of fitness for use, or the failure to comply with the specifications or the design of any materials, equipment or parts constituting any part of the Vehicles or Disposal Sites;

(v) the failure of any technology to perform;

(vi) as to the Contractor, any act or event the occurrence against which the Contractor is obligated to carry insurance under this Contract, to the extent the Contractor is so obligated;

(vii) any subsurface condition encountered during the construction or expansion of the Disposal Sites; and

(viii) periodic flooding and freezing which temporarily causes roads, bridges or other transportation facilities to be unavailable for use by the Contractor, and which is within the range of such unavailability which has been experienced in the case of such transportation facilities during two or more of the ten years preceding the year in which the Contract is executed.

(ix) a Change in Law that makes performance under this Contract impossible.

1.40 U.S.C. means the United States Code.

1.41 Vehicle means a Tractor, Container, Transfer Trailer, or other piece of equipment used to Transport Waste.

1.42 WAC means the Washington Administrative Code.

1.43 Waste means any Bypass Waste, Nonprocessable Waste, or Ash.

ARTICLE 2

General Provisions

2.1 Governing Law. This Contract is made in and shall be construed under the laws of the State of Washington.

2.2 Complete Agreement. This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains.

2.3 Complementary Contract Documents. The Contract Documents are complementary and shall be interpreted so that what is required by one shall be as binding as if required by all. The Contractor immediately shall bring to the County's attention, for decision and mutual revision, any observed conflicts between or duplications of any Contract provisions or any material omission from the Contract. The Contractor shall obtain written instructions from the County's Representative before proceeding with services affected by omissions or discrepancies in the Contract Documents. In the event of a conflict between or among the Contract Documents, the following priority of documents shall govern:

- (a) this Contract;
- (b) Proposal from Contractor;
- (c) RFQ/P;
- (d) RFQ/P addenda

2.4 Severability. If any Contract provision is held void, invalid, or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any void, invalid, or unenforceable provision, if permissible under applicable law.

2.5 Time of the Essence; No Waiver. Time is of the essence of this Contract. The County's or Contractor's failure to object to a breach of any Contract provision is not and shall not be construed as a waiver of that provision. The payment or acceptance of compensation subsequent to any breach is not and

shall not be deemed an acceptance of that breach. Any waiver must be in writing and supported by consideration.

2.6 Construction of Terms. Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

2.7 Access. The County shall have the right and unlimited access to inspect any or all of the Contractor's and subcontractors' operations, Vehicles, Disposal Sites, or records related to this Contract; however, the County's access to records under this Section shall be subject to the confidentiality provisions of Section 6.6. The County shall have access to operations, Vehicles and Disposal Sites under this Section at any and all times during normal business hours or when there is activity of any kind at those operations or sites.

2.8 No Third Party Beneficiaries. This Contract is not intended to create nor does it create any third party beneficiary or rights in any private Person. This Contract does create certain rights in the County with respect to the Contractor but those rights may be exercised only by and through the County.

2.9 Personal Liability. This Contract is not intended to create or result in any personal liability for any public official or County employee or agent, nor shall the Contract be construed to create that liability.

2.10 Comprehensive Contract. All services that are necessary to complete and carry out the Project as described in the Contract Documents shall be considered part of the Project and the Contractor shall perform or provide for the services without extra compensation unless otherwise expressly stated in the Contract Documents.

2.11 Subsidiary Contracts. No contract between the Contractor and its subcontractors, officers, employees, or agents, including all contracts relating to the use, lease, operation, or ownership of the Disposal Site or Vehicles, shall prevent, expressly or in effect, the Contractor from performing its obligations under this Contract.

2.12 Notices. Any written notice under the Contract shall be deemed served when delivered in person to the Person to whom it was intended, or if sent by certified mail or other carrier, return receipt requested, to that Person at the Person's last known business address. The date or time of service shall be

three (3) business days after the date or time the relevant document was sent to or personally delivered at that address. The Contractor shall address all notices and correspondence for the County to the County's Representative. The County shall address all notices and correspondence for the Contractor to the Contractor's Representative.

2.13 Article, Section and Subsection References. Any Articles, Sections, or subsections mentioned in this Contract by number only, without reference to another document refer to those Articles, Sections, or subsections contained in this Contract.

2.14 Amendment or Waiver. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by written instrument signed by the parties.

2.15 Contract Execution. For purposes of this Contract, Contract execution shall be the first date upon which both parties have executed the Contract.

ARTICLE 3

Independent Contractor

3.1 Contractor as Independent Contractor. The Contractor shall perform all work under this Contract as an independent contractor. The Contractor is not and shall not be considered an employee, agent, subagent, or servant of the County for this Contract or otherwise; the Contractor's subcontractors, employees, or agents are not and shall not be considered employees, agents, subagents, or servants of the County for this Contract or otherwise. Nothing in this Contract shall be construed as creating a partnership or joint venture between the Contractor and the county or as giving the County a duty to supervise or control the acts or omissions of any Person performing services or work under the Contract.

ARTICLE 4

Subcontractors

4.1 Rejection of Suppliers and Subcontractors. The Contractor shall submit to the County the names and addresses of all proposed suppliers or subcontractors for (a) Alternate Disposal Sites; (b) Transportation; and (c) Project items and/or services that equal or exceed five percent (5%) of the estimated revenues to be paid by the County to the Contractor for the first year of operations under the Contract or, if operations have commenced under this Contract, those Project items and/or

services that equal or exceed five percent (5%) of the total revenues paid by the County to the Contractor under this Contract for the previous year of operations. Contractor shall make this submission at least 30 days prior to the effective date of each subcontract. The County reserves the right to reject in writing within 20 days of such submission any such supplier or subcontractor. The County's right to reject shall not be unreasonably exercised.

4.2 Assignment of Subcontracts. All contracts between the Contractor and its subcontractors for services and work under this Contract shall contain a clause that if the Contractor defaults in performance of the Contract and the County accepts assignment of the subcontract under Article 17, the subcontractor shall recognize the County or its assignee as the Contractor and the County or its assignee shall have all the rights, remedies and responsibilities of the Contractor under that subcontract. The Contractor shall be responsible to the County for the acts and omissions of its subcontractors and suppliers and the subcontractors' suppliers, employees, agents, or servants.

ARTICLE 5

Contractor and County Representatives

5.1 Representatives. The Contractor and the County shall, respectively, designate and provide for the Term of this Contract a 24-hour emergency contact telephone number.

5.2 Contractor Representative. The Contractor's Representative shall be the Contractor's agent and shall represent the Contractor for all purposes of this Contract. All written or oral directions, instructions, or notices given by the County to that Representative and related to the subject matter of the Contract shall bind the Contractor as if delivered to the Contractor personally. The Contractor's Representative shall be in charge of the Project at all times and shall have authority to act on behalf of the contractor; the Contractor's Representative's statements, representations, actions and commitments shall fully bind the Contractor.

The Contractor's Representative is:

Mark Wolken
Vice President
4730 32nd Avenue South
Seattle, Washington 98118



RABANCO

54 SOUTH DAWSON STREET
SEATTLE, WA 98134
(206) 332-7700 FAX (206) 332-7600

RECEIVED
AUG 17 2000
SKAGIT COUNTY
PUBLIC WORKS ADMIN.

August 15, 2000

Mr. Chal A. Martin, Director
Public Works Department
Skagit County
1111 Cleveland Avenue
Mount Vernon, WA 98273-4215

Subject: Solid Waste Contract

Dear Mr. Martin:

In accordance with Article 5 of the Solid Waste Contract between Skagit County and Regional Disposal Company (RDC), this is to notify you of a change in RDC's Contract Representative. Effective immediately, I will be the Contract Representative for the above referenced contract.

If you have any questions, or if I can assist you in any other way, please don't hesitate to give me a call at (206) 332-7701.

Sincerely,

Robert J. Berres, Jr.
Vice President
Rabanco - Regional Disposal Company



5.3 County Representative. Unless otherwise provided, the County's Representative shall be the County's representative for all purposes of this Contract and that Representative's statements, representations, actions and commitments shall fully bind the County to the extent permitted by applicable law.

The County's Representative is:

Solid Waste Division Manager
Skagit County Public Works Department
County Administration Building, Room 203
700 South Second Street
Mount Vernon, Washington 98273-3864

5.4 Change in Representative. The parties shall promptly notify each other in writing of any change in the Person designated as the Contractor's or the County's Representative.

ARTICLE 6

Contractor Responsibilities

6.1 General. The Contractor's responsibilities under this Contract include, but are not limited to:

- (a) acceptance, storage, handling, unloading, Transportation and Disposal of Acceptable Waste received by the Contractor at the Facility;
- (b) ownership, operation and/or leasing of Disposal Sites, Vehicles and all other equipment necessary to perform its obligations under this Contract;
- (c) procurement and maintenance of performance bonds, letters of credit, or other financial guarantees in accordance with Section 6.4;
- (d) compliance with all applicable laws in accordance with Section 6.6; obtaining any permit, license, certificate, or governmental approval required for the Project in accordance with Section 6.7; and the payment of all applicable taxes and fees in accordance with Section 6.8;
- (e) procurement and maintenance of insurance in accordance with Article 12; and

**MEMORANDUM OF UNDERSTANDING:
PAYMENT OF CONTAINER REPAIR COSTS
UNDER AGREEMENT BETWEEN RDC AND SKAGIT COUNTY**

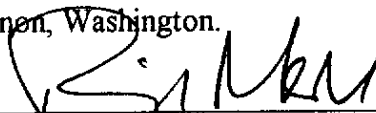
The purpose of this memorandum is to clarify the intent of the parties regarding payment for costs associated with repairing containers under the Agreement between Regional Disposal Company ("Contractor") and Skagit County, Washington ("County") Regarding Solid Waste Transportation and Disposal Services dated October 4, 1993 (the "Agreement"). The undersigned were the principal negotiators of the Agreement.

Equipment repair costs are generally addressed by section 6.2(b) of the Agreement. It was the intent of the parties in drafting this section and other provisions of the Agreement that RDC would generally be responsible for providing, maintaining and repairing or replacing Containers and Transfer Trailers as necessary. However, the parties recognized that if the County failed to exercise reasonable caution and good judgment in loading solid waste into Containers, the Containers might be damaged. The parties believed that the County should be responsible for costs of repairing or replacing a Container damaged by such a failure.

Accordingly, the parties intended that the Agreement require the County to reimburse RDC for Container repair or replacement costs if and only if the costs were incurred as a result of a failure by the County or its agent to exercise reasonable caution and good judgment in handling equipment, and if certain other criteria, as set forth in section 6.2(b)(ii) - (iv), were satisfied. The use of the word "Trailer" in section 6.2 was meant to signify this intent regarding Containers. ("Trailer" is not defined. "Transfer Trailer" may include a Container. Agreement, section 1.37.)

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

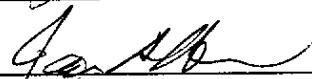
Dated FEBRUARY 14, 1994 at Mount Vernon, Washington.



Rich Medved
Director of Public Works

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Dated: 14 Feb., 1994 at Bellemead, Washington.



Mark Wolken/Jim Hodge
Regional Disposal Company

- (f) maintenance of a closure and post-closure trust fund in accordance with Section 6.10; and
- (g) maintenance of alternate operations and emergency operations plans in accordance with Sections 6.22 and 6.23 of this Contract.

6.2 Service and Commencement of Service.

(a) Service to Skagit County. Service will commence upon the first date that both the Contractor and the County have fully executed this Contract.

6.3 Equipment; Replacement or Repair.

(a) Equipment; Assignment; Equipment Lease. The Contractor shall construct, own, lease, or otherwise provide, maintain, or operate in a quantity sufficient to perform the services under this Contract in a timely manner throughout the Term of the Contract, the following:

- (1) Vehicles;
- (2) Special Incinerator Ash Containers;
- (3) MSW Containers;
- (4) the Roosevelt Regional Landfill; and
- (5) Alternate Disposal Sites.

The Vehicles, Disposal Site and Containers provided by the Contractor shall meet or exceed the Proposal Requirements.

(b) Replacement or Repair. The Contractor at its sole expense shall keep all equipment in good working order and repair. The Contractor shall be liable for all costs reasonably incurred by the County to repair or replace any equipment owned, operated and/or used by the Contractor or provided under this Contract, including, but not limited to, the Vehicles, and Disposal Sites. In the event a Trailer is damaged due to failure of the County or its agents to use reasonable care in loading or moving of the Trailer, the Contractor shall repair or replace the Trailer if not economically feasible to repair. The County shall reimburse the Contractor for the cost of repair and replacement if and only if:

- (i) the repair or replacement is necessary to remedy damage caused by the County's or its agent's failure to

exercise reasonable caution and good judgment in handling equipment; and

(ii) the Contractor assigns to the County any and all subrogation rights it has against such operator or any other Person who may be liable for the damage; and

(iii) the costs incurred to repair or replace the Trailer are the least costly means available under the circumstances to repair or replace the Trailer; and

(iv) the Contractor fully documents the costs it incurred to the County's reasonable satisfaction.

The County shall reimburse the Contractor only for property damage to Trailers; nothing in this Section shall require or be construed to require the County to reimburse the Contractor for any costs, damages or liabilities for personal injuries in any way related to the use or operation of the Trailers.

(c) Rejection of Vehicles. The County may require the Contractor at its sole expense to replace or repair any Vehicles used to provide services under this Contract, when the County reasonably believes that they are not road-worthy or otherwise do not conform to the Proposal Requirements.

6.4 Contract Performance Bond.

(a) Contract Performance Bond. The Contractor shall provide and maintain for the Term of the Contract: (1) a contract performance bond; or (2) any other financial guarantee or type of bond or letter of credit that is approved by the County. The amount of the bond or other financial guarantee initially provided under this subsection shall be _____ Dollars (\$_____) in 1993 dollars. The amount of the bond will escalate by five percent (5%) per each year of the Contract. The Contractor shall provide a new bond, or evidence satisfactory to the County of the bond's renewability, at least ninety (90) days before the bond then in effect expires.

(b) General Conditions.

1. The Contractor shall provide to the County the bond described in Section 6.4(a), above, within thirty (30) days of executing this Contract. For purposes of this Article, the word "bond" shall mean any bond, letter of credit or other financial guarantee referred to in this Article and provided to guarantee or provide the funds to guarantee the performance of

the Contractor's obligations under this Contract. A specimen bond is Exhibit C-1 to this Contract.

2. All bonds given under this Article shall be conditioned that Contractor will faithfully and fully perform all its obligations under the Contract, and pay all laborers, mechanics, subcontractors and materialmen and all persons who shall supply Contractor with provisions and supplies for carrying out its obligations under this Contract, and shall indemnify the County against any loss resulting from any failure of performance by the Contractor.

3. The County shall be given thirty (30) calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such Performance and Payment Bond. Failure of the Contractor to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the County.

4. All bonds given under this Article 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 must approve, in writing, the Surety provided and the form and substance of all bonds. The Contractor may satisfy the bond obligations under this Article by providing bonds from one or more bonding companies meeting the qualifications set forth in this Article.

6.5 Alternate Transportation and Disposal Facilities.

(a) In the event the Services required under this Contract cannot for any reason be provided with the primary Transportation and/or Disposal facilities, or if the Contractor's Transportation and/or Disposal facilities are inadequate or unavailable to provide service under this Contract, at the County's option, the Contractor shall provide in accordance with the alternate operations plan required under Section 6.22 of the Contract alternate facilities that operate in compliance with the requirements of this Contract and meet or exceed the requirements of all applicable laws. The alternate facilities required under this Section shall be available for use on the day service is commenced under this Contract. Except as otherwise expressly provided under this Contract, the Contractor shall provide the alternative facilities at no additional cost to the County.

(b) The Contractor may, with prior written approval of the County, use facilities, sites or processes different from the primary or alternate facilities to carry out the Contractor's

obligations under this Contract. Except as expressly provided otherwise in the Contract for the case of an Uncontrollable Circumstance, the Contractor shall provide the alternate facilities at no additional cost to the County.

6.6 Compliance with Law; Documentation; Confidential Business Records. The Contractor, its officers, employees, agents and subcontractors shall comply with every applicable federal, state, or local law, statute, rule, regulation, or ordinance, including those of agencies having jurisdiction over the Project, in performing obligations under this Contract. The County shall have the right to inspect copies of all correspondence or any other documents sent to or received from the Contractor or its subcontractors related to the Contractor's compliance with the law under this Contract.

6.7 Permits, Licenses, etc. The Contractor shall obtain, maintain and pay for, at Contractor's sole expense, all permits required by law for its operations and activities under this Contract. For purposes of this Section, the term, "permits," means any temporary and/or permanent permits, approvals, license, certificates, environmental review documents, inspection fees, surcharges and other approvals required for the performance of the Project. Prior to execution of this Contract and at least annually thereafter, the Contractor shall provide to the County a list of all permits required for the Project designating the issuing agency and the dates of issuance and expiration of those permits, a copy 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 Contractor-caused violations of permits, laws, or regulations; the County shall not be liable for and shall not reimburse Contractor for payment of those fines or civil penalties. The Contractor reserves the right to contest any fine in an administrative proceeding or in court prior to its payment.

6.8 Taxes and Fees. The Contractor shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form, that apply to any and all Persons, property, income, equipment, materials, supplies, structures, or activities that are involved in the performance of this Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes, business and occupation taxes and fees that arise in connection with the Contract; however, the Contractor shall not be responsible or liable for payment of any tax or fee for which the County is

ordinarily responsible without regard to the services provided by the Contractor under this Contract. The extent to which the Contractor is permitted to adjust the Service Fee(s) for cost increases in the rates of taxes, fees, or surcharges, if at all, is set forth in Articles 8 and 9.

6.9 Property; Covenant; Title Insurance. The Contractor has or will acquire sufficient property rights to the Disposal Sites to satisfy its obligations herein. The Contractor agrees to remove or have removed promptly any liens or encumbrances that, because of any act or default of Contractor, its officers, employees, or agents, or of Contractor's subcontractors or sub-subcontractors, or material suppliers, or equipment owners are filed against a Disposal Site or any real or personal property required to fully perform under this Contract.

6.10 Closure and Post-closure Fund.

(a) The Contractor shall be responsible for all closure and post-closure costs relating to the Disposal Sites. The Contractor shall establish and maintain at its sole expense any closure and post-closure trust fund now or hereafter required under any applicable federal, state, or local law or regulation.

(b) The Contractor shall use the money in the trust fund, including interest earnings thereon, to guarantee proper closure activities and to provide for the mitigation of environmental effects of the Disposal Sites. Money in the trust fund shall be spent in accordance with laws and regulations of the State of Washington or other applicable law.

6.11 Records; Monthly Report. The Contractor shall keep accurate records of all transactions connected with this Contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts issued at the Facility or a Disposal Site. 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.

The Contractor shall provide to the County, by the fifteenth day of every third month, a report for the preceding quarter summarizing routine and extraordinary activities during the prior quarter and plans and schedules for future activities. The quarterly report shall include, but not be limited to:

(a) the tonnage by type of waste accepted from the Facility;

(b) any complaints submitted to the Contractor and the Contractor's response, if any;

(c) any extraordinary occurrences affecting the Contractor's performance, including but not limited to, occurrences affecting the Disposal Sites and Vehicles;

(d) copies of the transaction tickets, invoices and/or receipts for the month;

(e) changes in the status and readiness of alternate Disposal Sites and emergency Disposal Sites;

(f) documentation regarding Hazardous Waste, if any, gathered, produced and/or retained as required in Article 10;

(g) condition of Disposal Sites;

(h) a summary of the tonnage of and identification by type of recyclable materials recovered, if any, from the Acceptable Waste delivered to the Contractor and the amount of each material sold or marketed that quarter.

In addition to the quarterly report required under this Section 6.11, Contractor shall provide to the County within thirty (30) days of the end of any year of operations under the Contract an annual report summarizing and consolidating the information contained in the quarterly reports provided for the preceding year.

All records required to be maintained by the Contractor under this Section shall be available for inspection by the County and Washington State Auditor.

6.12 Accidents; Complaints. The Contractor shall be responsible for all injuries, accidents and other mishaps associated with its operations that are not caused by the negligence of the County. The Contractor shall report any accidents resulting from the performance of this Contract to the County as soon as practicable by telephone or messenger. For purposes of this Section, "accident" shall include the death of any person, any personal injury resulting in inpatient hospitalization or out-patient treatment by a physician, or damage to any real or personal property exceeding \$5,000. The Contractor shall report, in writing, to the County, within seven (7) days of that accident, complete details of the accident, including witness statements.

The Contractor shall respond in a reasonable manner to complaints, charges and allegations related to Contractor's performance under the contract within thirty (30) days of receipt of that complaint, charge, or allegation, including but not limited to, those complaints made or actions brought by citizens, citizen groups and public agencies. The Contractor shall deliver to the County a report of all significant complaints submitted that shall include but not be limited to the name and address of the complainant, the substance of the complaint, including the activity or service at issue, and the action, if any, the Contractor has taken to investigate or remedy the problem or an explanation of why no action has been taken.

6.13 Payment of Subcontractors and Agents. Unless a reasonable dispute exists concerning payment, the Contractor shall promptly pay all subcontractors, materialmen, suppliers, or laborers engaged for purposes of this Contract in accordance with the contract or agreement between that Person and the Contractor.

6.14 Nondiscrimination in Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, national origin, age or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, national origin, age or the presence of any sensory, mental, or physical handicap. This Section shall apply to, 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 other applicants for employment, notices setting forth the provisions of this nondiscrimination Section. The Contractor will, prior to commencement and during the term of this Agreement, furnish the Director or his or her designee, upon request and on such forms may be provided by the Director therefor, a report of the action taken by the Contractor in implementing the terms of this provision, and will permit access by the Director of his or her designee to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records for the purpose of investigation to determine compliance with this provision.

6.15 Labor and Procurement Requirements. The Contractor and all subcontractors of the Contractor shall conform to the

labor laws of the State of Washington and all other laws, ordinances and legal requirements affecting the work in Skagit County, Washington. The Contractor shall endeavor to use local firms and labor and purchase materials, supplies and equipment from business located within and near the County whenever possible and practical and in conformance with law.

6.16 Labor Standards.

(a) Worker's Benefits. The Contractor and its contractors shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, County may retain such payments from any money due the Contractor and pay the same into the appropriate fund. The Contractor and its contractors shall also obey all federal, state and local laws, ordinances, and regulations establishing safety standards for the protection of employees. The Public Works Contract Division of the Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. Upon completion of work covered by Titles 50 and 51 RCW, the Contractor shall complete a "Request for Release" form and submit such form to the Department of Labor and Industries for approval for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums. Such approved form shall be submitted to County.

(b) Hours of Labor. The Contractor and its contractors shall comply with Chapter 49.29 RCW. Failure of the Contractor to perform the work in accordance with this policy of the State of Washington shall be deemed a failure on its part to comply with the provisions of this Contract.

6.17 Conflicts of Interest and Noncompetition Practices.
The Contractor agrees as follows:

(a) Conflict of Interest. The Contractor, by entering into this Contract with County to perform or provide work, services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not knowingly employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to

County and take action immediately to eliminate the conflict or to withdraw from this Contract, as County may require.

(b) Contingent Fees and Gratuities. The Contractor, by entering into this Contract with County to perform or provide work, services or materials, has hereby covenanted:

1. that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

6.18 Minority and Women Business Enterprise Compliance.

(a) The Contractor shall attempt to provide minority and women businesses certified by the Washington State Office of Minority and Women's Business Enterprises (hereinafter the "State OMWBE") the maximum practicable opportunity to participate in the work under this Contract. The Contractor shall attempt to ensure its contractors, consultants and other persons performing work under this Agreement make efforts to utilize certified minority and women businesses in contracts regardless of tier.

(b) In the event any certified minority or women business enterprise proposed to be used or actually used by the Contractor hereunder is unable or unwilling to perform any portion of the work for any reason whatsoever, the Contractor should seek and substitute other certified minority and women businesses, as the case may be, at no additional cost to County provided, that County may, in its sole discretion, waive or reduce this obligation upon a showing by the Contractor that it has made reasonable efforts to obtain such other certified businesses.

(c) "Substitution" or "Substitute" shall mean replacing one certified minority or women business for another, or increasing the level of utilization of certain businesses in

order to maintain the required level of utilization in accordance with the commitments made by the Contractor.

(d) In the event work under this Contract is changed, revised or otherwise amended, the following provisions shall apply, unless waived or modified in writing by the County:

1. If a change increases the work to be performed, the Contractor shall make efforts to seek and employ certified businesses in the performance of the increased work consistent with the participation goals established for this Contract.

2. If a change decreases or deletes any work to be performed by a minority or women business under this Contract, the Contractor shall make efforts to substitute other work of equivalent value to the affected minority or women business or to substitute another certified minority or women business, as the case may be, to perform other work of value equivalent to the decreased or deleted work; provided, however, that Contractor shall not be required to displace any person or entity who has already been retained.

(e) Upon written request of the County, the Contractor shall, within thirty (30) days of such request, submit an affidavit identifying amounts actually paid during the preceding month to certified businesses, including joint venture partners (if any), regardless of tier.

(f) The County may, upon two (2) business days' notice, visit the primary Disposal Site and the Contractor's office to review records related to actual utilization of and payments to minority and women businesses. The Contractor shall maintain sufficient records necessary to enable County to monitor compliance. The Contractor shall provide every assistance requested by County during such visits.

6.19 Scheduling; Management; Quality of Performance. The Contractor shall coordinate, schedule in an orderly manner and manage all work done by contractor's officers, employees, subcontractors. The Contractors and subcontractors shall perform every act or service under this Contract in a skillful and competent manner in accordance with the highest standards of the solid waste transportation and disposal industries. The Contractor shall be responsible to the County for any errors, deficiencies, or failures to perform under this Contract. All workers and subcontractors shall be skilled in their trades. All operators shall be licensed or otherwise qualified as required by law. The Contractor shall furnish evidence of the skill and

licenses of its officers, employees, subcontractors and agents on the request of the County. The Contractor shall, at all times, enforce strict discipline and good order among its employees and all subcontractors.

6.20 Contractor Liability. The Contractor shall be liable to and shall indemnify the County in accordance with Article 11.

6.21 Representations and Warranties of the Contractor. The Contractor makes the following representations and warranties to and for the benefit of the County:

(a) The Contractor is duly organized and validly existing as a partnership in good standing under the laws of the State of Washington and it is duly qualified to do business in the State of Washington.

(b) The Contractor has full legal right, power and authority to execute and deliver, and perform its obligations under this Contract, and has duly authorized the execution and delivery of this Contract. This Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

(c) Neither the execution or delivery by the Contractor of this Contract, the performance by the Contractor of its obligations hereunder, nor the fulfillment by the Contractor of the terms and conditions hereof: (i) conflicts with, violates or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or to the best of Contractor's knowledge, any agreement or instrument, to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with, any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Contract by the Contractor, except such as has been duly obtained or made or such as the Contractor has given the County adequate assurance, that it will be obtained or made before the commencement of services by the Contractor under this Contract.

(e) Unless otherwise approved by the County in writing, as of the date the Contractor provides Waste

Transportation and Disposal services under this Contract there shall not be any action, suit, proceeding or, to the best of the Contractor's knowledge, investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the Contractor's knowledge, threatened, against the Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

(f) The Contractor holds, or is expressly licensed to use, all patent rights, licenses, and franchises necessary or appropriate to construct, operate and maintain the Disposal Sites and Vehicles pursuant to and in accordance with the terms of the Contract.

(g) There has been no material adverse change in the Contractor's financial condition since the date of the financial statement submitted by the Contractor in response to the County's request for bids.

6.22 Alternate Operations Plan. The Contractor has submitted to the County for review and approval a draft alternate operations plan for performing Contractor's obligations under this Contract in the event any primary Disposal Site and/or Vehicle for any reason becomes inadequate to satisfy the requirements of the Contract and for operating the alternate facilities provided pursuant to the Contract. The Contractor will submit a final alternate operations plan to the County within thirty days of the execution of this Contract. The alternate operations plan shall be updated and submitted for County approval on an annual basis. The County's failure to object to the plan is not and shall not be construed as a limitation on the Contractor's obligation to accept, Transport and Dispose of Acceptable Waste. This plan shall be of sufficient detail to demonstrate that the Contractor is able to maintain operations in the event that Uncontrollable Circumstances prevent the use of the primary system or if for any other reason the Contractor is unable to accept, Transport and Dispose of Acceptable Waste using the primary Disposal Site and Vehicles pursuant to this Contract. The plan shall include but not be limited to:

(a) an inventory of designated alternate Transportation and Disposal facilities;

(b) a list of personnel and financial and technical resources to implement the plan;

(c) a mobilization plan for each component of the alternate operations system;

(d) copies of any current operating permits for alternate facilities and a schedule for receiving pending permits;

(e) a copy of the Contractor's agreement for use of each Alternate Disposal Site designated in the plan.

6.23 Emergency Operations Plan. The Contractor has provided to the County a comprehensive emergency operations plan designed to mitigate and correct hazards that may arise due to accidents or disruption of the Transportation and Disposal of Acceptable Waste under this Contract, including, but not limited to: damage to property, the interruption of traffic along Transportation routes, release of hazardous or dangerous materials and the release of any Acceptable Waste. The emergency operations plan shall be updated and submitted for County approval on an annual basis. The County's failure to object to the plan is not and shall not be construed as a limitation on Contractor's obligation to comply with all the requirements of this Contract.

The emergency plan shall include:

(a) procedures and a schedule for notifying the County and the appropriate federal, state or local authorities of emergency conditions;

(b) the identity of a Representative of the Contractor, telephone number and other means by which that Representative may be reached twenty-four (24) hours of every day;

(c) a description of the actions that the Contractor's operating personnel shall take in response to the emergency conditions; and

(d) evidence of the existence of a plan setting forth the services that will be rendered by each local emergency response agency in the event of an emergency.

ARTICLE 7

County's Responsibilities

7.1 General. The County's responsibilities under this Contract include, but are not limited to:

(a) payment to the Contractor in accordance with this Contract;

(b) delivery of Waste to the Contractor in accordance with the Request for Qualifications/Proposals;

(c) preparation of nonbinding estimates for the succeeding four quarters of the Contract of the range of Waste the County expects to deliver during these quarters.

7.2 Cooperation with Contractor. The County shall use its best efforts to cooperate with the Contractor and to respond to the Contractor's reasonable requests for information and assistance, consistent with the provisions of this Contract.

7.3 Disputes. All disputes under this Article shall be resolved in accordance with Article 16.

7.4 Rejection of Vehicles. The County may reject a Vehicle, including but not limited to, Containers, Tractors, or Transfer Trailers that it reasonably believes are not roadworthy or otherwise do not conform to the Proposal Requirements.

7.5 Days and Hours of Operation. The Facility operates twenty-four hours a day, three hundred and sixty-five days a year. The County, at its own discretion, may adjust the hours and days of operation of the Facility. The County shall reimburse the Contractor for all reasonable actual cost increases incurred by the Contractor if the County adjusts the daily operating hours of the Facility greater than one hour, except for hour adjustments or day closures on general County holidays.

ARTICLE 8

Service Fees and Contractor Compensation

8.1 Base Service Fee. The County shall pay the Contractor a Service Fee for the Contractor's performance of its obligations under this Contract as set forth in this Article. Fees stated are for Waste delivered to the Contractor at the Facility.



RABANCO

REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

January 14, 1999

Solid Waste Division Manager
Skegit County Public Works Department
1111 Cleveland Street
Mount Vernon, Washington 98273-4215

The CPI change for calendar year 1999 was calculated as follows:

U.S. City Average Consumer Price Index

September 1998 = 163.6 and September 1997 = 161.2

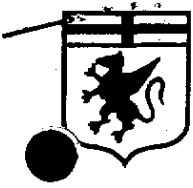
Fractional CPI Change	$(163.6 - 161.2) / 161.2 = .014888$
Contract Adjustment	$.014888 \times .80 = .011910$
Service Fee Component	$(1 + .011910) \times 41.28 = 41.77$
Incentive for Heavier Weights	
Load average > 28 tons < 30 tons	$(1 + .011910) \times 40.72 = 41.20$
Load average > 30 tons < 32 tons	$(1 + .011910) \times 40.05 = 40.53$
Load average > 32 tons	$(1 + .011910) \times 39.44 = 39.91$

If you have any further questions please call me at (425) 646-2423.

Sincerely,


Virginia Blain
Accounting Manager





RABANCO

REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

November 1, 1999

Solid Waste Division Manager
Skagit County Public Works Department
1111 Cleveland Street
Mount Vernon, Washington 98273-4215

The CPI change for calendar year 2000 was calculated as follows:

U.S. City Average Consumer Price Index

September 1999 = 167.9 and September 1998 = 163.6

Fractional CPI Change	$(167.9 - 163.6) / 163.6 = .026284$
Contract Adjustment	$.026284 \times .80 = .021027$
Service Fee Component	$(1 + .021027) \times 41.77 = 42.65$
Incentive for Heavier Weights	
Load average > 28 tons < 30 tons	$(1 + .021027) \times 41.20 = 42.07$
Load average > 30 tons < 32 tons	$(1 + .021027) \times 40.53 = 41.38$
Load average > 32 tons	$(1 + .021027) \times 39.91 = 40.75$

If you have any further questions please call me at (425) 646-2402.

Sincerely,

Cindy La
Accounting Manager





RABANCO
REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

RECEIVED

NOV 08 1999

SKAGIT COUNTY
PUBLIC WORKS ADMIN.

November 2, 1999

Mr. Robin LaRue
Solid Waste Division Manager
Skagit County Public Works Department
1111 Cleveland Avenue
Mount Vernon, WA 98273-4215

Dear Robin:

Enclosed is a letter from Cindy La, RDC's Accounting Manager, explaining the CPI adjustment for the year 2000.

Please give me a call if you have any further questions.

Sincerely,

Gary L. Grim
Contracts Manager
Regional Disposal Company

Enclosure





REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

November 14, 1997

Solid Waste Division Manager
Skagit County Public Works Department
1111 Cleveland Street
Mount Vernon, Washington 98273-4215

The CPI change for calendar year 1998 was calculated as follows:

U.S. City Average Consumer Price Index

September 1997 = 161.2 and September 1996 = 157.8 ✓

Fractional CPI Change $(161.2 - 157.8) / 157.8 = .021546$ ✓

Contract Adjustment $.021546 \times .85 = .018314$ ✓

Service Fee Component

40 Foot Containers $(1 + .018314) \times 45.28 = 46.11$ ✓

48 Foot Containers not requested
by Skagit County $(1 + .018314) \times 45.28 = 46.11$ ✓

48 Foot Containers requested
by Skagit County $(1 + .018314) \times 49.42 = 50.33$ ✓

If you have any further questions please call me at (425) 646-2423.

Sincerely,



Virginia Blain
Accounting Manager



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1111 Cleveland Avenue, Mount Vernon, WA 98273-4215 (360) 336-9400 FAX (360) 336-9478

MEMORANDUM

TO:  Elli Mathis
FROM: Robin LaRue - Solid Waste Division Manager
DATE: December 2, 1997
RE: R.D.C. Tonnage Rates for 1998

Attached is a letter outlining the new rates for transportation and disposal of refuse from the Skagit County Recycling & Transfer Station. The methodology for calculating this increase in rates is established in section 8.2 CPI Adjustment for service Fee Components of the contract between Skagit County and Regional Disposal Company.

Should you have any questions regarding this increase please give me a call.

CC Brian Stephen
Dave Brookings



REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

November 7, 1996

RECEIVED

NOV 8 1996

Solid Waste Division Manager
Skagit County Public Works Department
1111 Cleveland Street
Mount Vernon, Washington 98273-4215

SKAGIT COUNTY
PUBLIC WORKS ADMIN.

The CPI change for calendar year 1997 was calculated as follows:

U.S. City Average Consumer Price Index

September 1996 = 157.8 and September 1995 = 153.2

Fractional CPI Change	$(157.8 - 153.2) / 153.2 = .030026$ ✓
Contract Adjustment	$.030026 \times .85 = .025522$ ✓
Service Fee Component	
40 Foot Containers	$(1 + .025522) \times 44.15 = 45.28$ ✓
48 Foot Containers <u>not requested</u> by Skagit County	$(1 + .025522) \times 44.15 = 45.28$ ✓
48 Foot Containers <u>requested</u> by Skagit County	$(1 + .025522) \times 48.19 = 49.42$ ✓

If you have any further questions please call me at (206) 646-2423.

Sincerely,

Virginia Blain
Acting Accounting Manager

56.6 % TRAWS
42.4 % DISP.

REVIEWED
11/19/96.





REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

December 27, 1995

Solid Waste Division Manager
Skagit County Public Works Department
1111 Cleveland Street
Mount Vernon, Washington 98273-4215

RECEIVED

JAN 4 1996

SKAGIT COUNTY
PUBLIC WORKS ADMIN

The CPI change for calendar year 1996 was calculated as follows:

U.S. City Average Consumer Price Index

September 1995 = 153.2 and September 1994 = 149.4

Fractional CPI Change $(153.2 - 149.4) / 149.4 = .025435$

Contract Adjustment $.025435 \times .85 = .021620$

Service Fee Component

40 Foot Containers $(1 + .021620) \times 43.22 = 44.15$

48 Foot Containers $(1 + .021620) \times 47.17 = 48.19$

If you have any further questions please call me at (206) 646-2408.

Sincerely,

Linda Westcoatt
Accounting Manager





RABANCO
REGIONAL DISPOSAL COMPANY

A WASHINGTON JOINT VENTURE

RECEIVED
JAN 24 2000

PUBLIC WORKS ADMIN.

January 20, 2000

Mr. Chal A. Martin, Director
Skagit County Public Works Department
1111 Cleveland Avenue
Mount Vernon, WA 98273-4215

Subject: *AMFAB Payment*

Dear Mr. Martin:

This letter is to confirm receipt of Skagit County's payment in the amount of \$171,096.08; this is the final payment for the County's purchase of the AMFAB Compactor.

Please don't hesitate to give me a call at (425) 646-2507 if you have any questions or comments.

Sincerely,

Eddie Westmoreland
District Marketing Manager
Regional Disposal Company

cc: Robin LaRue, Skagit County
Gary Grim, RDC

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT NO. 001795

Skagit County desires to supplement the agreement entered into with Regional Disposal Company and executed on October 4, 1993 and identified as Agreement No. 001795.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

IN WITNESS WHEREOF, THE PARTIES hereto entered into this Agreement as of the day and year above written.

EXECUTED by the CONTRACTOR January 5, 1996.

Regional Disposal Company
CONTRACTOR
William J. Pappas
(SIGNATURE)
president
(TITLE OF SIGNATORY)

Mailing Address:
(Street address required
in addition to P.O. Box)

200 - 112th Avenue Northeast

Suite 200

Bellevue, Washington 98004
(FORM W-9 ATTACHED)

Approved as to Indemnification:

DAVE FLEMING
By: DAVE FLEMING, Risk Manager

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Robert Hart 1-16-96
ROBERT HART, Chairman
Harvey Wolder
HARVEY WOLDER, Commissioner
Ted W. Anderson
TED W. ANDERSON, Commissioner

Approved as to Content:

Janette Keiser
By: Janette A. Keiser
P.E., J.D. - County Engineer/Director
Mike Woodmansee
By: MIKE WOODMANSEE,
Budget/Finance Director

Approved as to Form Only:

John Moffat
By: JOHN MOFFAT,
Deputy Prosecuting Attorney

Attest:

Debby Sims
By: DEBBY SIMS, Clerk of the Board

EXHIBIT "A"
TO
SUPPLEMENT NO. 1
OF
PERSONAL SERVICES AGREEMENT NO. 001795

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Article 8 - Service Fees and Contractor Compensation
 Subsection 8.1 - Base Fee

New sections are added as follows:

(d) By Truck

1. MSW Compacted	\$24.47/ ton
Transportation	\$18.75/ ton
Disposal	\$43.22/ ton
Total:	

The above rate is for compacted MSW carried in forty (40) foot containers. The minimum average weight for the forty (40) foot containers will be twenty seven (27) tons. This rate will be retroactive to October 1, 1995. Effective November 1, 1995, Regional Disposal Company will begin calculating the average container weight for the forty (40) foot container loads, for the purpose of calculating an annual average. If Skagit County fails to maintain an average of twenty seven (27) tons per container on an annual average, then Skagit County will pay Regional Disposal Company a penalty for the difference. The penalty payment will be based on the following:

If Skagit County fails to meet the annual average container weight of twenty seven (27) tons, net payload per container, the County will pay Regional Disposal Company, in twelve monthly installments, the difference between the amount that Skagit County would have paid for transportation, if it had met the annual average container weight, and the amount actually paid by Skagit County for transportation. The difference shall be calculated as follows:

$$\text{Difference} = ((27/ACW)-1) \times T$$

ACW = Actual average annual container weight.
 (net payload per container)

T = Total annual charge for transportation.

(e) Purchase Amfab Model 150 Compactor

Skagit County will purchase from Regional Disposal Company one (1) new Amfab Model 150 Compactor, with payments being made over the remaining term of the contract. Payment will be made based on the following:

Amfab Model 150 Compactor (include tax)	\$300,000.00
Installation (include tax)	<u>\$ 49,029.89</u>
Total principle	\$349,029.89
Annual Principle	\$ 43,628.74
Annual Interest (8.5%)	\$ 16,650.66
Annual Addition Work Overhead (5%)	<u>\$ 3,013.97</u>
Total Annual Payment	\$ 63,293.37

Estimated Payment per ton (at 60,000 tons/ year) \$ 1.05

A fee of \$1.05 per ton on every ton of compacted MSW up to \$63,293.37 will be charged until October 1, 2003. The annual tons will be calculated from October 1 through September 30, for each year. If the total of the fees for the year is less than the \$63,293.37, then Skagit County will be billed the amount underpaid in one lump sum, and that sum will be due thirty (30) days from billing. If the total of the fees for the year is more than the \$63,293.37, then the amount overpaid will be deducted from the October bill.

There will be no CPI adjustment made to this fee.

Regional Disposal Company shall transfer all warranties and guarantees for the compactor to Skagit County.

**SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT NO. 001795**

Skagit County desires to supplement the Agreement entered into with Regional Disposal Company and executed on October 4, 1993, and identified as Agreement No. 001795, and Supplemental Agreement No. 1, executed on January 16, 1996.

All provisions in the Basic Agreement, and Supplement No. 1 remain in effect except as expressly modified by this Supplement.

The changes to the Agreements are described as set forth in the attached Exhibit A, and by this reference made a part of this Supplement.

This Supplemental Agreement is conditioned on Contractor obtaining a lease, satisfactory to it in its sole discretion, for an intermodal facility in Skagit County on or before September 30, 1998. In the event Contractor obtains a lease satisfactory to it on or before September 30, 1998, it shall notify the County and this Supplemental Agreement shall become effective immediately. In the event Contractor does not notify the County on or before September 30, 1998, that it has obtained a lease satisfactory to it, this Supplemental Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, THE PARTIES hereto entered into this Agreement as of the day and year below written.

Dated this 15TH day of JUNE 1998.

Regional Disposal Company
by LTR Environmental, Inc. Managing Director
CONTRACTOR NAME

Jim Sepic
(SIGNATURE) Jim Sepic, EXEC U.P.

(TITLE OF SIGNATORY)

Mailing Address:

200 112th Ave. N.E., Suite 300
Bellevue, WA 98004

Approved as to Indemnification:

Dave Fleming
Dave Fleming,
Risk Manager

Attest:

Patti J. Chambers
Patti J. Chambers
Clerk of the Board

BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ROBERT HART, Chairman

Ted W. Anderson
TED W. ANDERSON, Commissioner

Harvey Wolden
HARVEY WOLDEN, Commissioner

Approved as to Content:

Chal A. Martin
Chal A. Martin, P.E.
Director/County Engineer

Alicia Huschka
Alicia Huschka
Budget/Finance Director

Approved as to Form Only:

John Moffat
John Moffat
Deputy Prosecuting Attorney

7/1

Exhibit "A"
To
Supplement No. 2
Of
Agreement No. 001795

All provisions in the Basic Agreement and Supplement No. 1 remain in effect except as expressly modified by this Supplement.

The changes to the agreements are described as follows:

Article 8 - Services Fees and Contractor Compensation.

The entire subsection 8.1 Base Service Fee is deleted from the Base Agreement and subparagraph (d) By Truck of Supplement No. 1 is deleted.

A new subsection 8.1 Base Service Fee is added as follows:

8.1 Base Service Fee The County shall pay the Contractor a service fee for the Contractor's performance of its obligations under this contract as set forth in this article. Fees stated are for waste delivered to the Contractor at the Intermodal Facility.

For the calendar year 1998 (January 1, 1998 - December 31, 1998), the service fee shall be forty-one and twenty eight- hundredths dollars (\$41.28) per ton.

Article 8.2 CPI Adjustment for Service Fee Components

Subparagraph (a) of the Base Agreement is deleted and replaced with the following:

(a) the CPI for September preceding the beginning of each calendar year will be compared with the CPI for the previous September, to calculate the fractional change in the CPI over the twelve (12) months. This fractional change will be multiplied by eighty percent (80%) to calculate the Contract Adjustment. The previous year's Service Fee will then be increased by the Contract Adjustment percentage. The calculations are mathematically as follows:

Let N be the year for which the Service Fee is being calculated.

Let $CPI_{(N-1)}$ be the CPI for September prior to year N.

Let $CPI_{(N-2)}$ be the CPI for the September two years prior to year N.

Fractional CPI Change = $(CPI_{(N-1)} - CPI_{(N-2)}) / CPI_{(N-2)}$.

Contract Adjustment = Fractional CPI Change X 0.80.

Service Fee (N) =
(1+Contract Adjustment) X Service Fee $_{(N-1)}$.

Article 8.4 Service Fee Decrease Other Than CPI

A new subparagraph (d) Incentive for Heavier Weights is added as follows:

(d) Incentive for Heavier Weights. In the event the County achieves average monthly container weights in excess of twenty-eight (28) tons, the Base Service Fee will be adjusted for that month. The Base Service Fee for the Calendar year 1998 are as follows:

Over 28 tons, but less than 30 tons	\$40.72/ton
Over 30 tons, but less than 32 tons	\$40.05/ton
Over 32 tons	\$39.44/ton

These prices shall be subject to the same CPI adjustment as provide for in Article 8.2 CPI Adjustments for Service Fee Components.

The Contractor shall provide the County with information on legal loads that the Contractor can transport. This information will be based upon railroad requirements and road related requirements of Klickitat County. In the event the County loads containers in excess of such requirements, and it results in any penalties to the Contractor, the County shall be responsible for those penalties.

Article 20 Term

Subsection 20.1 of the Base Agreement is deleted and replaced with the following:

20.1 The term of this Contract shall be from the date the Basic Agreement was signed (October 4, 1993) through September 30, 2013. The Contract shall automatically be extended for two (2) additional five (5) year periods under the same provisions and for the same service fees in accordance with Article 8 of this contract, unless the County gives the Contractor nine (9) months written notice of its intent to terminate the contract at the end of the then expiring term. In the event the Contract is extended, the Contractor must provide to the County within reasonable time before expiration of the current contract period or five-year period, a new bond or bonds satisfying the requirements of Section 6.4 of this Contract.

For calendar year 1993, the Service Fee shall not exceed the sum of the appropriate Service Fee components as shown:

(a) By Truck.

1. MSW:

Transport:	\$26.23/ton
Disposal Fee:	\$18.75/ton
<hr/>	
Total:	\$44.98/ton

2. Special Incinerator Ash:

Transport:	\$21.58/ton
Disposal Fee:	\$25.00/ton
<hr/>	
Total:	\$46.58/ton

(b) By Rail Without Loading.

1. MSW:

Transport:	\$19.80/ton
Disposal Fee:	\$18.75/ton
<hr/>	
Total:	\$35.55/ton

2. Special Incinerator Ash:

Transport:	\$15.71/ton
Disposal Fee:	\$25.00/ton
<hr/>	
Total:	\$40.71/ton

(c) By Rail with Loading and Other Necessary Operations or Intermodal Facility.

1. MSW:

Transport:	\$25.99/ton
Disposal Fee:	\$18.75/ton
<hr/>	
Total:	\$44.74/ton

2. Special Incinerator Ash:

Transport:	\$21.22/ton
Disposal Fee:	\$25.00/ton
<hr/>	
Total:	\$46.22/ton

8.2 CPI Adjustment for Service Fee Components. The annual price escalation adjustment for each Service Fee component effective for calendar year 1994 and each subsequent year shall be as follows:

(a) The CPI for the September preceding the beginning of each calendar year will be compared with the CPI for the previous September, to calculate the fractional change in CPI over twelve (12) months. This fractional change will be multiplied by 0.85 to calculate the Contract Adjustment. The previous year's Service Fee Components will then be increased by the Contract Adjustment percentage. These calculations are mathematically as follows:

Let N be the year for which the Service Fee is being calculated.

Let $CPI_{(N-1)}$ be the CPI for the September prior to year N.

Let $CPI_{(N-2)}$ be the CPI for the September two years prior to year N.

Fractional CPI Change = $(CPI_{(N-1)} - CPI_{(N-2)}) / CPI_{(N-2)}$

Contract Adjustment = Fractional CPI Change X 0.85

Service fee Component(N) = $(1 + \text{Contract Adjustment}) \times$
Service Fee Component(N-1)

(b) In the event of a correction to a CPI, the adjusted Service Fee components shall be recalculated using the corrected CPI; however, there will be no recalculation of adjusted Service Fee components for corrections to CPI that occur after the month during which the uncorrected annual adjustment based upon CPI has been in effect.

(c) In the event that the standard reference base period of the CPI is changed, the annual adjustment shall reflect the new base period in the first calendar year the new base period is available. Any unresolved dispute regarding any change in the definition or calculation of the CPI that materially

affects the Service Fee under this Article shall be resolved by arbitration in accordance with Article 16 of the Contract.

8.3 Service Fee Increases Other Than CPI.

(a) Acceptable Increases. The Contractor may, after obtaining the County's approval, which approval may not be unreasonably withheld, increase Service Fees by one hundred percent of the Contractor's reasonable actual increased costs of performing the Project due to the events described below:

1. Uncontrollable Circumstances. Service Fee components shall be increased for Uncontrollable Circumstances only to the extent permitted under Article 9.

2. Change in Laws. Service Fee components shall be increased to reflect the cost of Contractor's compliance with a Change in Law. Except as provided in subsection 8.3(a)(3), below, no increase is permitted to reflect the cost of Contractor's compliance with changes in county (except Skagit County) law applicable only to the Contractor.

3. Change in Certain Taxes, Fees, or Surcharges. Subject to the limitations and conditions of Article 9, Service Fee components may be increased for the imposition of or increases in the rates of federal, state, county, or County taxes, fees (including State/Local Solid Waste Handling Fees) or surcharges applicable to all businesses or to Persons engaged in the solid waste management industry; however, Service Fee components may not be increased for the imposition of or increase in county (except Skagit County) taxes, fees (including State/Local Solid Waste Handling Fees) or surcharges imposed by any county in which a Disposal Site is located.

4. Additional Work. Service Fee components may be increased for additional work performed that has been authorized by the County in accordance with Article 14.

(b) General Conditions and Limitations on Service Fee Increases. Service Fee components may be increased under Section 8.3(a) only for reasonable costs that are actually incurred, net of any available insurance proceeds. No Service Fee increases shall be allowed for any cost increases that are in any way attributable to conditions, structures, operations, or activities caused by the Contractor or its subcontractors, employees, agents, or servants, or are otherwise within Contractor's control.

The Contractor must fully demonstrate and document the need for the requested Service Fee increase to the County's satisfaction as a condition precedent to the Contractor's right to any Service Fee increase under this Section.

(c) Cancellation of Service Fee Increases. On the County's request, Contractor shall immediately provide the County with all documents, information, or other evidence in the Contractor's possession or control that the County requests to determine whether there is a continuing need for the Service Fee increase. The County may at any time cancel any Service Fee increase made under this Article. The Contractor shall reduce the Service Fee accordingly within thirty (30) days of the date the County notifies the Contractor of the County's determination that the need for the increase has expired or that the original increase was made in error. The Contractor shall at all times keep the County informed as to whether any increase remains necessary.

8.4 Service Fee Decreases Other Than CPI.

(a) Acceptable Reductions. Subject to the provisions of this Article, the Contractor shall reduce the Service Fee one hundred percent of any reduction in Contractor's cost of performance under the Contract if the reduced costs are attributable to (1) a condition or event for which Contractor is entitled to reimbursement of increased costs under this Article; (2) a reduction in Contractor's price of Transportation by rail from the Facility resulting from increased rail traffic from the Facility; or (3) deletion of work pursuant to Section 14.3 of this Contract.

(b) Notice. The County shall serve the Contractor with notice and explanation of the County's request that the Contractor reduce Service Fees. Within thirty (30) days of service of that notice, the Contractor shall respond in writing to the County. The written response shall state whether or not the Contractor believes that any reduction in the Service Fee is justified and shall itemize any reduction in cost of performing the Contract. The Contractor shall fully document and otherwise support its response to the County's notice under this Section.

(c) Cancellation of Reductions. Upon petition of the Contractor, the County may at any time cancel reductions made under this Section 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 keep the County informed as to when any reduction is appropriate and when any reduction is no longer appropriate.

8.5 Other Service Fee Adjustments or Charges.

(a) The County may withhold Payment due under this Contract to pay any lien filed against Vehicles or Disposal Sites, or against any real or personal property required to fully perform the Contract including, without limitation, any federal or state tax lien, creditor's lien, mechanic's, or materialmen's lien.

(b) The County shall reimburse the Contractor in accordance with Section 10.4 for the cost of testing, inspecting, handling and/or Disposing of Hazardous Waste.

8.6 Payment.

(a) The Contractor shall provide to the County, by the fifteenth day of each month, an invoice in a format acceptable to the County and accompanied by supporting documentation as required by the County for services performed by the Contractor under this Contract in the preceding month. The County shall pay the Contractor by check, draft, or warrant for the previous month's service within twenty (20) business days of receiving the invoice. If any amount is disputed, the County may withhold payment of that disputed amount. In the event that the County does not pay any undisputed amounts to the Contractor within the time limits established herein, or, in the event that a disputed amount is awarded to the Contractor following arbitration, the Contractor shall be entitled to interest on the unpaid amount at an annual rate of prime + 2% based on the prime rate of SeaFirst Bank, compounded daily. In the event that the County pays an invoice within ten (10) business days of receiving the invoice, the County shall be entitled to a discount equal to one percent (1%) of that invoice.

20

(b) All unresolved disputes concerning the calculation of or adjustment to payments based upon Service Fees or Service Fee components shall be resolved by arbitration in accordance with Article 16. However, the undisputed portion of the adjustment shall be made effective promptly; further adjustment shall be made effective upon the resolution of the dispute under Article 16. In addition to any portion of the disputed adjustment ultimately awarded, the arbitrator may also award to the Contractor interest on the disputed amount from the date the Service Fee or Payment adjustment was effective. The interest rate shall be determined by the arbitrator and interest award paid within a period determined by the arbitrator, but in no event later than twelve months from the effective date of the Service Fee or Payment adjustment. The interest award may be

made by means of a further increase or decrease in the Payment made to the Contractor.

ARTICLE 9

Allocation of Risk; Uncontrollable Circumstances

9.1 Contractor Reliance. The Contractor warrants that prior to submitting its response to the Request for Qualifications/Proposals and entering this Contract, it has examined carefully and acquainted itself with:

- (a) all Contract documents
- (b) Request for Qualifications/Proposals;
- (c) the Project;
- (d) the Facility;
- (e) the difficulties that may be encountered in performing the Project; and
- (f) all applicable federal, state and local laws, regulations, ordinances, codes and rules.

9.2 County Disclaimer. The County does not warrant or admit the correctness of any investigation, interpretation, deduction, or conclusion by the Contractor relative to the condition or conditions of the Disposal Sites, Vehicles or Facility. The Contractor has made and shall make its own deductions and conclusions as to any and all problems that may arise from Facility site conditions and shall accept full legal responsibility and liability for those conditions.

9.3 Uncontrollable Circumstances.

(a) Uncontrollable Circumstances Limited. The Contractor's obligations to provide Transportation and Disposal services and the County's obligation to pay Service Fees under the Contract are subject to Uncontrollable Circumstances that necessarily and unavoidably prevent performance of the Project. No other events, including but not limited to local strikes, lockouts, or other labor disturbances that are restricted to the Contractor's operations under this Contract; vandalism; or equipment or Vehicle malfunction or breakage shall excuse nonperformance.

(b) Notification; Reconstruction; Service Fee Increases. The party with knowledge of the occurrence of an Uncontrollable Circumstance shall notify the other of the event promptly, but in no case more than twenty-four (24) hours after the occurrence of the event. If the occurrence of the Uncontrollable Circumstance damages, destroys, or otherwise incapacitates the Vehicles or Disposal Site, the Contractor shall, at the earliest practicable time, activate the alternate operations plan prepared in accordance with this Contract for correcting, repairing, or reconstructing the affected Vehicles or Disposal Site. If the occurrence is not provided for in that plan, the Contractor shall submit to the County, as soon as practicable, a plan for correcting, repairing, or reconstructing the affected Vehicles or Disposal Site. Either such plan shall include a cost estimate for each element of repair, replacement or reconstruction. The County, at its sole discretion, may require the Contractor to replace, repair, or reconstruct the same. If the County directs the Contractor in writing to so act, the Contractor may increase Service Fees in accordance with Section 8.3(a) by one hundred percent of the Contractor's reasonable actual increased costs of correcting, repairing, or reconstructing the affected Vehicles or Disposal Site, provided that the actual costs so compensated shall not exceed 110% of Contractor's cost estimate.

(c) Obligation to Provide Alternate Facilities. If the Contractor on the occurrence of an Uncontrollable Circumstance, cannot or fails to provide services under this Contract with the primary Vehicles and Disposal Sites, the Contractor shall, upon the County's request, make available to the County alternate Transportation and/or Disposal Sites pursuant to the alternate operations plan prepared in accordance with this Contract. Subject to the conditions and limitations of Article 8, Service Fee components may be increased to reflect reasonable additional Transportation and/or Disposal costs actually incurred because an alternate Disposal Site must be used due to an Uncontrollable Circumstance.

(d) Alternative Remedies for 15% Cost Increase. If the reasonable actual increased cost of remedying the effects of any Uncontrollable Circumstance will or is estimated to increase the Service Fee more than fifteen percent for more than one year, or, in the event of an increase in or imposition of a State/Local Solid Waste Handling Fee that exceeds fifteen percent of the Service Fee, not including the State/Local Solid Waste Handling Fee, the County may, in its sole discretion and as an alternative to a Service Fee component increase do one or more of the following:

1. purchase the Vehicles, except rail and/or marine facilities, at a price equal to the fair market value of those Vehicles before the occurrence of the Uncontrollable Circumstance; and

2. continue to dispose Acceptable Waste at the Roosevelt Regional Landfill at the then-current disposal rate or charge applicable in the absence of a contract; or

3. procure Waste disposal services at any other solid waste disposal site.

(e) Termination of Contract Due to Uncontrollable Circumstances. Upon the occurrence of an Uncontrollable Circumstance, the County shall calculate any increase in the Service Fee as a result of that event. The County shall compare the Service Fee as increased by a result of that event to the Service Fee which would have been in effect if that event had not occurred. The comparison shall be computed on a per month basis after adjustment for other increases provided for in Article 7 and in Article 8.

The County may, at its option, terminate this Contract effective thirty (30) days after the County gives the Contractor written notice of termination upon the occurrence of any Uncontrollable Circumstance which:

(1) prevents the Contractor from Transporting and Disposing of Acceptable Waste for a period of one hundred twenty consecutive days or one hundred twenty days (whether or not consecutive) out of any one hundred eighty-day period; or

(2) if the cumulative increase in the Service Fee as a result of any and all Uncontrollable Circumstances is greater than twenty-five percent (25%), excluding all adjustments to the Service Fee otherwise authorized by the Contract (including without limitation CPI adjustments).

Notwithstanding anything to the contrary in this Section, if the County provides the Contractor with written notice of its intention to terminate this Contract pursuant to (e)(2), above, then, if the Contractor elects to forego that portion of the increase that causes the Service Fee to increase more than twenty-five percent, the County's right of termination may not be exercised.

(f) Disputes. Unresolved disputes concerning the calculation of the cost of remedying the effects of an Uncontrollable Circumstance or the fair market value of Vehicles

under this Section shall be resolved by arbitration in accordance with Article 16.

9.4 Insurable Uncontrollable Circumstances. If any of the Vehicles or Disposal Sites are damaged or destroyed due to explosion, floods, fire, or other events for which the Contractor is obligated to carry insurance, the Contractor shall act diligently to promptly collect and apply insurance proceeds to the correction or reconstruction of those Vehicles or Disposal Sites.

ARTICLE 10

Ownership; Inspection of Waste; Hazardous Waste

10.1 Ownership. Subject to the limitations and conditions of this Article, title to Waste that is Loaded into a Container or Transfer Trailer shall pass to the Contractor upon completion of Loading.

10.2 Facility Inspection Program. The County shall establish and maintain a program of operating and monitoring procedures for the Facility to prevent the Loading of Hazardous Waste into the Containers or Transfer Trailers. Operators at the Facility shall be instructed and trained to implement the program.

10.3 Waste Inspection at Disposal Site; Handling of Suspected Hazardous Waste. The Contractor may inspect the contents of all Containers or Transfer Trailers delivered to the Disposal Site under this Contract. The County may be present to observe any inspection conducted under this Article and may, at its sole discretion and cost, inspect any Waste delivered to the Disposal Site under this Contract.

If the Contractor discovers Hazardous Waste that does not qualify as Special Incinerator Ash under WAC 173-306 or Waste that the Contractor suspects is Hazardous Waste (hereinafter referred to as "Suspect Waste") in a Loaded Container or Transfer Trailer, the Contractor shall:

(a) notify the County of the discovery within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next day the County is open for business;

(b) gather, preserve, maintain and make available to the County all evidence demonstrating that the Suspect Waste was delivered to the Contractor pursuant to this Contract, including

without limitation, the origin of the Container or Transfer Trailer containing the Suspect Waste, the time the Container or Transfer Trailer was delivered to the Disposal Site, any photographs of the Suspect Waste taken that might establish that the waste is Hazardous Waste and/or was delivered pursuant to this Contract, samples of Waste from the Container or Transfer Trailer that may demonstrate that they were delivered to the Disposal Site under this Contract and/or may demonstrate the origin of the Suspect Waste, laboratory results (if any), any statements or documentation provided by federal, state, or local authorities and any other material the County reasonably believes is relevant;

(c) test or arrange to have tested, at the Contractor's own expense, the Suspect Waste to ascertain whether that Waste is Hazardous Waste;

(d) permit the County to inspect that Suspect Waste within 72 hours of notice by the Contractor to the County of the existence of that Suspect Waste, test the Suspect Waste within a reasonable period of time and examine all other evidence gathered by the Contractor under Section 10.3(b), above, at any time after the discovery of that Suspect Waste; for purposes of any inspection conducted pursuant to this Section, the County shall have unrestricted access to the Disposal Site and/or any other site or facility at which the Suspect Waste is located; and

(e) dispose of the Suspect Waste and seek reimbursement from the County for the actual reasonable cost of that disposal in accordance with Section 10.4.

10.5 Liability for Testing, Inspecting, Handling and/or Disposing of Hazardous Waste. If, after inspecting and/or testing the Suspect Waste the Contractor discovers no Hazardous Waste, or discovers that the Hazardous Waste was not delivered to the Disposal Site under this Contract, the Contractor shall dispose of that Waste at no additional cost to the County and shall reimburse the County for the County costs, if any, of inspecting and/or testing that Waste, including but not limited to laboratory fees, transportation and handling costs and the inspector's food, transportation, lodging and labor costs.

If Hazardous Waste is discovered at the Disposal Site and there is proof satisfactory to the County (acting reasonably) that the Hazardous Waste was delivered to the Disposal Site under this Contract, the County shall pay or reimburse the Contractor for, subject to the limitations and conditions of this Article, the actual reasonable cost of the inspection, testing,

identification, handling and disposal of that Hazardous Waste. Payment or reimbursement by the County will only be made if the Contractor:

(a) complies with the requirements of this Article including, but not limited to, subsections 10.3(a) through (e), above;

(b) assists the County to the extent possible in ascertaining the Person previously owning or responsible for the delivery of the Hazardous Waste to the Recycling/Transfer Station or Facility; and

(c) documents its actual costs, the reasonableness of those costs and that the costs represent the least costly method of inspecting, testing, identifying, handling and/or disposing of the Hazardous Waste in compliance with applicable federal, state, or local law.

Any payment or reimbursement made by the County to the Contractor under this Section shall be paid in four consecutive monthly installments or a single lump sum payment at the County's sole discretion. The first installment or the lump sum payment shall be paid thirty (30) days after the Hazardous Waste was discovered at the Disposal Site pursuant to this Article. The County shall also pay to the Contractor interest accruing on any payment due under this Article from the date the costs are incurred to handle and Dispose of the Hazardous Waste to the date payment for that handling and Disposal is made. Any unresolved disputes arising under this Article relating to the Contractor's actual reasonable costs shall be resolved by arbitration in accordance with Article 16.

10.5 Notice of Change in Law--Unacceptable Waste. In the event Contractor Disposes of Waste under this Contract at a Disposal Site located outside of the State of Washington, Contractor shall provide the County with notice of any change in the law of such state which regulates the type of materials which may lawfully be transported to, and/or Disposed of at such Disposal Site, within 48 hours of receipt by Contractor of knowledge of such change.

10.6 Recycling or Re-use of Waste. The Contractor shall have the right to recycle or re-use any Waste to which it receives title under this Contract if Contractor receives prior written approval from County, and to retain any payments its receives for the sale of recycled or re-used materials.

ARTICLE 11

Indemnification

11.1 Indemnification of County. The Contractor shall at all times indemnify, hold harmless and defend the County, its elected officials, officers, employees, agents and representatives, from and against any and all losses, damages, costs, charges, expenses, judgments, liabilities (except those resulting solely from the County's negligence) and attorney's fees (including those fees to establish the right to indemnification) (collectively, the "losses"), directly or indirectly resulting from, arising out of, or related to one or more claims described in this Section. The term, "claims," as used in this Article 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, claims, 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, the Contractor or any other person and all property owned or claimed by the County, the Contractor, any affiliate of the Contractor, or any other person), in any way connected with:

(a) the performance or nonperformance of any provision or requirement of this Contract, including, but not limited to, Transportation and Disposal services by Contractor, its officers, employees, subcontractors, agents, or servants;

(b) any act or omission of Contractor, its officers, employees, subcontractors, agents, or servants at the Disposal Site, or in proceeding to or from the Disposal Site;

(c) the failure of Contractor, its officers, employees, subcontractors, agents, or servants to comply in any respect with the provisions and requirements of all applicable permits, licenses, laws, statutes, regulations, ordinances, codes, orders and all other legal requirements of federal, state, regional, county and local government authorities and agencies having jurisdiction over the relevant activities of the Contractor;

(d) any release(s) or emissions(s), or threatened release(s) or emission(s) of Waste, Hazardous Waste, or any dangerous substance by any Person(s) at, onto, into, above, under, through, or from any of the Vehicles or Disposal Sites

subject to the limitations and conditions in Section 11.2, below;
or

(e) defects in or damage to the Vehicles or Disposal Sites caused by the Contractor, its employees', agents', or subcontractors' negligence or failure to maintain the Vehicles in accordance with the manufacturer's instructions or schedules.

11.2 Hazardous Waste Liability. Notwithstanding Section 11.1, above, the County shall be liable for losses incurred during Long-Haul Transportation caused solely by the presence of Hazardous Waste in a Container or Transfer Trailer.

11.3 Comprehensive Indemnification. The obligations of the Contractor under this Article shall apply to all losses and/or claims related to the Project whether the losses and/or claims are or are not asserted in a judicial forum; however, the Contractor shall not be liable for losses that arise from the negligence of the County, its agents, or employees to the degree those losses are caused by that negligence.

The County shall not be liable to the Contractor for, and the Contractor hereby releases the County from all liability for any injuries, damages, or destruction to all or a part of property owned or claimed by the Contractor that directly or indirectly results from, arises out of or relates to the Project, unless that liability arises from the negligence of the County, its agents, or employees and, in that event, the County shall be liable only to the extent of that negligence. Except as expressly provided in the Contract Documents, the County shall have no duty to reimburse the Contractor for, nor hold the Contractor harmless or indemnify or defend it against claims related to any negligent act or omission of the Contractor for the Project.

11.4 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 Article. The Contractor shall notify the County within twenty-one (21) days of the notice of the action whether it will undertake the investigation and defense of the County; provided, however, on demand of the County, the Contractor shall at its own cost and expense, defend and provide qualified attorneys acceptable to the County under service contracts acceptable to

the County to defend the County, its officers, employees, agents and servants against all claims.

The County, at its own discretion, may employ separate counsel and participate in the investigation and defense but the County shall pay the fees and expenses of that counsel unless the Contractor has agreed otherwise.

11.5 Beneficiaries of Indemnification Provisions. The foregoing indemnification and hold harmless provisions are for the sole and exclusive benefit and protection of the County, the Contractor, and any affiliates of the Contractor and their respective officers, officials, agents and employees, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than the County and the Contractor and their respective officers, officials, agents and employees.

11.6 Waiver of Industrial Insurance Immunity. It is further specifically and expressly understood that the indemnification provided in this Article constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

11.7 Royalties; Licenses Fees; Patents. The Contractor shall pay all 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 harmless from any loss on account thereof.

11.8 No Waiver. Except as otherwise expressly stated herein, the parties do not under this Article waive or surrender indemnity available under any federal, state, regional, or local law. This Article shall survive termination or expiration of the Contract.

ARTICLE 12

Insurance

12.1 General. The Contractor shall provide, maintain and pay for the insurance coverage designated in this Article from an insurance company or companies approved by the County and licensed in the State of Washington at all times during the Term of the Contract. The insurance must fully protect the County from any and all claims, risks and losses in connection with any activity performed by Contractor under this Contract, except Uncontrollable Circumstances unless otherwise designated as

insurable events under Section 9.4. The Contractor shall give the County thirty (30) calendar days' prior written notice of any cancellation, reduction, or modification of the insurance required under this Article.

12.2 Replacement Insurance. In the event the Contractor breaches any provision of this Article, the County, at its sole discretion, may procure and maintain, at the Contractor's sole expense, insurance to the extent the County deems proper. The County may offset the cost of that insurance against the Payment due under this Contract.

12.3 Change in Law. The Contractor immediately shall increase the amounts of insurance required to reflect any changes in State law, federal law, or other applicable law to ensure that the insurance provided shall cover, at a minimum and in addition to the designated insurance requirements listed in this Article, the maximum limits under any applicable tort claims act. The coverage limits set forth in this Article shall increase or decrease annually to reflect one hundred percent of the increase or decrease in the CPI for the previous year.

12.4 Failure to Provide Insurance. The Contractor's failure to fully comply with any provision of this Article shall be considered a Class C Default of this Contract.

12.5 Insurance Coverage. Prior to initiation of the service under this Contract and throughout the Term of the Contract, the Contractor shall obtain and maintain the following insurance coverages which may be modified from time to time by mutual agreement between the County and Contractor:

(a) Worker's Compensation Insurance as required by law;

(b) Employer's Liability Insurance with a minimum limit of \$100,000 each accident;

(c) Comprehensive or Commercial General Liability insurance, including products/completed operations, blanket contractual and personal injury liability, and professional liability insurance with limits of \$1,000,000 each occurrence, combined bodily injury and property damage; \$2,000,000 aggregate; and

(d) Comprehensive (Business) Automobile Liability Insurance covering all owned, nonowned and hired vehicles with limits of liability of \$1,000,000 each occurrence, combined bodily injury and property damage.

(e) Pollution Liability insurance covering bodily injury and property damage to third parties occurring because of sudden or gradual pollution from all operations contemplated in this Contract with limits of \$3,000,000 per occurrence; \$6,000,000 aggregate.

A Certificate of Insurance shall be filed with the County. The Certificate shall reflect all insurance coverage required by this Contract. The County will be named as an additional insured with respect to claims arising out of the operations of the Contractor under the above liability insurance policies. The County will be furnished annually with Certificates of Insurance in a form satisfactory to the County, and all policies shall provide for thirty (30) days' advance written notice of material change, cancellation, or nonrenewal.

ARTICLE 13

Coordination Meetings

13.1 Initial Coordination Meeting. Prior to the commencement of services under this Contract, the Contractor, County, principal subcontractors and others requested by either party shall meet to discuss scheduling, processes, materials, change orders, personnel and any other matters the parties deem appropriate.

13.2 Periodic Coordination Meetings and Reports. The County and the Contractor shall hold periodic coordination meetings in Skagit County no less than every three months to review the progress of the work and to discuss operations, problems and/or complaints made by third parties. Either the County or the Contractor may organize, call and notify the other party of that meeting. If requested, either party shall submit a written report to the other party at least one week before any meeting regarding operations, problems, complaints, or any other matter arising under the Contract.

ARTICLE 14

Additional or Deleted Work

14.1 Payment or Credit for Additional Services. All requests for payment for services or work under this Contract, in addition to the services or work described in the Contract Documents, shall be made only under the conditions and procedures of this Article. For purposes of this Article, the term, "additional work," means work that is in addition to the Project

or other work required to be performed under the Contract Documents or any amendments thereof, but does not include any work required to comply with any changes in law, statutes, rules, regulations, ordinances, permit(s), permit conditions, or regulatory provisions. Nothing in this Article is intended to negate or lessen any other precondition or procedure for payment or reimbursement provided in this Contract.

14.2 Additional Work. The County shall submit to the Contractor a written request to perform any work or services that exceed Contractor's obligations under this Contract. Within twenty-one (21) days of that request, the Contractor shall submit to the County an itemized proposal stating (a) the Contractor's actual costs, exclusive of any profit, return on investment or margin, for performing the additional work or services; (b) a schedule; and (c) the impact the performance of that additional work or services will have on the Contractor's performance under this Contract. The Contractor's Proposal shall be based upon the least costly method for performing the additional work or services that complies with applicable law and industry standards.

Upon receipt of the Contractor's Proposal, the County shall have authority to order Contractor to perform the relevant additional work or services whether or not the County accepts the Contractor's proposal, for an increase in Service Fees equal to the Contractor's actual reasonable costs of performing that work or services, plus five percent (5%) of those costs; the Contractor shall comply with that order. If the County approves the Contractor's written request for additional work or services and proposal, the County shall notify the Contractor in writing and order the Contractor to proceed. The Contractor shall not be entitled to Service Fee increases for additional work or services performed unless the County orders the Contractor to perform the work or services in accordance with this Article.

14.3 Deleted Work. The County may submit to the Contractor a written request to delete one or more of the Contractor's obligations under this Contract. Within twenty-one (21) days of receipt of that request, Contractor shall submit an itemized proposal stating (a) the Contractor's cost savings for deleting such work; (b) a schedule; and (c) the impact that deletion of such work would have upon Contractor's performance under this Contract.

Upon receipt of Contractor's proposal, the County may order Contractor to delete the relevant work in accordance with Contractor's proposal, for a decrease in service fees equal to Contractor's actual decreased costs.

14.4 Dispute Over Fees. Unresolved disputes concerning the calculation of or adjustments to Service Fees under this Article shall be resolved by arbitration in accordance with Article 16.

ARTICLE 15

Defaults in Performance of the Contract

15.1 Contractor Default. There shall be four classes of defaults by the Contractor in its performance under this Contract:

(a) A Class A Default is:

1. the Contractor's failure to commence Waste Transportation and Disposal service from the Facility and with Vehicles and Disposal Sites properly permitted by law and in substantial and material compliance with the Proposal Requirements, on the date designated by the County; or

2. without the consent of the Contractor, the entrance of a decree or order under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization, trustee or similar official of Contractor or any substantial part of its properties, and such decree or order shall remain in effect (and not be stayed) for sixty consecutive days.

(b) A Class B Default includes, on the commencement of services under this Contract, the Contractor's:

1. failure to substantially perform the basic Transportation and/or Disposal services under this Contract on three or more occasions of three days' duration in any given year;

2. failure to perform the basic Transport and/or Disposal services required under this Contract and it appears to the County's Representative, in that Representative's reasonable judgment, that the Contractor has abandoned the Project;

3. direct or indirect change of control or transfer of a direct or indirect controlling interest in the beneficial ownership of the Contractor other than as expressly permitted under Section 17.2;

4. contamination of the environment in violation of any applicable law as a result of its operations under this Contract; or

5. the filing by Contractor of a petition, answer or consent seeking relief under Title 11 of the United States Code, or any other similar applicable bankruptcy, insolvency, reorganization or other similar law, or consent to the institution of proceedings thereunder or the filing of that petition or to the appointment of a receiver, liquidator, trustee, or other similar official of the Contractor or of any substantial part of the properties of the Contractor, or the making of a general assignment for the benefit of a creditor.

(c) A Class C default includes the Contractor's:

1. failure to procure and/or maintain a Contract performance Bond and/or other financial guarantee under Section 6.4; or

2. failure to procure and maintain insurance under Article 12.

(d) A Class D default includes any other failure by the Contractor to perform its obligations under this Contract.

15.2 Consequences of Contractor Defaults.

(a) Class A Default. In the event of a Class A default, the Contractor or Surety shall be permitted to remedy the default within ninety (90) days from notice by the County and shall pay to the County, from the date of that notice to the date the default is remedied, liquidated damages in the amount of \$5,000 per day. If the Class A default is not remedied within ninety (90) days of that notice, the County may, at its sole option:

1. be released from its obligations under this Contract and use any other method or Person to transport and/or dispose of Waste and may sue for actual damages;

2. seek judicial remedy of specific performance;

3. pursue any combination of the foregoing or any other remedy provided under this Contract; or

4. foreclose on the performance bond required by Section 6.4.

(b) Class B Default. In the event of a Class B default, the Contractor or Surety shall be permitted to remedy the default within ten (10) days from notice by the County and shall pay to the County the County's actual damages and costs for providing alternative Transportation and/or Disposal of Waste.

If the Class B default is not remedied within ten (10) days, the County may, at its sole option:

1. be released from its obligations under this Contract and use any other method or Person to transport and/or dispose of Waste and may sue for damages;

2. seek judicial remedy of specific performance;
or

3. after the expiration of the ten-day notice period, charge the Contractor an amount equal to actual tons of Acceptable Waste disposed by the County each day through any other means multiplied by forty percent of the Service Fees then in effect per day for each day the Contractor fails to perform services due to the defaults set forth in Section 15.1(b)(2) or (3).

4. pursue any combination of the foregoing or any other remedy provided under this Contract.

(c) Class C Default. In the event of a Class C default, the Contractor or the Surety shall be permitted to remedy the default within fifteen (15) days from notice by the County and from the date of that notice to the date the default is remedied shall pay to the County liquidated damages in the following amounts:

1. failure to procure and/or maintain insurance of the types and in the amounts required by Article 12: a per-day fee equal to twice the annual cost of obtaining that insurance on the day of the default divided by 365 (i.e., twice the daily cost of the insurance); and

2. failure to procure and/or maintain the bond or other financial guarantee required in Section 6.4: \$500 per day.

If a Class C default is not remedied within fifteen (15) days, the County may, at its sole option, exercise any of the remedies set forth for remedy of a Class B default under this section.

(d) Class D Default. In the event of a Class D default, other than a delay of operations, the Contractor or the Surety shall be permitted to remedy the default within thirty (30) days from written notice by the County and, if the default is not remedied within that thirty days, shall thereafter pay to the County liquidated damages in the amount of \$500 per day until the date the default is remedied, plus the County's actual damages. In the event of a delay of operations, the Contractor shall pay to the County \$1,000 for each day operations are delayed. If a Class D default occurs on a chronic basis, is material to the operations under the Contract and is not remedied, the County may, at its sole option, terminate the Contract.

15.3 Default Procedure.

(a) Notice. To initiate default proceedings under this Article, the County's Representative shall give written notice to the Contractor's Representative and its Surety of the County's intention to declare the Contractor in default. Unless the Contractor promptly shows cause to the County's satisfaction why it should not be declared in default under the Contract, the County shall declare the Contractor in default.

(b) Performance by Surety. In the event that the County orders the Contractor to discontinue further performance under the Contract and transfers the Contractor's obligation to perform to the Surety, the Surety shall, within twenty-four (24) hours, assume performance of the Contract and, as soon thereafter as possible, but no later than seventy-two (72) hours after the County transfers the Contractor's obligations to the Surety, take possession of all Vehicles and Disposal Sites necessary to perform under the Contract, employ those Persons needed to perform the work and purchase, lease, or otherwise provide any necessary Vehicles or Disposal Sites. The Surety's action under this Section shall not relieve it of its obligations under the Contract and the bond. If the County transfers performance to the Surety, the County shall make payments to the Surety or its agent for all work performed under the Contract subsequent to that transfer in an amount equal to the amount due the Contractor had it performed in the manner and to the extent of Surety's performance.

(c) Failure by the Surety; County Substitution. If the Surety fails to effectively and competently assume or continue performance within ten (10) days of the effective date of notice from the County, the County may exercise its rights to foreclose on the performance bond.

(d) General. Any amount due the Contractor under this Contract at the time of default shall be reduced by the damages suffered and expenses incurred by the County due to the default. If the County obtains substitute performance upon default at a cost less than then-current Service Fees, the County shall retain that difference.

A delay or interruption in the performance of all or any part of the Contract resulting from Uncontrollable Circumstances shall not be deemed a default under this Section.

The County shall not be bound to the Contract by any trustee or receiver appointed to take possession of any of the Vehicles, Disposal Sites, or the Contractor's business.

15.4 County Default. For each and every event of default by the County under Article 7, within ten (10) days of notice by the Contractor, except as provided in subsection (d) below, and after the County has failed to cure the default or give Contractor reasonable assurances that the default or threatened default will be promptly cured, the Contractor shall have the right to all of the following remedies to the extent provided by law:

(a) Injunctive Relief. For each and every default, the Contractor shall be entitled to the remedy of a permanent or temporary injunction, either in mandatory or prohibitory form, it being agreed that, in the case of a default, the Contractor's remedy at law is inadequate. If a court of competent jurisdiction finds that Contractor is entitled to injunctive relief by virtue of a default by the County, the County and Contractor agree that Contractor shall not be required to post a bond in excess of \$1,000. If the governing body of the County places as an agenda item before its deliberative body any proposed ordinance, rule, or other regulation that threatens, on its effective date, to precipitate a default of the County's responsibilities under Article 7, the Contractor may seek an injunction from a court of competent jurisdiction enjoining the County's deliberative body from enacting that ordinance, rule, or regulation. If a court of competent jurisdiction grants Contractor a prepassage injunction, it is agreed between the County and the Contractor that Contractor shall not be required to post a bond in excess of \$1,000.

(b) Actual Damages. For each and every default, in its discretion, the Contractor shall be entitled to recover its actual reasonable damages.

(c) Termination or Suspension of Contractor's Performance of the Contract. For each and every default, Contractor shall be entitled to terminate or suspend Contractor's performance of the Contract if the County has not either remedied the default within one hundred twenty (120) days of notice or has become a party to judicial or arbitration proceedings to resolve this dispute regarding the adequacy of its performance.

15.5 No Waiver by County. Nothing in this Article, and no actions taken pursuant to this Article shall constitute a waiver or surrender of any rights, remedies, claims, or causes of action the County may have against the Contractor or its Surety under any other provision of this Contract or any provision of law.

15.6 Termination of Contract. Subject to the provisions of Article 9, if an Uncontrollable Circumstance occurs and prevents the County or the Contractor from performing the Contract (except for an increase in or imposition of a State/Local Solid Waste Handling Fee enacted by the County or a change in County law that makes performance impossible), the County shall have the right, in its sole discretion, to terminate this Contract.

ARTICLE 16

Arbitration, Judicial Venue and Governing Law

16.1 Arbitration for Calculations. Subject to the conditions and limitations of this Article, controversies or claims arising out of or relating to the Service Fee, Payment, or other calculations under Articles 6, 7, 8 and 15 of this Contract and any other unresolved disputes designated for arbitration in the Contract, shall be exclusively settled by arbitration under the laws of the State of Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules" for purposes of this Article). The decision of the arbitrator shall be final and binding on both parties and the Surety.

16.2 One Arbitrator. All arbitrated disputes shall be heard and decided by one arbitrator.

16.3 Limited Consolidation. There shall be no consolidation of any arbitration between the County and the Contractor with any other arbitration not involving, arising from, or relating to this Project.

16.4 Expedited Procedure. In the event that the County determines, in its sole opinion, that the public interest

requires a speedy resolution of any arbitrable controversy or claim regardless of the amount, the County shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the AAA Rules (Rules 54 through 58).

16.5 Jurisdiction; Venue. Each party to the Contract and the Surety accept jurisdiction of the courts of the State of Washington for the purposes of commencing, conducting and enforcing arbitration proceedings and agree to accept written notice of the arbitration proceedings sent by certified letter addressed to the party of intention. The parties agree that proper venue for any judicial proceeding to enforce any decision or award made by an arbitrator under this Article shall be exclusively in Skagit County, in the State of Washington.

16.6 Nonarbitrable Disputes. The parties agree that the proper venue for any judicial proceeding brought under this Contract or any subcontract made pursuant to this Contract that is not subject to resolution by arbitration under this Article shall be the Superior Court of the State of Washington, in Skagit County.

16.7 Arbitrator's Fees; Attorney's Fees. The parties shall share the cost of any arbitration conducted under this Article as provided by the AAA Rules. In the event suit or action or arbitration is instituted to enforce any right granted herein, if either party substantially prevails, it shall be awarded its attorney's fees and costs, including but not limited to expert witness fees.

16.8 Standing. Only the County and the Contractor shall have standing to bring or become a party to arbitration claims or legal actions under this Contract.

ARTICLE 17

Successors; Assignment

17.1 Contractor Delegation. The County executes this Contract with the Contractor as a qualified party to accomplish the Project. The Contractor's delegation of any Contract duties shall be subject to Article 4 of this Contract. Any delegation of duties shall not relieve the Contractor or the Surety of any liability and/or obligation to perform.

17.2 Assignment. The Contractor shall not assign any rights or obligations under or arising from this Contract without the prior written consent of the County, which shall not be unreasonably withheld; provided, however, that nothing herein

shall prevent the Contractor from admitting additional partners or prevent a partner from assigning a portion of its interest, so long as Contractor remains controlled, fifty (50) percent, directly or indirectly, by Warren J. Razore, Carmen Razore Sepic, Marie Razore Schulze and their heirs. Unless specifically approved in writing by the County, any assignment shall not relieve the assignor of any liability hereunder.

17.3 Binding Effect. This Contract shall be binding on any and all successors or assignees in accordance with this Article.

ARTICLE 18

Guarantees and Warranties

18.1 Guarantees and Warranties Required by Contract. The Contractor shall provide to the County any and all warranties and guarantees specifically or implicitly required by any of the Contract Documents.

18.2 Other Guarantees and Warranties. The Contractor shall provide warranties and guarantees not already specifically required by the contract Documents that may be reasonably necessary to ensure the viability of the County's rights and remedies under this Contract.

18.3 Contractor Repair of Defects. Within a reasonable time after receiving written notice, the Contractor shall correct any defects in workmanship that exist prior to or during the period of any guarantee and any damage caused by those defects or the repairing of those defects, at its own expense and without cost to the County or interruption of the Project.

18.4 Independent Guarantees and Warranties. The guarantees and warranties described in this Article shall not be construed to modify, limit, or lessen in any way, any rights or remedies that the County may otherwise have against the Contractor or the Surety.

ARTICLE 19

Dissolution of the County and Successor to the County

19.1 In the event that the County is dissolved or its solid waste functions and power relative to this Contract are taken from the County by legislative act, or by referendum of the people, or by agreement, all of the duties, rights and remedies of the County under the Contract, including, but not limited to, any bonds executed for this Contract, shall remain in full force

and effect and shall be transferred to either: (1) the successor to the County as specified by the legislative act or referendum by which the County is dissolved; or (2) if no successor to the County is specified by the relevant legislation or referendum, the State of Washington, which shall be deemed to be the successor to the County under this Contract.

ARTICLE 20

Term

20.1 The Term of the Contract shall begin on its execution and end ten (10) years from the date Waste is first accepted by the Contractor. The Contract shall automatically be extended for four (4) additional five-year periods under the same provisions and for the same Service Fees calculated in accordance with Article 8 of this Contract, unless the County gives the Contractor nine (9) months' written notice of its intent to terminate the contract at the end of the then-expiring term. In the event the Contract is extended, the Contractor must provide to the County, within a reasonable time before the expiration of the current ten- or five-year period, a new bond or bonds satisfying the requirements of Section 6.4.

DATED this 4th day of October, 1993.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

By Bob Hart 10-4-93
Bob Hart, Chairman

By Robby Robinson
Robby Robinson, Commissioner

By Harvey Wolden
Harvey Wolden, Commissioner

APPROVED AS TO FORM:

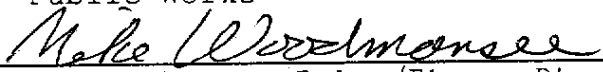
By John R. Moffat
John R. Moffat, Chief Civil
Deputy, Skagit County
Prosecuting Attorney

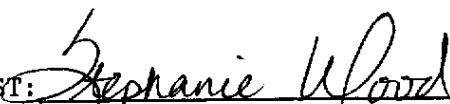
APPROVED AS TO INDEMNIFICATION:

By 
Dave Fleming, Risk Manager

APPROVED AS TO CONTENT:


By 
Rich Medved, Director of
Public Works

By 
Mike Woodmansee, Budget/Finance Director

ATTEST: 
Clerk of the Board of Skagit
County Commissioners

REGIONAL DISPOSAL COMPANY

By: W.J.R. Environmental,
Inc.
Managing Partner

By 
Warren J. Razole,
President

LM-1008.DOC

**RESOLUTIONS OF
REGIONAL DISPOSAL COMPANY**

WHEREAS, the Partners of the Joint Venture have reviewed certain agreements for the performance of solid waste services for Skagit County, Washington, and have determined it to be in the best interests of the Joint Venture to enter into said contracts; and

WHEREAS, the Joint Venture Agreement for Regional Disposal Company appoints WJR Environmental, Inc. as Managing Partner of the Joint Venture;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Managing Partner of the Joint Venture is authorized to execute and deliver, on behalf of the Joint Venture, that certain Agreement Between Regional Disposal Company and Skagit County, Washington Regarding Solid Waste Transportation and Disposal Services, by and between the Joint Venture and Skagit County, Washington, and

RESOLVED FURTHER, that the said Managing Partner is authorized to execute and deliver such additional documents and take such additional actions as it shall deem necessary or desirable to carry out the purposes of the foregoing resolutions, as conclusively evidenced by the execution and delivery of such documents and the taking of such actions. The execution and delivery of such documents shall constitute conclusive evidence that the terms thereof were deemed necessary and desirable.

DATED this 29 day of September, 1993.

RABANCO REGIONAL LANDFILL COMPANY

By Warren J. Razole
Warren J. Razole, Representative

WJR ENVIRONMENTAL, INC.

By Warren J. Razole
Warren J. Razole, Representative

WASTE ASSOCIATES, INC.

By Warren J. Razole
Warren J. Razole, Representative

MJS ASSOCIATES, INC.

By Warren J. Razole
Warren J. Razole, Representative

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT NO. 001795

Skagit County desires to supplement the agreement entered into with Regional Disposal Company and executed on October 4, 1993 and identified as Agreement No. 001795.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

IN WITNESS WHEREOF, THE PARTIES hereto entered into this Agreement as of the day and year above written.

EXECUTED by the CONTRACTOR January 5, 1996.

Regional Disposal Company
CONTRACTOR
Wanda D. Jones
(SIGNATURE)
President
(TITLE OF SIGNATORY)

Mailing Address:
(Street address required
in addition to P.O. Box)
200 - 112th Avenue Northeast
Suite 200
Bellevue, Washington 98004
(FORM W-9 ATTACHED)

Approved as to Indemnification:
DAVE FLEMING
By: DAVE FLEMING, Risk Manager

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Robert Hart 1-16-96
ROBERT HART, Chairman
Harvey Wolden
HARVEY WOLDEN, Commissioner
Ted W. Anderson
TED W. ANDERSON, Commissioner

Approved as to Content:
Janette Keiser
By: Janette A. Keiser
P.E., J.D. - County Engineer/Director
Mike Woodhanses
By: MIKE WOODHANSEES,
Budget/Finance Director

Approved as to Form Only:
John R. Moffat
By: JOHN HOFFAT,
Deputy Prosecuting Attorney

Attest:
Debbly Sims
By: DEBBY SIMS, Clerk of the Board

COPY

cc: Aceta 1-18-95, Stephan

EXHIBIT "A"

TO

SUPPLEMENT NO. 1

OF

PERSONAL SERVICES AGREEMENT NO. 001795

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Article 8 - Service Fees and Contractor Compensation
Subsection 8.1 - Base Fee

New sections are added as follows:

(d) By Truck

1. MSW Compacted	\$24.47/ ton
Transportation	\$18.75/ ton
<u>Disposal</u>	\$43.22/ ton
Total:	

The above rate is for compacted MSW carried in forty (40) foot containers. The minimum average weight for the forty (40) foot containers will be twenty seven (27) tons. This rate will be retroactive to October 1, 1995. Effective November 1, 1995, Regional Disposal Company will begin calculating the average container weight for the forty (40) foot container loads, for the purpose of calculating an annual average. If Skagit County fails to maintain an average of twenty seven (27) tons per container on an annual average, then Skagit County will pay Regional Disposal Company a penalty for the difference. The penalty payment will be based on the following:

If Skagit County fails to meet the annual average container weight of twenty seven (27) tons, net payload per container, the County will pay Regional Disposal Company, in twelve monthly installments, the difference between the amount that Skagit County would have paid for transportation, if it had met the annual average container weight, and the amount actually paid by Skagit County for transportation. The difference shall be calculated as follows:

$$\text{Difference} = ((27/\text{ACW})-1) \times T$$

ACW = Actual average annual container weight.
(net payload per container)

T = Total annual charge for transportation.

(e) Purchase Amfab Model 150 Compactor

Skagit County will purchase from Regional Disposal Company one (1) new Amfab Model 150 Compactor, with payments being made over the remaining term of the contract. Payment will be made based on the following:

Amfab Model 150 Compactor (include tax)	\$300,000.00
Installation (include tax)	\$ 49,029.89
Total principle	\$349,029.89
Annual Principle	\$ 43,628.74
Annual Interest (8.5%)	\$ 16,650.66
Annual Addition Work Overhead (5%)	\$ 3,013.97
Total Annual Payment	\$ 63,293.37

Estimated Payment per ton (at 60,000 tons/ year) \$ 1.05

A fee of \$1.05 per ton on every ton of compacted MSW up to \$63,293.37 will be charged until October 1, 2003. The annual tons will be calculated from October 1 through September 30, for each year. If the total of the fees for the year is less than the \$63,293.37, then Skagit County will be billed the amount underpaid in one lump sum, and that sum will be due thirty (30) days from billing. If the total of the fees for the year is more than the \$63,293.37, then the amount overpaid will be deducted from the October bill.

There will be no CPI adjustment made to this fee.

Regional Disposal Company shall transfer all warranties and guarantees for the compactor to Skagit County.

COPY

**SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT NO. 001795**

Skagit County desires to supplement the Agreement entered into with Regional Disposal Company and executed on October 4, 1993, and identified as Agreement No. 001795, and Supplemental Agreement No. 1, executed on January 16, 1996.

All provisions in the Basic Agreement, and Supplement No. 1 remain in effect except as expressly modified by this Supplement.

The changes to the Agreements are described as set forth in the attached Exhibit A, and by this reference made a part of this Supplement.

This Supplemental Agreement is conditioned on Contractor obtaining a lease, satisfactory to it in its sole discretion, for an intermodal facility in Skagit County on or before September 30, 1998. In the event Contractor obtains a lease satisfactory to it on or before September 30, 1998, it shall notify the County and this Supplemental Agreement shall become effective immediately. In the event Contractor does not notify the County on or before September 30, 1998, that it has obtained a lease satisfactory to it, this Supplemental Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, THE PARTIES hereto entered into this Agreement as of the day and year below written.

Dated this 15TH day of JUNE 1998.

Regional Disposal Company
by WJR Environmental, Inc., Managing Partner
CONTRACTOR NAME

BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Jim Sevic
(SIGNATURE) Jim Sevic, EXEC V.P.

ROBERT HART, Chairman

(TITLE OF SIGNATORY)

Ted W Anderson
TED W. ANDERSON, Commissioner

Mailing Address:

Harvey Wolden
HARVEY WOLDEN, Commissioner

200 112th Ave. N.E., Suite 300
Bellevue, WA 98004

Approved as to Content:

Chal A. Martin
Chal A. Martin, P.E.
Director/County Engineer

Approved as to Indemnification:

Dave Fleming
Dave Fleming,
Risk Manager

Alicia Huschka
Alicia Huschka
Budget/Finance Director

Attest:

Approved as to Form Only:

Patti J. Chambers
Patti J. Chambers
Clerk of the Board

John Moffat
John Moffat
Deputy Prosecuting Attorney

Handwritten initials or mark at the bottom left corner.

Exhibit "A"
To
Supplement No. 2
Of
Agreement No. 001795

All provisions in the Basic Agreement and Supplement No. 1 remain in effect except as expressly modified by this Supplement.

The changes to the agreements are described as follows:

Article 8 - Services Fees and Contractor Compensation.

The entire subsection 8.1 Base Service Fee is deleted from the Base Agreement and subparagraph (d) By Truck of Supplement No. 1 is deleted.

A new subsection 8.1 Base Service Fee is added as follows:

8.1 Base Service Fee The County shall pay the Contractor a service fee for the Contractor's performance of its obligations under this contract as set forth in this article. Fees stated are for waste delivered to the Contractor at the Intermodal Facility.

For the calendar year 1998 (January 1, 1998 - December 31, 1998), the service fee shall be forty-one and twenty eight- hundredths dollars (\$41.28) per ton.

Article 8.2 CPI Adjustment for Service Fee Components

Subparagraph (a) of the Base Agreement is deleted and replaced with the following:

(a) the CPI for September preceding the beginning of each calendar year will be compared with the CPI for the previous September, to calculate the fractional change in the CPI over the twelve (12) months. This fractional change will be multiplied by eighty percent (80%) to calculate the Contract Adjustment. The previous year's Service Fee will then be increased by the Contract Adjustment percentage. The calculations are mathematically as follows:

Let N be the year for which the Service Fee is being calculated.

Let $CPI_{(N-1)}$ be the CPI for September prior to year N.

Let $CPI_{(N-2)}$ be the CPI for the September two years prior to year N.

Fractional CPI Change = $(CPI_{(N-1)} - CPI_{(N-2)}) / CPI_{(N-2)}$.

Contract Adjustment = Fractional CPI Change X 0.80.

Service Fee (N) =

$(1 + \text{Contract Adjustment}) \times \text{Service Fee}_{(N-1)}$.

Article 8.4 Service Fee Decrease Other Than CPI

A new subparagraph (d) Incentive for Heavier Weights is added as follows:

(d) Incentive for Heavier Weights. In the event the County achieves average monthly container weights in excess of twenty-eight (28) tons, the Base Service Fee will be adjusted for that month. The Base Service Fee for the Calendar year 1998 are as follows:

Over 28 tons, but less than 30 tons	\$40.72/ton
Over 30 tons, but less than 32 tons	\$40.05/ton
Over 32 tons	\$39.44/ton

These prices shall be subject to the same CPI adjustment as provide for in Article 8.2 CPI Adjustments for Service Fee Components.

The Contractor shall provide the County with information on legal loads that the Contractor can transport. This information will be based upon railroad requirements and road related requirements of Klickitat County. In the event the County loads containers in excess of such requirements, and it results in any penalties to the Contractor, the County shall be responsible for those penalties.

Article 20 Term

Subsection 20.1 of the Base Agreement is deleted and replaced with the following:

20.1 The term of this Contract shall be from the date the Basic Agreement was signed (October 4, 1993) through September 30, 2013. The Contract shall automatically be extended for two (2) additional five (5) year periods under the same provisions and for the same service fees in accordance with Article 8 of this contract, unless the County gives the Contractor nine (9) months written notice of its intent to terminate the contract at the end of the then expiring term. In the event the Contract is extended, the Contractor must provide to the County within reasonable time before expiration of the current contract period or five-year period, a new bond or bonds satisfying the requirements of Section 6.4 of this Contract.

SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT NO. 001795

Skagit County desires to supplement the Agreement entered into with Regional Disposal Company and executed on October 4, 1993, and identified as Agreement No. 001795, and Supplemental Agreement No. 1, executed on January 16, 1996.

All provisions in the Basic Agreement, and Supplement No. 1 remain in effect except as expressly modified by this Supplement.

The changes to the Agreements are described as set forth in the attached Exhibit A, and by this reference made a part of this Supplement.

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IN WITNESS WHEREOF, THE PARTIES hereto entered into this Agreement as of the day and year below written.

Dated this 15TH day of JUNE 1998.

Regional Disposal Company
by WJR ENVIRONMENTAL, INC. MANAGING PARTNER
CONTRACTOR NAME

Jim Sepic
(SIGNATURE) JIM SEPIC, EXEC V.P.

(TITLE OF SIGNATORY)

Mailing Address:

200 112th Ave. N.E., Suite 300
Bellevue, WA 98004

Approved as to Indemnification:

Dave Fleming
Dave Fleming,
Risk Manager

Attest:

Patti J. Chambers
Patti J. Chambers
Clerk of the Board

BOARD OF COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ROBERT HART, Chairman

Ted W Anderson
TED W ANDERSON, Commissioner

Harvey Wolden
HARVEY WOLDEN, Commissioner

Approved as to Content:

Chal A. Martin
Chal A. Martin, P.E.
Director/County Engineer

Alicia Huschka
Alicia Huschka
Budget/Finance Director

Approved as to Form Only:

John R. Moffat
John Moffat
Deputy Prosecuting Attorney

2 orig: PW

Exhibit "A"
To
Supplement No. 2
Of
Agreement No. 001795

All provisions in the Basic Agreement and Supplement No. 1 remain in effect except as expressly modified by this Supplement.

The changes to the agreements are described as follows:

Article 8 - Services Fees and Contractor Compensation.

The entire subsection 8.1 Base Service Fee is deleted from the Base Agreement and subparagraph (d) By Truck of Supplement No. 1 is deleted.

A new subsection 8.1 Base Service Fee is added as follows:

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Let $CPI_{(N-2)}$ be the CPI for the September two years prior to year N.

Fractional CPI Change = $(CPI_{(N-1)} - CPI_{(N-2)} / CPI_{(N-2)}$.

Contract Adjustment = Fractional CPI Change X 0.80.

Service Fee (N) =
(1+Contract Adjustment) X Service Fee $(N-1)$.

Article 8.4 Service Fee Decrease Other Than CPI

A new subparagraph (d) Incentive for Heavier Weights is added as follows:

(d) Incentive for Heavier Weights. In the event the County achieves average monthly container weights in excess of twenty-eight (28) tons, the Base Service Fee will be adjusted for that month. The Base Service Fee for the Calendar year 1998 are as follows:

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These prices shall be subject to the same CPI adjustment as provide for in Article 8.2 CPI Adjustments for Service Fee Components.

The Contractor shall provide the County with information on legal loads that the Contractor can transport. This information will be based upon railroad requirements and road related requirements of Klickitat County. In the event the County loads containers in excess of such requirements, and it results in any penalties to the Contractor, the County shall be responsible for those penalties.

Article 20 Term

Subsection 20.1 of the Base Agreement is deleted and replaced with the following:

20.1 The term of this Contract shall be from the date the Basic Agreement was signed (October 4, 1993) through September 30, 2013. The Contract shall automatically be extended for two (2) additional five (5) year periods under the same provisions and for the same service fees in accordance with Article 8 of this contract, unless the County gives the Contractor nine (9) months written notice of its intent to terminate the contract at the end of the then expiring term. In the event the Contract is extended, the Contractor must provide to the County within reasonable time before expiration of the current contract period or five-year period, a new bond or bonds satisfying the requirements of Section 6.4 of this Contract.

ACORD CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3

DATE
01/31/2006

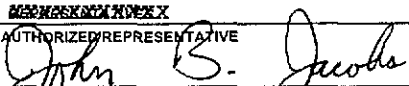
PRODUCER Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		877-945-7378		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Allied Waste North America, Inc. (Named Ins'd Con't Below) 15880 N. Greenway-Kayden Loop, Suite 100 Scottsdale, AZ 85260		INSURERS AFFORDING COVERAGE		NAIC#	
		INSURER A: American Home Assurance Company		19380-004	
		INSURER B: Illinois National Ins. Co.		23817-002	
		INSURER C: American Home Assurance Company		19380-005	
		INSURER D: National Union Fire Ins. Co. of Pittsburgh		19445-001	
		INSURER E: Ins. Co. of the State of PA		19429-000	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL5752016	1/1/2006	1/1/2007	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	X	AUTOMOBILE LIABILITY	CA5887317	1/1/2006	1/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
C	X	<input checked="" type="checkbox"/> ANY AUTO	CA5887316	1/1/2006	1/1/2007	
A	X	ALL OWNED AUTOS	CA5887315	1/1/2006	1/1/2007	BODILY INJURY (Per person) \$
A	X	SCHEDULED AUTOS	CA5887314	1/1/2006	1/1/2007	BODILY INJURY (Per accident) \$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
D	X	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	BE4485071	1/1/2006	1/1/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		DEDUCTIBLE RETENTION \$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6610861	1/1/2006	1/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC6610860	1/1/2006	1/1/2007	E.L. EACH ACCIDENT \$ 1,000,000
B			WC6610862	1/1/2006	1/1/2007	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E		If yes, describe under SPECIAL PROVISIONS below	WC6610864	1/1/2006	1/1/2007	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER	WC6610865	1/1/2006	1/1/2007	
A		Workers Compensation	WC6610863	1/1/2006	1/1/2007	\$1,000,000 Each Accident \$1,000,000 Disease Policy Limit \$1,000,000 Limit Each Employee

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/30/2005 WITH ID: 6752283
 DIV # U74 - Named Insured Includes Regional Disposal Company

CERTIFICATE HOLDER Skagit County Attn: Public Works Department 1800 Continental Place Mt. Vernon, WA 98273-5625	CANCELLATION Statutory Notice for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BY MAIL <input checked="" type="checkbox"/> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BY MAIL <input checked="" type="checkbox"/> MAIL AUTHORIZED REPRESENTATIVE 
--	--

Willis**CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3DATE
01/31/2006

PRODUCER Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
			INSURERS AFFORDING COVERAGE	NAIC#
INSURED Allied Waste North America, Inc. (Named Ins'd Con't Below) 15880 N. Greenway-Hayden Loop, Suite 100 Scottsdale, AZ 85260	INSURERA: American Home Assurance Company		19380-004	
	INSURERB: Illinois National Ins. Co.		23817-002	
	INSURERC: American Home Assurance Company		19380-005	
	INSURERD: National Union Fire Ins. Co. of Pittsburg		19445-001	
	INSURERE: Ins. Co. of the State of PA		19429-000	

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

Employers Liability (Stop Gap) coverage for Monopolistic States is included:

Skagit County, its elected officers, and employees are additional insured, if required by written contract.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE
12/30/2005

PRODUCER
877-945-7378

Willis North America, Inc. - Regional Cert Center
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Allied Waste North America, Inc.
(Named Ins.Cont.Below)
15880 N. Greenway-Hayden
Loop, Suite 100
Scottsdale, AZ 85260

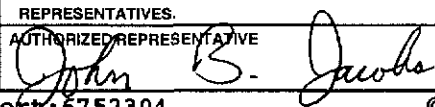
INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American Home Assurance Company	19380-004
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL5752016	1/1/2006	1/1/2007	EACH OCCURRENCE	\$ 2,500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 2,500,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER				# 1795	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/17/2005 WITH ID: 6636992
 DIV # U74 - Named Insured Includes Regional Disposal Company
 Skagit County, its elected officers, and employees are additional insured, if required by written contract.

CERTIFICATE HOLDER	CANCELLATION Statutory Notice for Non-Pay
Skagit County Attn: Public Works Department 1800 Continental Place Mt. Vernon, WA 98273-5625	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE 12/17/2005

PRODUCER 877-945-7378 Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Allied Waste North America, Inc. (Named Ins.Cont.Below) 15880 N. Greenway-Hayden Loop, Suite 100 Scottsdale, AZ 85260		INSURERS AFFORDING COVERAGE INSURER A: American Home Assurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC# 19380-004

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL5752016	1/1/2006	1/1/2007	EACH OCCURRENCE	\$ 2,500,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 2,500,000
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

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

Named Insured - Regional Disposal Company

Skagit County, its elected officers, and employees are additional insured, if required by written contract.

1795

CERTIFICATE HOLDER

Skagit County
 Public Works Department
 1800 Continental Place
 Mt. Vernon, WA 98273-5625

CANCELLATION Statutory Notice for Non-Pay

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
12/30/2005

PRODUCER, 877-945-7378
Willis North America, Inc. - Regional Cert Center
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Allied Waste North America, Inc.
(Named Ins.Cont.Below)
15880 N. Greenway-Hayden
Loop, Suite 100
Scottsdale, AZ 85260

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American Home Assurance Company	19380-004
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL6007644	1/1/2005	1/1/2006	EACH OCCURRENCE	\$ 2,500,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 2,500,000
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					1795

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/28/2004 WITH ID: 5193237
 DIV # U74 - Named Insured Includes Regional Disposal Company
 Skagit County, its elected officers, and employees are additional insured, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION Statutory Notice for Non-Pay

Skagit County
 Attn: Public Works Department
 1800 Continental Place
 Mt. Vernon, WA 98273-5625

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2009

Page 1 of 3

PRODUCER 877-945-7378 Willis HRH 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054	INSURER A: Zurich American Insurance Company	16535-007
	INSURER B: American Guarantee and Liability Insurance	26247-002
	INSURER C: American Zurich Insurance Company	40142-001
	INSURER D:	
	INSURER E:	

COVERAGES

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

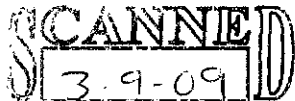
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO594527700	1/1/2009	6/30/2009	EACH OCCURRENCE	\$ 3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 3,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP594527600	1/1/2009	6/30/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC594569900	1/1/2009	6/30/2009	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC594527300	1/1/2009	6/30/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A			WC594527400	1/1/2009	6/30/2009	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 DIV # U74 - Named Insured Includes Regional Disposal Company

CERTIFICATE HOLDER

CANCELLATION Statutory Notice for Non-Payment

Skagit County Attn: Public Works Department 1800 Continental Place Mt. Vernon, WA 98273-5625	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BY MAIL BY MAIL BY MAIL
	AUTHORIZED REPRESENTATIVE <i>John B. Jacobs</i>



1795

CERTIFICATE OF LIABILITY INSURANCE

DATE
02/06/2009

877-945-7378

Willis HRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED	Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054	INSURER A: Zurich American Insurance Company	16535-007
		INSURER B: American Guarantee and Liability Insuranc	26247-002
		INSURER C: American Zurich Insurance Company	40142-001
		INSURER D:	
		INSURER E:	

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

Employers Liability (Stop Gap) coverage for Monopolistic States is included.

Allied Waste North America, Inc. and it's subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. An approved Indemnity Plan has been filed with the Texas Department of Insurance therefore they are not required to carry Workers' Compensation insurance in Texas. A certificate referencing the Texas Excess Employers Indemnity policy can be provided upon request. The policy provides both Employers Liability and Excess coverage for the approved Indemnity plan.

Skagit County, its elected officers, and employees are additional insured, if required by written contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2009

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262
BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
U74 RDC-Intermodal
500 ROOSEVELT GRADE RD
ROOSEVELT WA 99356

Regional Disposal Company

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: AMERICAN ZURICH INS CO	40142
INSURER C: AMERICAN GUARANTEE & LIAB INS	26247
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GLO370304202	6/30/2009	6/30/2010	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP370304302	6/30/2009	6/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC594569901	6/30/2009	6/30/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC370304002 WC370304102 EWS594527801	6/30/2009 6/30/2009 6/30/2009	6/30/2010 6/30/2010 6/30/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Skagit County, its elected officers, and employees are additional insured, if required by written contract. Employers Liability (Stop Gap) coverage for Monopolistic States is included.

CERTIFICATE HOLDER

SKAGIT COUNTY
6-16-09

Skagit County Attn: Public Works
Department
1800 Continental Place
Mt. Vernon WA 98273-5625

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mary Johnson

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2011

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext): 800-853-6155	FAX (A/C No.Ext):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY		24147
INSURER B: LEXINGTON INSURANCE COMPANY		19437
INSURER C: INDIAN HARBOR INSURANCE COMPANY		36940
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 REPUBLIC SERVICES, INC. *Regional Disposal Co.*
 18500 N. ALLIED WAY
 PHOENIX, AZ 85054

COVERAGES

CERTIFICATE NUMBER: 33427

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 59257	06/30/2011	06/30/2012	EACH OCCURRENCE \$ 5,000,000 DAMGED TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWTB 21343	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea Accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per Accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2214223/2214224	06/30/2011	06/30/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE /OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 117108 00 AOS MWXS 945 Excess WC OH MWXS 946 Excess NSWC TX	06/30/2011 06/30/2011 06/30/2011	06/30/2012 06/30/2012 06/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
C	POLLUTION LEGAL LIABILITY			PEC002351304	06/30/2011	06/30/2012	\$50,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

See attached for additional remarks

CERTIFICATE HOLDER Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625	CANCELATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
	<i>Contract #1795</i>

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
Employers Liability (Stop Gap) coverage for Monopolistic states is included.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

POLLUTION LEGAL LIABILITY:

Certificate holder is included as Additional Insured on the Pollution policy with respect to Republic Services' ownership, operation, maintenance or use of a covered location if required by written contract.
Waiver of Subrogation in favor of the certificate holder is included if required by written contract.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 980) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The *General Liability policy does not contain* an endorsement excluding Contractual Liability.





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/30/2013

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

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

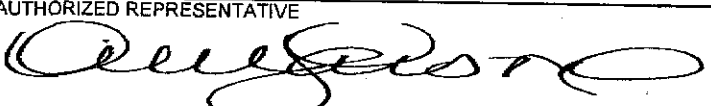
PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: OLD REPUBLIC INSURANCE COMPANY	
	INSURER B: ILLINOIS UNION INSURANCE COMPANY	
	INSURER C: LEXINGTON INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 359206** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
B	POLLUTION LEGAL LIABILITY			PPLG27064081002	06/30/2013	06/30/2014	\$25,000,000 Per Occurrence \$25,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

CERTIFICATE HOLDER Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2013

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: OLD REPUBLIC INSURANCE COMPANY	NAIC # 24147
	INSURER B: ILLINOIS UNION INSURANCE COMPANY	27960
	INSURER C: LEXINGTON INSURANCE COMPANY	19437
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 359206

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS -COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWBT 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 08/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	\$ 3,000,000 \$ 3,000,000 \$ 3,000,000
B	POLLUTION LEGAL LIABILITY			PPLG27064061002	06/30/2013	06/30/2014	\$25,000,000 Per Occurrence \$25,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

CERTIFICATE HOLDER**CANCELLATION**
 Skagit County Attn: Public Works Department
 1600 Continental Pl

 Mount Vernon, WA 98273-5625
 United States

 SCANNED
 6-3-13

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

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 Coverage is primary and non-contributory when required by written contract.
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AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

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Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/14/2014

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: _____		
	PHONE (A/C No.Ext): _____	FAX (A/C No.Ext): _____	
E-MAIL ADDRESS: certifikateteam@ccmsi.com			
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Company of NA		43575
	INSURER C: ACE Fire Underwriters		20702
	INSURER D: Illinois Union Insurance Company		27960
	INSURER E: National Liability & Fire Insurance Co		20052
INSURER F: ACE Property & Casualty Insurance Co		20699	

COVERAGES

CERTIFICATE NUMBER: 449640

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48013715 - AOS WLR C48013727 - CAMA/OR SCF C48013739 - VI WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014 06/30/2014 06/30/2014 06/30/2014 06/30/2014	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	Pollution Legal Liability (see pg 2 for Insurer):			PPL G27064061 003	06/30/2014	06/30/2015	\$25,000,000 Per Pollution Condition: \$25,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

CERTIFICATE HOLDER**CANCELLATION**

Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States 6-1-16 EP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

SCANNED
6-1-16

001795

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

POLLUTION LEGAL LIABILITY – Insurer Affording Coverage:

Westchester Surplus Lines Insurance Company
 NAIC: 10172



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/22/2015

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
E-MAIL ADDRESS: certicateam@ccmsi.com		
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E: National Liability & Fire Insurance Co	20052
	INSURER F: ACE Property & Casualty Insurance Co	20699

COVERAGES

CERTIFICATE NUMBER: 873077

REVISION NUMBER:

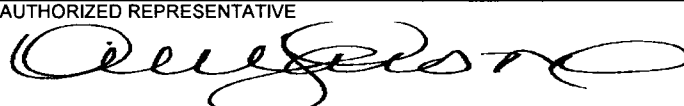
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27394425	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08857799	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48152351 - AOS WLR C48152363 - CAMA SCF C48152375 - WI WCU C48152387 - OH XS TNS C48136254 - TX NS	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	Pollution Legal Liability:			See page 2 for details	06/30/2015	06/30/2016	\$25,000,000 Per Pollution Condition: \$25,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

CERTIFICATE HOLDER

Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SCANNED
6-1-16

001795

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48136254) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

POLLUTION LEGAL LIABILITY – Insurers Affording Coverage:

Aspen Specialty Insurance Company (NAIC # 10717) - \$10MM (Policy No. ERAFACU15)
 Starr Surplus Lines Insurance Company (NAIC # 13604) - \$10MM x \$10MM (Policy No. 1000336581151)
 Tokio Marine Specialty Insurance Company (NAIC # 23850) - \$5MM x \$20MM (Policy No. PPK1348549)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/22/2015

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certficateteam@ccmsi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of NA</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters</td> <td>20702</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E: National Liability & Fire Insurance Co</td> <td>20052</td> </tr> <tr> <td>INSURER F: ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of NA	43575	INSURER C: ACE Fire Underwriters	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E: National Liability & Fire Insurance Co	20052	INSURER F: ACE Property & Casualty Insurance Co
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
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INSURER F: ACE Property & Casualty Insurance Co	20699														
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054															

COVERAGES

CERTIFICATE NUMBER: 873077

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27394425	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			ISA H08857799	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48152351 - AOS WLR C48152363 - C/AMA SCF C48152375 - WI WCU C48152387 - OH XS TNS C48136254 - TX NS	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	Pollution Legal Liability:			See page 2 for details	06/30/2015	06/30/2016	\$25,000,000 Per Pollution Condition: \$25,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Db: RDC-Intermodal

CERTIFICATE HOLDER**CANCELLATION**

Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SCANNED
6-2-16

001795

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
 Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
 Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
 Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48136254) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

POLLUTION LEGAL LIABILITY – Insurers Affording Coverage:
 Aspen Specialty Insurance Company (NAIC # 10717) - \$10MM (Policy No. ERAFACU15)
 Starr Surplus Lines Insurance Company (NAIC # 13604) - \$10MM x \$10MM (Policy No. 1000336581151)
 Tokio Marine Specialty Insurance Company (NAIC # 23850) - \$5MM x \$20MM (Policy No. PPK1348549)



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48608115 and stop gap coverage for OH is covered under policy no. WCU C48608140, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48612763) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2016

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifiateteam@ccmsi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of NA</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters</td> <td>20702</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of NA	43575	INSURER C: ACE Fire Underwriters	20702	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
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INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054															

COVERAGES

CERTIFICATE NUMBER: 1043596

REVISION NUMBER:

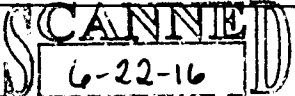

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27853420	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H09043585	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48608115 - AOS WLR C48608127 - C/AMA/OR SCF C48608139 - WI WCU C48608140 - OH XS TNS C48612763 TX NS XS	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	06/30/2017 06/30/2017 06/30/2017 06/30/2017 06/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4558 - Named Insured Includes: Regional Disposal Company - DbA: RDC - Intermodal

CERTIFICATE HOLDER**CANCELLATION**

 Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

1795

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48608115 and stop gap coverage for OH is covered under policy no. WCU C48608140, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48612763) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)
12/7/2016

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

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Property & Casualty Insurance Co		20699
INSURER D: ACE Fire Underwriters Insurance Company		20702
INSURER E:		
INSURER F:		

COVERAGES WABOTHEL CERTIFICATE NUMBER: 3438381 REVISION NUMBER: XXXXXXXX

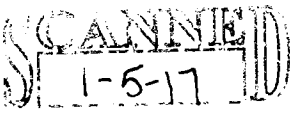
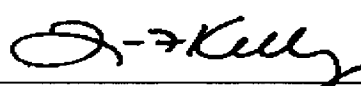
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27860825	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H09052884	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 002	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C49106944 (AOS) WLR C49106907 (AZ,CA,&MA) SCF C49106981 (WI)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H09052872	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF SKAGIT COUNTY, ITS ELECTED OFFICERS AND EMPLOYEES (ON ALL POLICIES EXCEPT WORKERS COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

3438381 SKAGIT COUNTY 1800 CONTINENTAL PLACE MOUNT VERNON WA 98273 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

1795



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
 Stop gap coverage for ND, WA and WY is covered under policy no. WLR C64412917 and stop gap coverage for OH is covered under policy no. WCU C64412899, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49166436) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK1670023

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate
 Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate
 Image Restoration - \$25,000 Per Contamination Incident



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/28/2019

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certificate@ccma.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1612833

REVISION NUMBER:

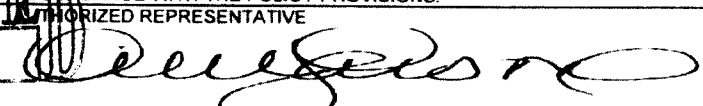
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71570848	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25297635	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C66040380-AOS WLR C66040343-CA/MA/OR SCF C66040422 -WI WCU C6604046A - OH XS TNS C85221159 TX NSXS	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	Contractor's Pollution Liability.			See page 2 for details	06/30/2019	06/30/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4558 - Named Insured includes: Regional Disposal Company

CERTIFICATE HOLDER**CANCELLATION**

Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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001795

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK1992482

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate
Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1745945

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2145182

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate
 Professional Liability - \$10,000,000 Per Incident/\$10,000,000 General Aggregate

**SUPPLEMENTAL AGREEMENT NO. 3
TO
SKAGIT COUNTY CONTRACT NO. 001795**

Skagit County ("County") and Regional Disposal Company, a Washington General Partnership ("Contractor"), mutually desire to amend and supplement the Agreement Between Regional Disposal Company and Skagit County, Washington Regarding Solid Waste Transportation and Disposal Services, dated October 4, 1993 (Skagit County Contract No. 001795), as amended by Supplemental Agreement No. 1 dated January 16, 1996, and Supplemental Agreement No. 2 dated June 15, 1998 (collectively herein the "Agreement").

All terms, conditions, and provisions of the Agreement shall remain unchanged, unmodified, and in full force and effect except as expressly modified and amended by this Supplement.

The Agreement is amended and modified as described and set forth in the attached Exhibit "A", attached hereto and incorporated by reference.

Date: March 19, 2012.

REGIONAL DISPOSAL COMPANY, a Washington General Partnership
By W.J.R. Environmental, Inc., Managing Partner

By: [Signature]
Its: Vice President
Print Name and Title Mike Huycke Vice President

54 South Dawson Street Telephone No. 206-332-7700
Seattle, WA 98134 Contractor Lic. #REGI0DC063L4

OREGON
STATE OF WASHINGTON }
COUNTY OF WASHINGTON } ss.

I certify that I know or have satisfactory evidence that Mike Huycke as the Vice President of W.J.R. Environmental, Inc., a Washington Corporation, as the Managing Partner of Regional Disposal Company, a Washington General Partnership, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as the free and voluntary act of Regional Disposal Company for the uses and purposes herein mentioned.

DATED this 19th day of MARCH, 2012.

(SEAL)

[Signature]
Notary Public
Print Name: Cherie L. Payne
Residing at: 2002nd St SE Salem OR
My commission expires: 3/20/14



DATED this 20 day of March, 2012.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

RECUSED

Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Linda Hennings
Clerk of the Board

Recommended:

Henry Hask
Public Works Director

Approved as to form:

[Signature] 3/19/12
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Lisha Legne
Budget & Finance Director

Exhibit "A"
To
Supplement No. 3
Of
Skagit County Contract No. 001795

All terms, conditions, and provisions in the Agreement, shall remain unchanged, unmodified, and in full force and effect except as expressly amended and modified by this Supplement.

The terms of the Agreement are amended as follows:

I. Article 6.3(a) "Equipment; Assignment; Equipment Lease" is amended to read as follows:

(a) Equipment; Assignment; Equipment Lease. The Contractor shall construct, own, lease, or otherwise provide, maintain, or operate in a quantity sufficient to perform the services under this Contract in a timely manner throughout the Term of the Contract, the following:

(1) Vehicles

(2) MSW Containers

- i. Contractor shall, within one (1) year following mutual execution of Supplement No. 3, upgrade the MSW Container fleet by removing all forty foot (40') and forty-five foot (45') intermodal containers from service under this Contract and insuring that a sufficient supply of forty-eight foot (48') closed top intermodal containers is available to the County at all times; and
- ii. Contractor shall make available forty-eight foot (48') open top containers as necessary and at the request of the County for loading of materials deemed by the County to not be appropriate for loading via the County's pre-load compactor and in the event of an operational interruption with the County's pre-load compactor.

(3) Intermodal Facility (located at the property identified as Skagit County Assessor Tax Parcel Number: P130706)

- i. Contractor shall maintain all working areas of the Intermodal Facility to the satisfaction of the County in sufficient condition to avoid potholes, cracks, depressions, standing water, mud, dust or other irregularities that would prevent vehicles and operators from safely making deliveries to the Intermodal Facility or that would cause additional wear and tear on County owned vehicles.

(4) the Roosevelt Regional Landfill; and

(5) Alternative Disposal Sites

The Vehicles, Disposal Site and Containers provided by the Contractor shall meet or exceed the Proposal Requirements.

II. Article 8.1 "Base Service Fee" is amended to read as follows:

8.1 Base Service Fee. The County shall pay the Contractor a service fee for the Contractor's performance of its obligations under this contract as set forth in this Article. Fees stated are for waste delivered to the Contractor at the Intermodal Facility.

On the First day of the Month following mutual execution of Supplement No. 3 the base Service Fee shall be forty-nine dollars and twenty-five cents (\$49.25) per ton. Any individual container delivered to the Intermodal Facility with a net weight of twenty-six (26) tons or less shall be billed at the base Service Fee (as may be adjusted from time to time in accordance with this Agreement) times twenty-six (26) tons.

III. Article 8.3 "Service Fee Increases Other Than CPI" is amended to include a new subsection (d) reading as follows:

(d) No Fuel Surcharge. Under no circumstances shall increases in fuel cost be a condition or event for which Contractor shall be entitled to any reimbursement of increased costs or any adjustment of the Service Fee.

IV. Article 8.4(d) "Incentive for Heavier Weights." is entirely deleted from the Contract. For elimination of doubt, Article 8.4(a) through(c) remain in effect and unchanged.

V. Article 20.1 "Term" is amended to read in its entirety as follows:

20.1 The term of this Contract shall be from October 4, 1993 through September 30, 2023. Upon request by the County, the Contractor shall provide the County a new bond or bonds satisfying the requirements of Article 6.4 of the Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2011

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext): 800-853-6155	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: OLD REPUBLIC INSURANCE COMPANY	24147
	INSURER B: LEXINGTON INSURANCE COMPANY	19437
	INSURER C: INDIAN HARBOR INSURANCE COMPANY	36940
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 33427

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 59257	06/30/2011	06/30/2012	EACH OCCURRENCE	\$ 5,000,000
							DAMAGED TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS -COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 21343	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea Accident)	\$ 5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per Accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2214223/2214224	06/30/2011	06/30/2012	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 117108 00 AOS MWXS 945 Excess WC OH MWXS 945 Excess NSWX TX	06/30/2011 06/30/2011 06/30/2011	06/30/2012 06/30/2012 06/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 \$ 3,000,000 \$ 3,000,000 \$ 3,000,000
C	POLLUTION LEGAL LIABILITY			PEC002351304	06/30/2011	06/30/2012	\$50,000,000 Each Occurrence	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

See attached for additional remarks

CERTIFICATE HOLDER**CANCELATION**
 Skagit County Attn: Public Works Department
 1800 Continental Pl
 Mount Vernon, WA 98273-5625

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED
POLICY NUMBER See First Page	REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
 Employers Liability (Stop Gap) coverage for Monopolistic states is included.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

POLLUTION LEGAL LIABILITY:

Certificate holder is included as Additional Insured on the Pollution policy with respect to Republic Services' ownership, operation, maintenance or use of a covered location if required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2012

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
E-MAIL ADDRESS: certificateteam@ccmsi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY		24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 227423	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 59665	06/30/2012	06/30/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWTB 21556	06/30/2012	06/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 117827 00 AOS MWXS 981 Excess WC OH MWXS 980 Excess NSWC TX	06/30/2012 06/30/2012 06/30/2012	06/30/2013 06/30/2013 06/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 4558 - Named Insured Includes: Regional Disposal Company - Dba: RDC-Intermodal

SCANNED
6-13-12

CERTIFICATE HOLDER Skagit County Attn: Public Works Department 1800 Continental Pl Mount Vernon, WA 98273-5625 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 980) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

After Recording Return to:

Skagit County
Public Works Department
Attn: Kevin Renz,
Solid Waste Division Manager
1800 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY
Amendment # A20100124
Page 1 of 12

**AMENDMENT TO
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND
CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT
(SKAGIT COUNTY CONTRACT No. 20080306)**

THIS AMENDMENT (herein "Amendment") to that certain interlocal cooperative agreement (herein the "Agreement" [defined herein below]) is made and entered into by and between the CITY OF MOUNT VERNON, a Washington Municipal Corporation; the CITY OF ANACORTES, a Washington Municipal Corporation; the CITY OF BURLINGTON, a Washington Municipal Corporation; the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; the TOWN OF LA CONNER, a Washington Municipal Corporation; the TOWN OF CONCRETE, a Washington Municipal Corporation; the TOWN OF LYMAN, a Washington Municipal Corporation; and the TOWN OF HAMILTON, a Washington Municipal Corporation (hereinafter collectively referred to as the "Municipalities"), and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipalities and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the parties have entered into an interlocal cooperative agreement (herein the "Agreement") dated April 30, 2008 (Skagit County Contract #: C20080306) establishing the Solid Waste System Governance Board ("SWSGB"), and for purposes of solid waste management pursuant to the terms therein; and

WHEREAS, the SWSGB has authorized the construction of the new Skagit County Transfer and Recycling Station; and

WHEREAS, the construction of the new Skagit County Transfer and Recycling Station will require bond funding; and

WHEREAS, in order to facilitate bond funding for the new Skagit County Transfer and Recycling Station, the parties mutually desire to modify the terms of the Agreement pursuant to the terms of this Amendment herein.

NOW THEREFORE, in consideration of the forgoing, and following terms and conditions, the parties mutually agree as follows:

A. TERMS OF AMENDMENT: The terms of the Agreement are amended as follows:

A.1. The following terms shall be included within Section 10. of the Agreement (DURATION; TERM OF AGREEMENT), and are amended, revised, modified, and/or supplemented to read as follows:

10.1 Subject to the terms of Section 10.2, the Parties agree to be bound by this Agreement until December 31, 2030, or until such time as the bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station have been fully satisfied and retired (whichever is sooner), or unless this Agreement is subsequently modified in accordance with the terms of this Agreement. This Agreement shall not sunset or expire, but shall continue in full force and effect. Individual Parties to this Agreement may, after December 31, 2030, or at such time as the bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station have been fully satisfied and retired (whichever is sooner), withdraw from this Agreement by giving sixty (60) days' notice to all other Parties to this Agreement.

10.2 Any Party to this Agreement may withdraw from this Agreement prior to the term of this Agreement as specified in Section 10.1, upon the full and complete satisfaction of all of the following conditions, and upon the following terms. (a.) The Party proposing early withdrawal from this Agreement must provide all other Parties with at least ninety (90) days written notice of intent to withdraw from this Agreement in accordance with the terms of this Section 10.2.; and (b.) The bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station must be eligible (according to the terms and conditions of the bonding obligations) for early payment (by the Party requesting withdrawal from this Agreement) at the time the request for early payment is made, and any such early payment must be expressly made in full accordance and compliance with the terms, restrictions, and conditions of said bonding obligations (as determined by the County); (c.) Any Party proposing early withdrawal from this Agreement must pay and satisfy in full its proportionate pro-rata share of the remaining bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station (including, but not limited to, principal and all past and future interest, and any fees, penalties, expenses, and/or charges arising from and/or related to the early payment in any way). The calculation of any Party's individual proportionate pro-rata share of the remaining bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station shall be made and provided only by the County, and shall be based upon the projected tonnage to be delivered to the System as per the respective Parties' waste deliveries for the preceding five (5) years, and shall be adjusted for future inflation and for projected population growth; and (d.) The SWSGB must approve any Party's request for early withdrawal from this Agreement by a simple majority vote; and (e.) Any Party who withdraws from this Agreement shall only be relieved of its future obligations for such Party's pro-rata share of the remaining bonding obligations associated with the construction of the new Skagit County Transfer and Recycling Station, and such withdrawal from this Agreement does not relieve any Party of such Party's obligation for other System Costs or liabilities.

A.2. Section 4. of the Agreement (COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN) is hereby amended, revised, modified, and/or supplemented to read as follows:

4. **COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN.** For the duration of their participation in this Agreement, each Party shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of their participation in this Agreement, each Party authorizes the County to include in the Comprehensive Solid Waste Management Plan (CSWMP) provisions for the management of solid waste generated in each Party's jurisdiction. Parties executing this Agreement hereby agree to respectively adopt any CSWMP updates properly adopted by the SWSGB within 30 days of approval by the Department of Ecology. No party may veto, reject, or fail to adopt and CSWMP Amendments or Revisions as recommended by the SWSGB pursuant to this agreement. Until such time as the CSWMP is updated by the SWSGB consistent with this Agreement, the Parties understand and agree that this Agreement shall control with respect to any inconsistency between the CSWMP and this Agreement. The parties to this Agreement further understand and agree that the County shall promptly amend the CSWMP after execution of this Agreement solely as necessary to incorporate and reflect the terms of this Agreement in the CSWMP, which amendment shall be applicable to and deemed adopted by all Parties to this Agreement by virtue of their execution of this Agreement. The County shall take steps to explore the potential implementation of mandatory curbside solid waste collection in all unincorporated areas of Skagit County, and also to explore the possible revision of County solid waste regulations (as per the Skagit County Code) to expressly include more detailed flow control terms.

A.3. Section 13.1.1 of the Agreement is hereby amended, revised, modified, and/or supplemented to read as follows:

13.1.1 Major capital improvements to the System and the issuance of major system debt. "Major capital improvements" shall be defined as any capital expenditures in excess of Fifty Thousand Dollars (\$50,000) which modify the method or model of operation of the System. "Major system debt" shall mean debt securities, including bonds, debentures, or promissory notes in excess of Fifty Thousand Dollars (\$50,000) issued to fund capital improvements or operations, and repaid by System revenues or other System financial resources.

B. All other terms and conditions of the Agreement shall remain unchanged, unmodified, and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of August, 2010.

APPROVED:
**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Sharon D. Dillon
Sharon D. Dillon, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Recommended:

By: [Signature]
Department Head

By: Lusta Lagne
Budget & Finance Director

Approved as to Indemnification:

By: Breeie Kadamas 8/10/2010
Risk Manager

Approved as to Form:

By: [Signature]
Deputy Prosecuting Attorney

Attest:

Amber Kloepfer, Assistant
Clerk of the Board

CITY OF ANACORTES:

A. Dean Maxwell

DEAN MAXWELL, Mayor

(Date 8/21/10)

Mailing Address:

City of Anacortes

City Hall

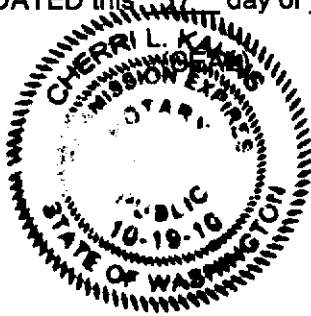
P.O. Box 547

Anacortes, WA 98221

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Dean Maxwell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Anacortes, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 31st day of August, ~~2008~~, 2010.



Cherril Kahns
Notary Public
print name: Cherril L. Kahns
Residing at Mount Vernon
My commission expires 10-19-10

DRAFT.

CONTRACT

**REGARDING ACCEPTABLE SOLID WASTE
RECEIVING, TRANSPORT AND DISPOSAL SERVICES
SKAGIT COUNTY, WASHINGTON**

DATED _____, 2022

**CONTRACT
FOR ACCEPTABLE SOLID WASTE TRANSPORT AND DISPOSAL
SERVICES WITH SKAGIT COUNTY, WASHINGTON**

THIS CONTRACT (the "Contract" or "Agreement") is made by and between Skagit County, a political subdivision of the State of Washington (the "County") and _____ (the "Contractor"), pursuant to Skagit County Resolution #2022 _____ and RCW 36.58. The County and the Contractor may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Contract and the Contract Documents, the following terms shall have the following meanings when they are used with initial capitalization:

- 1.1 "Acceptable Waste" means Solid Waste excluding Unacceptable Waste.
- 1.2 "Addenda" means written or graphic documents issued by the County that clarify, correct or change the Contract Documents.
- 1.3 "Business Day" means any day, Monday through Friday, from 8:30 AM, Pacific Time until 4:30 PM, Pacific Time, which is not a holiday designated as such in the Contract.
- 1.4 "Chassis" means a Tractor-drawn trailer that conforms to the Contract and is designed for over-the-road Transport of a Loaded or empty demountable Container.
- 1.5 "City" or "Cities" means those incorporated cities or towns in Skagit County that participate in the Skagit County Comprehensive Solid Waste Management Plan through execution of an interlocal agreement between the County and incorporated cities or towns in Skagit County in for Solid Waste Management (Skagit County Contract # C20080306, as amended by A20100124).
- 1.6 "Closed Top Container" means any fully enclosed Container equipped with rear doors that conforms to the specifications of this Contract and is designed for trucking or rail shipment.
- 1.7 "Collect" means the act of removing Acceptable Waste from the generator for Transport.
- 1.8 "Compacted Container" means a Container Loaded with Solid Waste that has been crushed or compressed in a hydraulic compactor at the County Transfer Station.

1.9 "Comprehensive Solid Waste Management Plan" means the County's Comprehensive Solid and Hazardous Waste Management Plan adopted in accordance with Chapter 70.95 RCW.

1.10 "Consumer Price Index" or "CPI" means the Consumer Price Index computed by the United States Department of Labor, Bureau of Labor Statistics, for the Seattle-Tacoma Metropolitan Area for Urban Wage Earners and Clerical Workers, or a successor index produced by the United States government. If the United States government discontinues publication of such an index for the Seattle-Tacoma area, then its index for the Puget Sound Region or the State of Washington shall be used, and if such indices are not available, a similar index proposed by another governmental agency shall be used.

1.11 "Construction, Demolition and Land-clearing Waste" (CDL Wastes) means any recyclable or non-recyclable Waste that results from construction, remodeling, repair or demolition of buildings, roads, or other structures, or from land-clearing for development, and that is removed from the site of construction, demolition or land clearing.

1.12 "Container" means a Closed Top Container or Open Top Container conforming to, but not limited to, Section 6.3 of the Contract.

1.13 "Contract", "Contract Documents", and/or "Agreement" are synonymous and mean the combination of all of the following:

- (A) This Contract, and all duly authorized and executed amendments thereto;
- (B) The performance bonds, letters of credit or other financial guarantees required by the Contract;
- (C) All exhibits and attachments to the Contract;
- (D) Request for Proposals (RFP) as issued pursuant to RCW 36.58., Skagit County Resolution # R2022 _____, and the Contractor's response(s) thereto;
- (E) Any and all duly authorized Addenda to the Contract;
- (F) Any and all duly authorized and executed change orders or modifications of the foregoing documents agreed to by the parties in the manner prescribed by the Contract unless otherwise designated for informational or bid evaluation purposes only.

1.14 "County System" means the Solid Waste handling system operated by Skagit County, in accordance with applicable contractual agreements, laws, rules, regulations, and the

Comprehensive Solid Waste Management Plan.

1.15 “County Transfer Station” means any Facility used by County as part of the Comprehensive Solid Waste Management Plan where Solid Waste is accepted from Persons and loaded into Containers for Transport to a Receiving Facility or Disposal Site.

1.16 “Customer” means (i) the County, (ii) City or Cities, or (iii) other person required by County Code to utilize the County System.

1.17 “Dispose” or “Disposal” 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 Contractor’s Disposal Site pursuant to this Contract.

1.18 “Disposal Services Fee” means the per ton fee for Disposal provided by Contractor.

1.19 “Disposal Site” means the landfill used by the Contractor for the final treatment, utilization, processing, or deposition of any Solid Waste received under this Contract.

1.20 “Facility” or “Facilities” means all real and personal property necessary for the Contractor to fulfill its obligations under this Contract, including but not limited to, all vehicles, equipment, fixtures, and improvements used in Receiving, Transporting, and Disposing of Solid Waste, that are owned, leased, operated, or used by the Contractor or the County to carry out the provisions of this Contract.

1.21 “Hazardous Waste” means any Solid Waste that is either expressly subject to regulation as “hazardous waste” or 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, if the Solid Waste is Received, Transported or Disposed outside the State of Washington, any other applicable state or federal agency and now or hereafter.

1.22 “Load” or “Loaded” means the process by which, and the status of a Container after which, Solid Waste is placed inside a Container and prepared for Transport to the Receiving Facility.

1.23 “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 or rail shipment.

1.24 “Person” or “Persons” means, without limitation, any individual, firm, corporation, association, partnership, consortium, joint venture, entity, government agency or unit of local government.

1.25 “Project” means any and all matters and things that the Contract requires to be done, kept, performed and furnished by the Contractor and by the County, respectively.

1.26 “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 Receiving Facility pursuant to this Contract.

1.27 “Receiving Facility” means a Facility at which the Contractor accepts Loaded Containers.

1.28 “Receiving Services and Transport Services Fee” means the per ton fee for Receiving and Transport provided by Contractor.

1.29 “Recycling” means transforming or remanufacturing Solid Waste materials into usable or marketable materials for use other than for landfill disposal or incineration. Recycling does not include collection, compacting, repackaging, and sorting for the purpose of Transport.

1.30 “Representative” means the authorized representative of the County or the Contractor designated in accordance with Article 5.

1.31 “Residual Recycling Waste” means Solid Waste generated during the processing of Recyclable Materials.

1.32 “Security Seal” means a lead-and-wire seal, or similar nonreusable closure, installed on a Loaded Container for protection against undetectable access, removal, adjustment or unauthorized use that must be broken to open that Container.

1.33 “Solid Waste” means Solid Waste as defined and used by Title 12 of the Skagit County Code (specifically including SCC 12.16. and SCC 12.18.).

1.34 “Solid Waste System Governance Board” means the solid waste system governance board (“SWSGB”) as established pursuant to the terms of an interlocal agreement with cities and towns in Skagit County for Solid Waste Management (Skagit County Contract # C20080306, as amended by A20100124).

1.35 “State/Local Solid Waste Handling Fee” means a governmentally-imposed fee, tax, surcharge or similar charge on Solid Waste handling services, including but not limited to Receiving, Transport and Disposal services; the term does not include federally-imposed fees, taxes, surcharges or other charges levied equally on Solid Waste Receiving, Transport and Disposal in all states.

1.35 “Surety” means the Person approved by the County to provide a cash bond,

performance bond, letter of credit or other financial guarantee required guaranteeing or providing the funds to guarantee performance of the Contractor's obligations under this Contract; the surety must be licensed to conduct business in Washington and included on the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570, as amended, by the Audit Staff Bureau of Accounts, United States Treasury Department.

1.36 "Tipping Fee(s)" means the per ton fees paid by the County to the Contractor for Solid Waste accepted by the Contractor at the Receiving Facility, Transported from the Receiving Facility to the Disposal Site, and Disposed at the Disposal Site, as more fully described in Article 8.

1.37 "Tractor" means a vehicle used to move Containers.

1.38 "Transport" or "Transportation" means but is not limited to the storage, handling, loading, unloading, and movement of Containers under this Contract (by intermodal container, truck, railroad, and/or other means).

1.39 "Unacceptable Waste" means:

(A) Solid Waste that may not be Disposed at the Disposal Site under state or federal law, regulation, rule, code, permit or permit condition;

(B) Solid Waste that is restricted from acceptance at County owned and operated Solid Waste Facilities in accordance with applicable law, including Title 12 of the Skagit County Code (specifically including SCC 12.16. and SCC 12.18.);

(C) any other Solid Waste that the County Representative and Contractor Representative have agreed in writing to exclude from Acceptable Waste.

1.40 "Uncompacted Container" means a Container containing Waste that has not been crushed or compressed in a hydraulic compactor.

1.41 "Uncontrollable Circumstances" means to the extent that the occurrence of a riot, war, civil disturbance, insurrection, act of terrorism, or epidemic delays the Contractor from performing any of its obligations under this Contract and no alternative means for the services under this Contract is available. Uncontrollable Circumstances shall not include to the extent the occurrence of a riot, war, civil disturbance, insurrection, act of terrorism, pandemic or epidemic does not delay the Contractor from performing any of its obligations under this Contract. Uncontrollable Circumstance shall not include any other events or circumstances such as, but not limited to, labor shortage or dispute, strikes, slowdowns, walkouts, lockouts, industrial disturbances or other disputes involving the Contractor's employees; changes in the Contractor's costs for performance under this Contract; economic changes; or slowdowns or shutdowns of Transport systems, including but not limited to railroads and other thoroughfares.

ARTICLE 2 GENERAL PROVISIONS

2.1 Governing Law; Venue

This Contract shall be governed by the laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Skagit County.

2.2 Complete Contract

The Contractor was selected as provided pursuant to Skagit County Resolution # R2022_____ in accordance with RCW 36.58. (the County's "RFP"). The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Contract, the RFP, and the Contractor's response, this Contract shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

2.3 Conflicts between Attachments and Text

Should any conflicts exist between any exhibit, attachment, or schedule and the text or main body of this Contract, the text or main body of this Contract shall prevail.

2.4 Severability

If any Contract provision is void, invalid or unenforceable under any applicable law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any void, invalid or unenforceable provision, if permissible under applicable law.

2.5 Time is of the Essence

Time is of the essence of this Contract. The County's or Contractor's failure to object to a breach of any Contract provision is not, and shall not, be construed as a waiver of that provision. The payment or acceptance of compensation subsequent to any breach is not, and shall not, be deemed an acceptance of that breach. Any waiver must be in writing.

2.6 Construction of Terms

Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by Solid Waste professionals, engineers and trades.

2.7 Access

The County shall have the right and unlimited access to inspect any or all of the Contractor's and subcontractor's operations, Facilities or records related to this Contract; however, the County's access to records under this Section shall be subject to the provisions of Section 2.17. The County shall have access to operations and Facilities under this Section during all normal business hours or when there is activity of any kind at those operations or Facilities.

2.8 No Third Party Beneficiaries

This Contract is entered into by the County in its governmental capacity and is not intended

to nor does it create any third party beneficiary or rights in any private Person. This Contract does create certain rights in the Cities with respect to the Contractor but those rights may be exercised only by and through the County.

2.9 Personal Liability

This Contract is not intended to create or result in any personal liability for any public official or County employee or agent, nor shall the Contract be construed to create that liability.

2.10 Comprehensive Contract

All services that are necessary to complete and carry out the terms of the Contract as described in the Contract Documents shall be considered part of the Contract and the Contractor shall perform or provide for the services without extra compensation unless otherwise expressly stated in the Contract Documents.

2.11 Subsidiary Contracts

No agreement between the Contractor and its subcontractors, officers, employees or agents, including any agreement relating to the use, lease, operation or ownership of the Disposal Site and other Facilities, shall prevent, and the Contractor hereby represents and warrants that no such agreement prevents, either expressly or as the practical effect thereof, the Contractor from performing its obligations under this Contract.

2.12 Notices

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:

Skagit County
Public Works Department
Attn: Margo Gillaspay, LHg,
Solid Waste Division Manager
1800 Continental Place
MountVernon, Washington 99273

If to the Contractor:

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

2.13 Article, Section and Subsection References

Any Articles, Sections or subsections mentioned in this Contract by number only without reference to another document refer to the Articles, Sections and subsections contained in this Contract.

2.17 Public Records

Unless privileged, or otherwise exempt from public disclosure pursuant to applicable law, the County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by either party in connection with performance of this Contract. The Contractor recognizes and agrees that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). The Contractor should clearly identify and label in its proposal any specific information that it believes to be exempt from public disclosure, with an explanation as to what specific exemption(s) it believes to apply. If Skagit County receives a Public Records Act (RCW 42.56) request for such information so marked by the Contractor, and the County determines that it may need to produce that information in response to the Public Records Act request, the County's sole obligation to the Contractor shall be to reasonably attempt to notify the Contractor: (1) of the request, and (2) of the date that such information will be released to the requester, unless the Contractor independently obtains a court order to enjoin such disclosure (at the Contractor's sole cost and expense) pursuant to RCW 42.56. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. While the County may take such above-described reasonable steps to attempt to prevent the disclosure of such documents and information, the County cannot and does not represent and/or guarantee that any specific drawings, documents, data, plans, materials and/or information will not be released, even if the release of such drawings, documents, data, materials, plans, and/or information may be (or may arguably be) exempt or otherwise preventable by law. The Contractor expressly waives any and all claims against the County for any harm, liability, costs, and/or damages (direct and/or consequential) incurred by Contractor arising from and/or directly or indirectly related to the release of any and all drawings, plans, documents, data, materials, and/or information provided by Contractor.

2.18 Compliance with Laws

The Contractor, its officers, employees, agents and subcontractors shall comply with every applicable federal, state or local law, statute, rule, regulation or ordinance, including those of agencies having jurisdiction over the Project, in performing obligations under this Contract. The County shall have the right to inspect copies of all correspondence or any other documents in the possession of the Contractor or its subcontractors related to the Contractor's compliance with laws under this Contract.

2.19 Permits, Licenses, etc.

The Contractor shall obtain, maintain and pay for, comply with, at Contractor's sole expense, all permits and approvals from all applicable jurisdictions as required by law for its operations and activities under this Contract. For purposes of this Contract, the term "permits" means any temporary and/or permanent governmental authorization, approvals, licenses, certificates, inspection fees, surcharges or other approvals required for the performance of the Project. The Contractor shall provide to the County a list of all permits required for the Project 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 Contractor-caused violations of permits, laws or regulations; the County shall not be liable for and shall not reimburse 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.

2.20 Taxes and Fees

The Contractor shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form, that apply to any and all Persons, property, income, equipment, materials, supplies, structures or activities that are involved in the performance of the Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes and fees that arise in connection with the Contract; however, the Contractor shall not be responsible or liable for payment of any tax or fee for which the County is ordinarily responsible without regard to the services provided by the Contractor under this Contract.

2.21 Compliance with Grant Terms and Conditions

The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds the Contractor's work hereunder.

2.22 Records and Access; Audit; Ineligible Expenditures

The Contractor shall maintain records related to performance of its obligations under this Contract for a period of seven (7) years after completion of its services under this Contract. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Contract for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Contract, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

2.23 Access Rights

The County shall have the right to have its representative present at the Receiving Facility and Disposal Site during their hours of operation to observe and monitor Contractor's compliance with the provisions of this Contract, provided that such observation monitoring shall be conducted in a manner to minimize interference with the Receiving Facility and Disposal Site operations. While visiting the Receiving Facility or Disposal Site, the County representative shall comply with all reasonable rules and regulations adopted by Contractor.

ARTICLE 3 INDEPENDENT CONTRACTOR

The Contractor agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. This Contract neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of

the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The County shall only have the right to ensure performance. Nothing in this Contract shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Contract (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. For all purposes under this Contract, the Contractor personnel shall be the employees or agents of the Contractor exclusively and shall not be deemed to be employees or agents of the County for any purposes whatsoever. The Contractor shall be solely responsible for compliance by Contractor personnel with all rules, laws and regulations relating to employment of labor, prevailing wages, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law. Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made against the County with respect to those obligations. 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, county, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Contract. The Contractor has exclusive liability for all such obligations, and shall meet all requirements with regard to those obligations under any rules or regulations currently in force or which may be promulgated in connection therewith in the future. The parties recognize that this Contract is subject to prevailing wage requirements pursuant to applicable law, including RCW 39.58.090(8) and RCW 39.12.

ARTICLE 4 SUBCONTRACTING AND ASSIGNMENT

4.1 Subcontracting and Assignment

The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Contract without prior express written consent of the County which shall not be unreasonably withheld. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's rights, duties or obligations under this Contract to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Contract. Contractor shall remain liable and responsible for the performance of any such portion of this Contractor assigned, contracted, and/ or subcontracted to any other individual, firm, company, and/or other entity. Contractor shall ensure that all subcontractor(s) comply with the terms and conditions of this Contract, and all subcontractor(s) are to provide proof of insurance in the same form and amount as required for the Contractor (as determined to be sufficient by the County). Compensation for approved subcontractor(s) shall be included in the total dollar amount of this Agreement. All contracts between the Contractor and its subcontractors for services and work under this

Contract shall contain 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 its assignee as the Contractor and the County or its assignee shall have all the former rights, remedies and responsibilities of the Contractor under the subcontract. The Contractor shall be responsible to the County for the acts and omissions of its subcontractors and suppliers and the subcontractor's suppliers, employees, agents, or servants.

ARTICLE 5 CONTRACTOR AND COUNTY REPRESENTATIVES

5.1 Representatives

The Contractor and the County shall each designate a Contract Representative (“Representative”) for this Contract.

5.1.1 The Representative for the County is: Margo Gillaspy, LHg, Solid Waste Division Manager, or her designee.

5.1.2 The Representative for the Contractor is: _____

5.2 Contractor Representative

The Contractor's Representative shall be the Contractor's agent and shall represent the Contractor for all purposes of this Contract. All written or oral directions, instructions or notices given by the County to that Representative and related to the subject matter of the Contract shall bind the Contractor. The Contractor's Representative shall have authority to act on behalf of the Contractor; the Contractor's Representative's statements, representations, actions and commitments shall fully bind the Contractor. The Contractor Representative shall be available to the County Representative at all times during the term of this Contract.

5.3 Change in Representative

The parties shall promptly notify each other in writing of any change in the Representative designations.

ARTICLE 6 CONTRACTOR RESPONSIBILITIES

The services to be performed under the terms of this Contract shall be performed in accordance with the requirements of this Contract and with generally accepted practices prevailing in the Solid Waste industry at the time the services are performed. The Contractor shall perform the work in a timely manner. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Contract in a competent and professional manner.

6.1 General

The Contractor shall:

- (A) Own, operate, and/or lease Facilities necessary to perform its obligations under this Contract;
- (B) Procure and maintain performance bonds, letters of credit or other financial guarantees in accordance with this Contract;
- (C) Comply with all applicable laws; obtain any permit, license, certificate or governmental approval required for the Project; and pay all applicable taxes and fees in accordance with this Contract;
- (D) Procure and maintain insurance in accordance with this Contract; and
- (E) Maintain a closure and post-closure trust financial assurance in accordance with this Contract (see, Section 6.9.).

6.2 Receiving, Transportation, and Disposal Services

The Contractor shall Receive, Transport, and Dispose of Solid Waste from Customers as follows:

- (A) Receiving Services:
 - 1.) Contractor shall operate and maintain a Receiving Facility at throughout the term of the Contract unless an alternative Receiving Facility is approved in writing by the County Representative.
 - 2.) The Receiving Facility shall be open Monday through Friday, from 7:00 a.m. to 4:00 p.m. PST.
 - 3.) Notwithstanding Section 6.2(A)(2), if the County Transfer Station is closed for New Year's Day, Thanksgiving Day, or Christmas Day then the Receiving Facility may be closed for such holiday.
 - 4.) In the event an emergency results in an increase in the volume of Solid Waste, the Contractor shall extend the minimum hours of operation as necessary to accommodate Receiving of the increased volume of Solid Waste.
 - 5.) Contractor shall accept all Loaded Containers delivered to the Receiving Facility by Customers.
 - 6.) Contractor shall provide priority access at the Receiving Facility

during hours of operation to County vehicles delivering Loaded Containers. Priority access means that at any time during the Contractor's hours of operation County vehicles delivering Loaded Containers shall be provided service prior to all other vehicles delivering Solid Waste.

7.) Contractor shall maintain a daily average of no more than fifteen (15) minutes from the time a County vehicle Transports a Loaded Container to the Receiving Facility and the time the County vehicle leaves the Receiving Facility with an empty Container.

8.) At the Receiving Facility, the Contractor will weigh each Container as it enters the Receiving Facility.

(B) Transport Services:

1.) Contractor shall Transport to the Disposal Site in a timely manner all Loaded Containers accepted at the Receiving Facility.

2.) Contractor shall Transport all empty Containers from the Disposal Site to the Receiving Facility as required by the Contract.

(C) Disposal Services:

1.) Contractor shall operate and maintain any and all Disposal Sites utilized for this Contract in compliance with all applicable laws, rules, and regulations, including, but not necessarily limited to, WAC 173-351-300 Design Criteria (2)(a) or CFR Title 40, Subpart D, Section 258.40 Design Criteria (2)(b).

2.) Contractor shall Dispose at the Disposal Site located at of all Solid Waste accepted at the Receiving Facility within seventy-two (72) hours at the Disposal Site at throughout the term of the Contract unless an alternative Disposal Site is approved in writing by the County Representative.

3.) The Contractor shall not Dispose of Solid Waste in a Disposal Site that has been nominated or proposed for the National Priorities List ("NPL") of contaminated sites, or that has been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL.

4.) If a Disposal Site is located in a jurisdiction that is required to prepare a Comprehensive Solid Waste Management Plan, or the equivalent if the Disposal Site is located outside the State of Washington, the Contractor shall not Dispose of Solid Waste at such Disposal Site unless the plan of the receiving jurisdiction allows Solid Waste import to the Disposal Site.

5.) At the Disposal Site, the Contractor will weigh each Container as it enters and leaves the Disposal Site.

(D) The Contractor shall be solely responsible for providing sufficient capacity to Receive, Transport, and Dispose of Solid Waste in accordance with this Contract. The Contractor may accept materials from other sources provided that acceptance of such materials shall not interfere with providing services in accordance with this Contract.

6.3 Containers and Chassis

(A) Containers:

1.) Contractor shall provide Containers that have the following features:

(a) Closed top designed for intermodal refuse Transport;

(b) Rigid and durable, designed to Transport a minimum payload of 30 tons;

(c) Corrosion resistant;

(d) Smooth interior walls and floors;

(e) Rear loading double doors with heavy duty rubber seals that are safe and easily opened and closed manually by County personnel;

(f) 100% leak-proof to a height of 24" from the Container floor;

(g) Screened vent door at the front to allow dissipation of heat and expanding gases;

(h) No sharp edges or other hazardous conditions; and

(i) Painted with a unique alpha-numeric identification number that is not less than six (6) inches high on the two (2) long sides of the Container.

2.) Prior to the release of each Container by the Contractor to Customer, the Contractor will inspect the Container doorway seals and locking mechanisms and the overall condition of the Container to ensure that it conforms to this Contract.

3.) Contractor shall ensure Containers are available at both the Receiving Facility and County Transfer Stations at all times unless otherwise agreed to by County Representative.

4.) Following delivery to the Disposal Site, all Solid Waste shall be removed from each Container. The Contractor shall clean each Container as necessary to comply with the requirements of the jurisdictional health department(s) and to mitigate malodor, unsightliness, or the attraction of vectors.

5.) The Contractor shall supply the following types of Containers in sufficient quantities to facilitate the successful performance of the Contract, which shall be no fewer than the number needed to hold at least two (2) days' Solid Waste delivered to the Receiving Facility based on the County's average daily Solid Waste deliveries for the prior six (6) months:

- (a) 48' Open Top (Tarped) Containers;
- (b) 20' Open Top Containers; and
- (c) 48' Closed Top Containers.

6.) Upon County Representative approval, the Contractor shall provide a Container to a Customer; provided that the County reserves the right to override such Customer requests.

(B) Chassis:

1.) Contractor shall ensure Chassis are available at both the Receiving Facility and County Transfer Station at all times unless otherwise agreed to by County Representative.

2.) Contractor shall provide Chassis for all types of Containers, which shall have the following features:

- (a) 53' 3 or 4-Axle Chassis unless otherwise specified;
- (b) Able to turn 180 degrees in a 75' radius (measured at steer axle of tractor/yard goat) without damage;
- (c) Four sets of dual tires, all of which are the same size; and
- (d) Lug nut torque indicators.

3.) The Contractor shall provide all Chassis for Vector Grit/Street Sweepings as needed by the County with no less than three calendar days' notice from the County, with the following features:

(a) Lowboy 3 or 4-Axle Trailer – To accommodate 20' containers; and,

(b) Deck height of approximately 38".

4.) All Chassis for Residual Recycling Waste/Construction Demolition Debris (RRW/CDL) must be 48' four axle chassis.

5.) The Contractor shall supply all Chassis in sufficient quantity to facilitate the successful performance of the Contract, but no fewer than 14 at the Receiving Facility and the County Transfer Station.

6.) Upon County approval, the Contractor shall provide a Chassis to a Customer, provided that the County reserves the right to override such Customer requests.

(C) Maintenance:

1.) Chassis and Containers shall be properly maintained in a safe working condition at all times.

2.) Chassis and Containers shall be maintained by the Contractor in accordance with the manufacturer's recommended maintenance.

3.) Brake adjustments shall be checked weekly and documented in maintenance records.

4.) The Contractor shall replace any Chassis or Container that does not meet the requirements specified in this Contract.

5.) Containers and Chassis shall be maintained in a neat and sanitary manner including, but not limited to, washing and sanitizing the inside and outside of all Containers and Chassis with a suitable disinfectant and deodorant a minimum of once per month.

6.) Containers shall be maintained to avoid leakage or spillage of either Solid Waste or liquids from the Container while in transit or storage.

7.) Containers shall be inspected and repaired at least monthly for loose fitting doors, damage to doors, seals or locking mechanisms, blocked vents, corrosion, leaks, frayed or ripped tarps on Open Top Containers, or other damage incurred during loading, Transport, handling and Disposal of Solid Waste.

8.) If a Chassis or Container becomes legally inoperable while in transit by the County, the County operator will uncouple the Chassis or Container from the Tractor, immediately notify the Contractor of the breakdown, and return to the Contractor Transfer Facility for a replacement Chassis or Container. The Contractor shall provide the replacement within one hour of such notification. The Contractor shall be responsible for removing and repairing the disabled Chassis or Container, and shall Transport and Dispose of its Solid Waste load.

9.) If the County damages a Chassis or Container during Transport the County will reimburse the Contractor for all reasonable costs of repair or replacement.

10.) The Contractor shall provide Chassis and Containers in sufficient quantities to allow County operations to continue without delay in the event of scheduled or unscheduled maintenance. The Contractor shall provide quarterly maintenance reports to the County. Such reports shall include a record of all scheduled and unscheduled maintenance performed on any Chassis or Container used in the Project during the previous quarter.

11.) Maintenance records shall be preserved for the term of this agreement plus three (3) years and made available for inspection upon the request of the County and/or the jurisdictional health department(s).

6.4 Scales

(A) The Contractor shall provide adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing Containers at the Disposal Site.

(B) At the Disposal Site, the Contractor will prepare a weight ticket showing the date, Container number, time-in and time-out, Security Seal markings, and gross weight, tare weight and net weight of the Container. This information will serve as the basis of Payment for all services provided by the Contractor under this Contract. At the County 's request, a copy of each weight ticket will be provided to the County.

(C) The Contractor shall weigh, record, and tabulate materials delivered pursuant to this Contract by Customer.

(D) The Contractor shall maintain the scales used for weighing Containers in accordance with the requirements set forth in *Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices*, U.S.

Department of Commerce, National Institute of Standards and Technology, Handbook 44.

(E) The Contractor shall test the Disposal Site scales as required by Applicable Law or upon request of the County. At a minimum, the Contractor shall test the Disposal Site scales every six (6) months. At the County's request, the Contractor shall test the scales if the net weight of a Container at the Disposal Site varies by more than two percent (2.0%) from the net weight of such Container at the County Transfer Station.

(F) The Contractor will pay for the recalibration of scales excluding scales at the County Transfer Station.

(G) The Contractor will reimburse the County for any overpayment attributable to improper calibration, retroactive to the date of the County's request for the Contractor test the scales.

6.5 Alternative Operations Plan

(A) No later than sixty (60) calendar days after execution of the Contract, the Contractor shall submit to the County for approval a complete and detailed and satisfactory alternative operations plan for correcting, repairing or reconstructing any Facility that for any reason becomes incapable of performing its role pursuant to the Contract. This operations plan ("plans") shall be subject to review and approval by applicable County staff, and shall include provisions for alternative Facilities if necessary and shall be of sufficient detail to satisfy the County of the Contractor's ability to maintain operations in the event that Uncontrollable Circumstances prevent the use of the primary system, or if for any other reason the Contractor is unable to Receive, Transport, and/or Dispose of Solid Waste using the primary system pursuant to this Contract. The County shall not be responsible for additional costs related to the utilization of alternative Facilities unless otherwise specified in this Contract. The Contractor shall be responsible for procuring the alternative Facilities and any and all increases in costs, including, but not limited to, transportation costs, Disposal costs, and County capital and operational costs incurred due to the need for use of the alternative Facilities. The plans shall include but not be limited to:

- 1.) An inventory of alternative Receiving, Transportation, and Disposal Facilities;
- 2.) A listing of financial and technical resources for the

implementation of the plan;

3.) A mobilization plan for each component of the alternative operations system;

4.) Copies of any operating permits for alternative Facilities and/or a timeline (to be updated annually) for receiving permits that have pending applications.

(B) All alternate Facilities shall be available from the first day that operations commence under this Contract. The alternative operations plan shall be updated and submitted for County approval on an annual basis. If no changes have occurred since the last submittal that affect any part of the alternative operations system, a report stating this fact and signed by the Contractor's representative will satisfy the requirement for the annual alternative operations plan update.

(C) The County's approval of the plan is not and shall not be construed as a limitation on Contractor's obligations pursuant to the provisions of the Contract.

6.6 Transition Support

The Contractor understands, acknowledges, and agrees that a smooth transition from one provider(s) to another is essential for the health and safety of the County, Cities and the residents thereof; the failure of the Contractor to timely and promptly transition the services provided pursuant to this Contract may create serious health and safety issues for County, Cities and residents thereof; and neither County nor Cities possess the necessary manpower or equipment to provide the services herein. Within thirty (30) calendar days after execution of the Contract, the Contractor shall submit to the County Representative for approval a satisfactory transition plan, subject to review and approval by applicable County staff. The plan shall include but not be limited to:

(A) The transition from the current vendor to the Contractor providing services upon the date specified in Section 19;

(B) The transition from the Contractor to subsequent person(s) or the County providing services upon expiration of the Contract; and,

(C) The transition from the Contractor to subsequent person(s) or the County providing services upon termination of the Contract for reasons other than

expiration of its term.

6.6.1 The Contractor shall cooperate fully and timely with the County and any previous and subsequent provider(s) in any transition of services. If the Contractor fails to fully and completely transition in accordance with this Contract and the transition plan, the County may engage the services of another provider to immediately fully and completely transition in accordance with this Contract and the transition plan, and Contractor shall pay the County any and all expenses of such transition. In the event the County is unable to secure the immediate services of another provider, the County may pursue any and all equitable and legal remedies available to it.

6.7 Solid Waste Acceptance and Transfer of Ownership

(A) Customers shall deliver each Loaded Container to the Receiving Facility. Ownership of the Solid Waste within a Loaded Container shall pass to the Contractor at the Receiving Facility after the Contractor verifies that the Security Seal is intact and signs the County transaction ticket. After this transfer of ownership occurs, the Contractor shall be responsible for all duties, costs, and liabilities associated with managing the Solid Waste within the Container, except for such duties, costs, and liabilities that are the direct cause of Unacceptable Waste that was Loaded by the Customer into the Container.

(B) If a Container is delivered to the Receiving Facility with a Security Seal that is not intact, the Contractor shall:

- 1.) Notify the County Representative within four (4) hours of discovery;
- 2.) Promptly inspect the Container in accordance with Article 10;
- 3.) Promptly install a replacement Security Seal on the Container marked with the same markings as the original seal; and
- 4.) Sign the County transaction ticket.

Ownership of the Solid Waste within a Loaded Container shall pass to the Contractor at the Receiving Facility after the Contractor verifies that the Security Seal is intact and signs the County transaction ticket. After this transfer of ownership occurs, the Contractor shall be responsible for all duties, costs, and

liabilities associated with managing the Solid Waste within the Container, except for such duties, costs, and liabilities that are the direct cause of Unacceptable Waste that was Loaded by the Customer into the Container. If the net weight of the Container is greater than the net weight indicated on the transaction ticket, the County will reimburse the Contractor for any such increase.

(C) If a Container is delivered to the Contractor Receiving Facility with external evidence (such as smoke or extreme heat) that the Container might contain hazardous or explosive material, the Contractor shall take steps necessary to protect its employees and the public from potential hazard. The County will reimburse the Contractor for all costs associated with managing and Disposing of

6.8 Performance Bond

(A) The Contractor shall provide at the execution of the Contract and maintain for the term of the Contract a performance bond from a bonding company, financial institution or other entity approved by the County. Said bond shall be (i) a contract performance bond substantially in the form of **Exhibit B**, or (ii) a standby letter of credit from a financial institution whose long-term debt is rated in one of the three highest categories by a nationally recognized rating agency (e.g., Standard & Poor's rating of AAA, AA or A), or (iii) any other financial guarantee or type of bond or letter of credit that is approved by the County. The initial amount of the bond or other financial guarantee provided under this subsection shall be five hundred thousand dollars (\$500,000); however, within thirty (30) days of the date the Contractor receives a notice to proceed with service under the Contract, the bond or other financial guarantee shall be replaced or increased to a minimum amount of fifteen million dollars (\$15,000,000) for the first year of service under the Contract, and the Contractor shall provide County with proof of replacement of initial bond within sixty (60) days. Thereafter, the Contractor shall replace or maintain the bond in an amount equal to seventy percent (70%) of the total revenues paid by the County to the Contractor under this Contract for the previous year of operations. Except for the initial five hundred thousand dollar (\$500,000) bond, 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 of the bond's renewability, at least one hundred eighty (180) days before the bond then in effect expires.

(B) 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 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 Article the word "bond" shall mean any bond, letter of credit or other financial guarantee referred to in this Article 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 Article 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 must approve in writing the Surety providing, and the form and substance of, all bonds. The Contractor may satisfy the bond obligations under this Article by providing bonds from one or more bonding companies meeting the qualifications set forth in this Article.

6.9 Closure and Post-Closure Financial Assurance

The Contractor shall be responsible for all closure and post-closure costs relating to the Facilities. The Contractor shall establish and maintain at its sole expense any closure and post-closure financial assurance now or hereafter required under any applicable federal, state or local law or regulation. The Contractor shall use the money (funds) in the financial assurance, including any interest earnings thereon, to guarantee proper closure and post-closure activities and to provide for the mitigation of environmental effects of the Receiving Facility and the Disposal Site. Funds (money) in the financial assurance shall be disbursed in accordance with laws and regulations of the State of Washington or other applicable law.

6.10 Records; Reporting

(A) The Contractor shall keep accurate records of all transactions connected with this Contract including, but not limited to, all correspondence and invoices and transaction tickets issued at a Contractor Receiving Facility or a Disposal Site. The Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied in connection with this Contract. The requirements of this Section are supplemental to the Contractor's obligations and duties concerning public records pursuant to applicable law (including RCW 42.56).

(B) The Contractor shall provide to the County by the fifteenth (15th) day of each month a report for the preceding month summarizing routine and extraordinary activities during the prior month and plans and schedules for future activities. The monthly report shall include, but not be limited to:

- 1.) The condition of the Facilities;
- 2.) Any complaints submitted to the Contractor, including but not limited to the date and time of the complaint, description of the complaint, the date and time of resolution of the complaint, and description of the resolution of complaint;
- 3.) Any extraordinary occurrences affecting the Contractor's performance including but not limited to occurrences affecting the

Facilities;

- 4.) Documentation regarding deliveries of materials to Receiving Facility including date of delivery to the Receiving Facility, date of Disposal at the Disposal Site, Customer name, type of Solid Waste, tonnage of Solid Waste, type of Container (i.e. Closed Top Container or Open Top Container), Compacted Container or Uncompacted Container, and other information as requested by the County Representative.
- 5.) Copies of transaction tickets, invoices and/or receipts for the month;
- 6.) Changes in the status and readiness of alternate Facilities;
- 7.) Documentation regarding Unacceptable Waste as required in the Contract;
- 8.) Maintenance reports as required in the Contract;
- 9.) Accidents reports as required in the Contract; and
- 10.) Violations of permits, laws or regulations.

(C) The Contractor shall provide to the County, on a daily basis by 4:00 p.m., PST, the number and location of all Chassis and empty Containers used in the performance of this Contract.

(D) The Contractor shall provide to the County, on a weekly basis, a cumulative report of the matters specified in Subsection 6.10(B)(4) for the previous week, up to the day prior to the report.

6.11 Accidents; Complaints

The Contractor shall be responsible for all injuries, accidents and other mishaps associated with its operations that are not caused by the negligence of the County. The Contractor shall report any accidents resulting from the performance of this Contract to the County as soon as practicable. For purposes of this Section, "accident" shall include the death of any person, any personal injury resulting in inpatient hospitalization or outpatient treatment by a physician or damage to any real or personal property exceeding \$5,000. Within seven (7) days of an accident, the Contractor shall report in writing to the County complete details of the accident including witness statements. The Contractor shall respond in a reasonable manner to complaints, charges and allegations related to Contractor's performance under the Contract within one (1) Business Day of receipt of the complaint, charge or allegation, including but not limited to those complaints made or actions brought by members of the public, citizens, citizen groups and/or public agencies.

The Contractor shall deliver to the County a report of all complaints submitted that shall include but not be limited to the name and address of the complainant, the substance of the complaint including the activity or service at issue, the action, if any, the Contractor has taken to investigate or remedy the problem or an explanation of why no action has been taken.

6.12 Other Customers

For purposes of assuring that Contractor's use of the Facilities under other contracts will not adversely affect Contractor's performance under this Contract, by September 30th of each year, beginning September 30, 2023, the Contractor shall provide a report to the County listing all contracts with public and private customers which have utilized the Receiving Facility and Contractor's equipment, including, but not limited to Containers and Chassis.

6.13 Payment of Subcontractors and Agents

Unless a reasonable dispute exists concerning payment, the Contractor shall promptly pay all subcontractors, materialmen, suppliers or laborers engaged for purposes of this Contract in accordance with the contract or agreement between that Person and the Contractor.

6.14 Scheduling; Management; Quality of Performance

The Contractor shall coordinate, schedule in an orderly manner and manage all work done by Contractor's officers, employees, subcontractors and agents under this Contract. The Contractor and subcontractors shall perform every act or service under this Contract in a skillful and competent manner in accordance with the highest standards of the Solid Waste Receiving, Transportation and Disposal industries. The Contractor shall be responsible to the County for any errors, deficiencies or failures to perform under this Contract. All workers and subcontractors shall be skilled in their trades. All operators shall be licensed or otherwise qualified as required by law. The Contractor shall furnish evidence of the skill and licenses of its officers, employees, subcontractors and agents on the request of the County.

6.15 Spillage, Leakage, Litter and Odor, and Other Nuisances.

(A) The Contractor shall be responsible for the cleanup of any spillage or leakage caused by the Contractor or the Contractor's employees or subcontractors. The Contractor shall clean up any materials including leakage of fluids spilled while performing services under this Contract. During Transport, the Contractor shall ensure all materials are contained, covered and enclosed to prevent leaking, spilling, or blowing of materials. The Contractor shall immediately respond to and shall promptly and timely perform all clean-ups when the Contractor or the Contractor's employees or subcontractors learns (for avoidance of doubt,

whichever learns first) of the spilling, leaking, etc.

(B) The Contractor shall be required to pick up all litter caused by services in connection with this Contract.

(C) The Contractor shall maintain the Receiving Facility and equipment located in the County in a manner that prevents odors. The Contractor shall routinely clean equipment at the Receiving Facility and equipment located in the County in a manner that prevents odors.

(D) The Contractor shall ensure that nuisances are not caused by the Contractor or the Contractor's employees or subcontractors while performing services under this Contract.

(E) Hazardous, Toxic or Harmful Substances. The Contractor shall at Contractor's own sole and separate cost, expense, and liability, comply with all hazardous waste laws, rules, and regulations and shall treat, store, dispose of or otherwise handle hazardous substances in a safe and proper manner and the Contractor shall not allow or cause any hazardous, toxic or petroleum materials to be disposed or discharged on any portion of the Facilities. As also further defined at Section 1.21., the term "hazardous substance", "hazardous waste", or "hazardous material" shall specifically include, but shall not be limited to petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state, and any other material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. The Contractor shall be solely and separately liable responsible for the remediation of any hazardous materials that are spilled or discharged on or about the Facilities that are caused by the actions or activities of the Contractor, Contractor's employee(s), subcontractor(s) and/or agent(s). Contractor shall indemnify, defend and hold the County harmless from any fines, suits, procedures, claims, costs, damages, expense, and actions of any kind arising out of or in any way connected with any releases, spills or discharges of hazardous substances or waste at the Facilities occurring, arising from, and/or related to the Contractor's use, occupation, and/or operation of the Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's (including but not limited to the County's) costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, mitigation, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

Contractor shall: (1) Immediately notify the County of (i) all spills or releases of any hazardous substances affecting the Facilities, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the Facilities by, or any correspondence, orders, citations or notifications from any regulatory entity concerning the hazardous substances affecting the Facilities, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Facilities; and (2) On request, provide copies to the County of any and all correspondence, pleadings, and/or reports received by or required of Contractor or issued or written by Contractor or on behalf of Contractor with respect to the use, presence, transportation or generation of hazardous substances related to the Facilities. The terms of this Section shall survive the termination or expiration of this Contract.

6.16 Ancillary Use of Facilities by Contractor

The Contractor may use Facilities for its own purposes if used in accordance with all applicable federal, state and local laws and regulations and provided that said use does not interfere with the Contractor's performance under this Contract. If the Facilities are used in such manner, the Contractor shall be solely liable and responsible for all losses, damages, costs, charges, expenses, judgments or any liabilities whatsoever resulting from that use.

ARTICLE 7 COUNTY AND OTHER CUSTOMER RESPONSIBILITIES

7.1 Processing and Delivery of Solid Waste

(A) During operations at the County Transfer Stations, the County will load Acceptable Waste into Containers. The County will Transport Loaded Containers to the Receiving Facility with County tractors and Contractor Chassis.

(B) Prior to delivering a Loaded Container to the Receiving Facility the Customer shall:

- 1.) Close the Container;
- 2.) Prepare and install a Safety Seal for the Container; and
- 3.) Prepare a bill of lading for the Container.

(C) If the County or other Customer do not create or install a Security Seal, the

Contractor shall install a replacement Security Seal on the Container and follow the procedures set forth in Section 6.7(B).

(D) The County will provide and operate all equipment necessary for County Transfer Station operation. Containers and Chassis shall be provided by and remain the property of the Contractor.

(E) The Customers will provide the Tractors and Transport necessary to Transport Containers and Chassis to and from the Receiving Facility.

7.2 Minimum Average Annual County Compacted Container Weight

The County shall compact Acceptable Waste, excluding Residual Recycling Waste/ Construction, Demolition and Land-clearing Waste and Street Sweepings/Vactor Waste and Grit and other Solid Waste as determined by the County Representative, accepted at County Transfer Stations prior to delivery to the Receiving Facility. The County agrees that the average annual County provided Compacted Container weight shall be at least twenty-six (26) tons. The County shall calculate the average Compacted Container weight on or before December 31st for each preceding year beginning December 31, 2023, and for each twelve-month period ending during the term of the Contract. The average Compacted Container weight shall be calculated as the total weight of all County provided Compacted Containers accepted by the Contractor divided by the total number of County provided Compacted Containers accepted by the Contractor during the given time period.

7.3 Rejection of Facilities

The County may reject a Facility, including but not limited to Containers or Chassis, which it reasonably believes is not roadworthy or otherwise does not conform to the Contract.

7.4 Weighing and Transaction Tickets

The County shall weigh each Loaded Container to be delivered from the County Transfer Station to the Receiving Facility. After each Loaded Container is weighed, the County will prepare a transaction ticket bearing the time, date, Security Seal markings, and net weight of the Container. Such transaction tickets will serve as the basis for the reconciliation of the difference between the Contractor's net weights as stated on the Contractor's weight tickets, and the County's net weights as stated on the County's corresponding transaction tickets. Two copies of the transaction ticket will be provided to the Contractor at the time that the Contractor accepts ownership of the Solid Waste pursuant to Section 6.7.

7.5 Flow Control

The Contractor shall comply with Skagit County's flow control regulations pursuant to applicable laws (including SCC 12.18.) directing all Acceptable Waste generated and

collected in the County to the County System.

7.6 Solid Waste System Governance Board Interlocal Agreement

The Contractor shall comply with the terms and conditions of the County's interlocal agreement establishing the Solid Waste System Governance Board (SWSGB), as defined per Section 1.34, and applicable resolutions, etc. related thereto.

7.7 Not a Put or Pay Contract (No Minimum Tonnage Guaranteed).

The Contractor and the County agree this is not a "put or pay" contract. The Contractor and the County agree there is no minimum tonnage that the County is required to deliver to the Contractor under this Contract, and the County makes no guarantees, representations and/or warranties (express or implied) in this regard.

7.8 Right to Establish Diversion Programs

The Contractor and the County agree that the County reserves the right to establish diversion programs. The Contractor and the County agree that nothing contained in this Contract shall be construed to prevent the County from establishing diversion programs that, recycles, composts, or otherwise diverts all or a portion of Acceptable Waste.

ARTICLE 8 TIPPING FEES AND CONTRACTOR COMPENSATION

8.1 Calculation of Tipping Fees

For each Loaded Container delivered by Customers to and accepted by the Contractor at Receiving Facility, Transported from the Receiving Facility to the Disposal Site, and Disposed at the Disposal Site, the County shall pay Contractor a Receiving Services and Transport Services Fee and Disposal Services Fee based on the net weight reported by the scale at the Disposal Site. For each Loaded Container delivered by Customer directly to the Disposal Site and Disposed at the Disposal Site by the Contractor, the County shall pay Contractor a Disposal Services Fee based on the net weight reported by the scale at the Disposal Site. The Contractor shall not receive payment for any fees other than those specifically identified in **Exhibit A**.

8.2 Credit for County Compacted Container Weight

The County shall receive a credit each month that the average weight per Compacted Container delivered to the Receiving Facility from the County Transfer Stations exceeds 27.5 tons. Each ton exceeding the 27.5 ton average will be credited at \$XX.XX per ton or pro-rata portion thereof. For example, if the average weight per load contained in the 1,000 eligible Containers delivered to the Receiving Facility in a particular month is 29.5 tons, the County would receive a credit of \$XX,XXX (1,000 containers x 2.0 tons extra weight = 2,000 tons x \$XX.XX per ton = \$XX,XXX credit). The credit will be deducted from the applicable monthly invoice and calculated in the form of an electronic

spreadsheet acceptable to the County, that will be available to the County each month. The CPI Fee Adjustments in Section 8.3 shall apply to the credit.

8.3 Adjustment – Minimal Average County Compacted Container Weight

If the County fails to satisfy the minimum annual average County Compacted Container weight of 26.0 tons as set forth in Section 7.2, the County shall pay to the Contractor in a lump sum payment or twelve (12) monthly installments, at the County's option, the difference between the amount the County would have paid for Receiving Services and Transport Services Fees if it had satisfied the annual minimum annual average County Compacted Container weight and the amount actually paid by the County for Receiving Services and Transport Services Fees. This difference shall be calculated as follows:

For example, if the average weight per load contained in the 1,000 eligible Containers delivered to the Receiving Facility in a particular month is 25.5 tons, the County would make payment of \$XX,XXX (1,000 Containers x 0.5 tons less weight = 500 tons x \$XX.XX per ton for Receiving Services and Transport Services Fees = \$XX,XXX payment). The CPI Fee Adjustments in Section 8.4 shall apply to the payment.

8.4 CPI Fee Adjustments

All fees in Exhibit A and credit for County Compacted Container in Section 8.2 shall remain fixed from through _____. On February 1, 2024 and every February 1st thereafter for the term of the Contract, all fees in **Exhibit A** and credit for County Compacted Container in Section 8.2 may be increased or decreased in accordance with this section upon approval of the County. The adjustment, if any, shall be effective February 1st of each year. The adjustment shall be calculated by multiplying the fee in the immediate preceding calendar year by seventy percent (70%) of the change in the Consumer Price Index for the previous calendar year. In the event that the standard reference base period of the CPI is changed, the annual adjustment shall reflect the new base period in the first calendar year the new base period is available. Any unresolved dispute regarding any other change in the definition or calculation of the CPI that materially affects the CPI Fee Adjustment under this Article shall be resolved by arbitration in accordance with Article 15 of the Contract.

8.5 Payment

(A) The Contractor shall provide to the County by the tenth (10th) day of each month an invoice (both a hard copy and a data file) in a format acceptable to the County and accompanied by supporting documentation as required by the County for services performed by the Contractor under this Contract in the preceding month. The invoice shall include (i) the tonnage and count of Compacted Loads by type of Solid Waste, (ii) the tonnage and count of Uncompacted Loads by type of Solid Waste, (iii) average weight of Compacted Loads, (iv) average weight of Uncompacted Loads, (v) description of

condition of Facilities, (vi) copies of County transaction tickets, (vii) documentation of Unacceptable Waste; and (viii) changes in Alternative Operations Plan. The County shall pay the Contractor electronically (ACH) for the previous month's service by the last Business Day of the month in which the invoice is received. If any amount is disputed, the County may withhold payment of that disputed amount pending resolution. The County shall otherwise promptly pay invoices received in the ordinary course of business.

(B) All unresolved disputes concerning the calculation of or adjustment to payments based on the Tipping Fees shall be resolved by arbitration in accordance with Article 15. However, the undisputed portion of the fee (or fees) shall be made effective promptly; further adjustment shall be made effective on the resolution of the dispute under Article 15. In addition to any portion of the disputed amount ultimately awarded, the arbitrator may also award to the Contractor reasonable interest on the disputed amount from the date the Tipping Fee component or Payment adjustment was effective. The interest award may be made by means of a further increase or decrease in the payment made to the Contractor.

(C) Upon acceptance of payment, the Contractor waives any claims for the services covered by the Invoice. No advance payment shall be made for the services furnished by Contractor pursuant to this Contract.

8.6 Calculation Rounding

Rounding for calculations shall be done to the nearest hundredth. For example: 8.355 shall be rounded to 8.36, and 8.354 shall be rounded to 8.35.

ARTICLE 9 ALLOCATION OF RISK; UNCONTROLLABLE CIRCUMSTANCES

9.1 Contractor Reliance

The Contractor warrants that prior to submitting Contractor's response to the request for proposals (and executing this Contract), that Contractor has examined carefully and acquainted itself with:

- (A) all Contract Documents;
- (B) the Project;
- (C) the Facilities;
- (D) the difficulties that may be encountered in performing the Project;

- (E) all applicable federal, state and local laws, regulations, ordinances, codes and rules.

9.2 County Disclaimer

The County does not warrant or admit the correctness of any investigation, interpretation, deduction or conclusion by the Contractor relative to the condition or conditions of the Disposal Site or other Facilities. The Contractor has made and shall make its own deductions and conclusions as to any and all problems that may arise from Facility site conditions and shall accept full legal responsibility and liability for those conditions.

9.3 Uncontrollable Circumstances

(A) Notification; Damaged Facilities Plan. Within twenty-four hours of the occurrence of an Uncontrollable Circumstance, the knowledgeable party shall notify the other of the event. If the occurrence of the Uncontrollable Circumstance damages, destroys or otherwise incapacitates the Facilities, the Contractor shall, at the earliest practicable time, activate the alternative operations plan prepared in accordance with the Contract. If the Uncontrollable Circumstance or the damage to the Facilities is not provided for in that plan, the Contractor shall submit to the County as soon as practicable a plan for correcting, repairing or reconstructing the affected Facilities.

(B) Obligation to Provide Alternate Facilities. If the Contractor on the occurrence of an Uncontrollable Circumstance, cannot or fails to provide services under this Contract with the primary Facilities, the Contractor shall make available to the County alternate Facilities at the prevailing fees in effect at the primary Facility when the event occurs.

(C) Fees for Alternative Facilities. Subject to the conditions and limitations of Article 8, fee components may be increased to reflect additional costs incurred because an alternate Facility must be used due to an Uncontrollable Circumstance. If the reasonable actual increased cost of remedying the effects of any Uncontrollable Circumstance will or is estimated to increase the fees more than twenty-five percent (25%), or, in the event of an increase in or imposition of a State/Local Solid Waste Handling Fee that exceeds twenty-five percent (25%) of the fees not including that State/Local Solid Waste Handling Fee, the County may use other alternate Facilities.

(D) Disputes. Unresolved disputes concerning the calculation of the cost of remedying the effects of an Uncontrollable Circumstance under this Section shall be resolved by arbitration in accordance with Article 15.

9.4 Insurable Uncontrollable Circumstances

If any of the Facilities are damaged or destroyed due to events for which the Contractor is obligated to carry insurance, the Contractor shall act diligently to promptly collect and apply insurance proceeds to the correction or reconstruction of those Facilities.

ARTICLE 10 INSPECTION OF SOLID WASTE; UNACCEPTABLE WASTE

10.1 Solid Waste Inspection at Disposal Site; Handling of Suspected Unacceptable Waste

The Contractor may inspect all delivered Loaded Containers for the presence of Unacceptable Waste. If the Contractor removes the Security Seal during an inspection for the presence of Unacceptable Waste, the Contractor shall notify the County with one (1) hour of its removal and install a replacement Security Seal on the Container marked with the same markings as the original seal upon completion of the inspection if such Solid Waste shall not be immediately disposed at the Disposal Site. The County may be present to observe any inspection conducted under this Article and may at its sole discretion and cost inspect any Solid Waste or Unacceptable Waste delivered to the Disposal Site under this Contract. If the Contractor discovers Unacceptable Waste in a Loaded Container, the Contractor shall:

- (A) First, notify the County of the discovery of the Unacceptable Waste within one (1) hour of the discovery;
- (B) Second, gather, preserve, maintain and make available to the County all evidence demonstrating that the Unacceptable Waste was delivered to the Contractor pursuant to this Contract including without limitation to the following:
 - 1.) The time the Loaded Container was delivered to the Disposal Site;
 - 2.) The Security Seal number on that Loaded Container;
 - 3.) Photographs of the Unacceptable Waste that might establish that the Solid Waste is Unacceptable Waste and was delivered pursuant to this Contract;
 - 4.) Samples of Acceptable Waste from the Loaded Container that may demonstrate that the Loaded Container was delivered pursuant to this Contract;
 - 4.) Other evidence that may demonstrate the origin of the Unacceptable Waste;

- 5.) Laboratory results (if any);
- 6.) Other documentation provided by federal, state, or local authorities;
and
- 7.) Other documentation the County reasonably believes is relevant.

(C) Third, test or arrange to have tested at the Contractor's own expense the Unacceptable Waste if required to prove to the County's satisfaction that such Solid Waste is Unacceptable Waste;

(D) Fourth, provide notice to the County of the Unacceptable Waste, after which the County may elect to do any or all of the following:

- 1.) Inspect that Unacceptable Waste within seventy-two (72) hours of the Contractor's notice to the County of the existence of that Unacceptable Waste,
- 2.) Test the Unacceptable Waste within a reasonable period of time;
and
- 3.) At any time after the discovery of the Unacceptable Waste examine all other evidence gathered by the Contractor under Section 10.1 (B), above. For purposes of any inspection conducted pursuant to this Section 10., the County shall have unrestricted access to the Disposal Site and/or any other site or facility at which the Unacceptable Waste is located; and

(E) After completion of Section 10.1 (D) by County, Dispose of the Unacceptable Waste and seek reimbursement from the County for the actual reasonable cost of that Disposal in accordance with Section 10.2.

10.2 Liability for Testing, Inspecting, Handling and/or Disposing of Unacceptable Waste

If, after inspecting and/or testing the Solid Waste delivered under this Contract the Contractor discovers no Unacceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Disposal Site under this Contract, the Contractor shall Dispose of that Solid Waste at no additional cost to the County and shall reimburse the County for the County's costs, if any, of inspecting and/or testing that Solid Waste including but not limited to laboratory fees, Transportation and handling costs and the inspector's food, transportation, lodging and labor costs. If Unacceptable Waste is discovered and there is reasonable proof satisfactory to the County that the Unacceptable Waste was delivered to the

Disposal Site under this Contract, the County shall pay or reimburse the Contractor for, subject to the limitations and conditions of this Article, the actual reasonable cost of the inspection, testing, identification, handling and Disposal of that Unacceptable Waste. Payment or reimbursement by the County will only be made if the Contractor:

(A) complies with the requirements of this Article including but not limited to Subsections 10.1(A) through (E), above;

(B) assists the County to the extent possible in ascertaining the Person previously owning or responsible for the delivery of the Unacceptable Waste; and

(C) documents its actual costs, the reasonableness of those costs and that the costs represent the least costly method of inspecting, testing, identifying, handling and/or Disposing of the Unacceptable Waste in compliance with applicable federal, state or local law.

10.3 Any payment or reimbursement made by the County to the Contractor under this Section shall be paid in four (4) consecutive quarterly installments or a single lump sum payment at the County's sole discretion. The first installment or the lump sum payment shall be paid on the fifteenth day of January, April, July or October, whichever date first occurs a minimum of ninety (90) calendar days after all costs for the Unacceptable Waste are documented and submitted to the County. The County shall not pay the Contractor any interest accruing on any payment due under this Article. Any unresolved disputes arising under this Article relating to the Contractor's actual reasonable costs shall be resolved by arbitration in accordance with Article 15.

ARTICLE 11 INDEMNIFICATION

11.1 Indemnification of County

To the maximum extent allowed by law, the Contractor and Contractor's agents, subcontractors, and successors, will otherwise protect, save and hold harmless the County, the County's agents, employees, contractors, elected officials, and volunteers, from any and all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Contractor, the Contractor's agents, contractors, subcontractors, licensees, invitees, employees, arising out of or in connection with any acts or activities related to this Contract, whether such claims, actions, costs, damages, or expenses result from acts or activities occurring on, at, and/or away from the Facilities. Contractor further agrees to defend the County, its agents, employees, contractors, elected officials, and volunteers in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with acts or

activities related to this Contract, whether such claims, actions, costs, damages, or expenses result from acts or activities occurring on, at, and/or away from the Facilities. To the maximum extent allowed by law, the Contractor agrees to indemnify, defend and hold the County, its agents, officers and employees, harmless from and shall process and defend at Contractor's own expense all claims, demands, or suits at law or equity arising out of the Contractor's negligent performance or failure to perform any and all duties prescribed by this Contract. This obligation shall not include such claims, costs, damages, or expenses which are caused by the sole negligence of the County. If applicable, Contractor's indemnification obligations include assuming potential liability for actions brought by Contractor's own employees and the employees of Contractor's agents, representatives, contractors, and subcontractors even though Contractor might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to claims against the County arising by virtue of Contractor's exercise of the rights set forth in this Agreement. The obligations of Contractor under this section have been mutually negotiated by the parties, and Contractor acknowledges that the County would not enter into this Agreement without Contractor's waiver. To the extent applicable and required to provide this indemnification and this indemnification only, Contractor waives Contractor's immunity under Title 51 RCW as provided in RCW 4.24.115.

11.3 Notice to Contractor

In the event an action is brought against the County for which indemnity may be sought against the Contractor, the County shall notify the Contractor in writing within a reasonable period of time.

11.6 Royalties; License Fees; Patents

The Contractor shall pay all royalties and license fees, shall defend all suits or claims for patent infringements that may occur in the performance of this Contract and shall defend, indemnify, and hold th County harmless from any loss on account thereof.

11.7 No Waiver

Except as otherwise expressly stated herein, the parties do not under this Article waive or surrender immunity available under any federal, state, regional or local law. This Article shall survive termination or expiration of the Contract.

ARTICLE 12 INSURANCE

12.1 General; Minimum Scope and Limits of Insurance

The Contractor shall procure and maintain for the duration of the term of this Contract, insurance, or provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Contractor, its agents, representatives or employees. The Contractor shall provide evidence of self-insurance and/or an insurance certificate, that also names the County, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, to the County prior to the commencement of any use or operation of the Facilities by Contractor. Such self-insurance and/or insurance certificate shall evidence the following minimum coverages. All required insurance shall be obtained from companies rated "A-" or better in "A.M. Best's Insurance Guide," or an equivalent rating by similar rating agencies, and shall be from insurers authorized to transact business in the State of Washington. In no event shall the limits of any insurance policies be construed as limiting the liability of the Contractor.

- A. Comprehensive general/excess liability insurance including coverage for premises - operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than:
 - (1) \$10,000,000 (ten million dollars) per occurrence and in the aggregate for bodily injury or death to each person;
 - (2) \$10,000,000 (ten million dollars) for property damage resulting from any one accident; and
 - (3) \$10,000,000 (ten million dollars) for general liability.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$5,000,000 (five million dollars) for each person and \$5,000,000 (five million dollars) for each accident;
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$2,000,000 (two million dollars); and
- D. Environmental/Pollution liability with a limit not less than \$10,000,000 (ten million dollars) for each occurrence, at a minimum covering liability from sudden and/or accidental occurrences.

12.1.1 If coverage is purchased on a “claims made” basis, then the Contractor shall warrant continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date termination of this Contract, and/or conversion from a “claims made” form to an “occurrence” coverage form. The required liability limits may be met under a primary or an excess policy, or any combination thereof.

12.2 Any deductibles or self-insured retentions must be declared to the County, if requested by the County. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Contractor. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

12.3 The Contractor’s insurance shall be primary insurance with respect to the County, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the County, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.

12.4 In addition to the coverage requirements set forth in this Section, the certificate of insurance shall provide that:

“The above described policies will not be canceled before the expiration date thereof, without the issuing company giving sixty (60) days written notice to the certificate holder.”

In the event of said cancellation or intent not to renew, the Contractor shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date.

12.5 Non-Separation of Insureds

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors (in lieu of the Contractor) as evidence of compliance with the requirements of this Contract shall be subject to all of the requirements stated herein.

12.6 Failure to Provide Insurance

Failure on the part of the Contractor to maintain insurance as required shall constitute a default of Contract upon which the County may, after giving five (5) working days’ notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid by Contractor to the County on

demand, or at the sole discretion of the County, offset against funds due the Contractor.

12.7 Required Coverage for Marine Operations

In the event of barge or other marine operations, the Contractor shall contact the County in advance of said operations and comply with all insurance requirements determined by the County's Risk Manager relative to said Marine Operations (potentially including, but not necessarily limited to adequate USL&H coverage).

12.8 Insurance Review

In consideration of the duration of this Contract, the parties agree that the Insurance section herein, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first ten (10) year period of the Contract and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. Adjustment, if any, in insurance premium(s) shall be the responsibility of the Contractor. Any failure by the County to exercise the right to review and adjust at any of the aforementioned intervals shall not constitute a waiver of future review and adjustment intervals. **The Contractor shall not begin work, and the Contract is not considered to be final unless and until the certificates of insurance (described herein) with endorsements have been provided by the Contractor to the County and duly approved by the Skagit County Risk Manager's office.**

ARTICLE 13 COORDINATION MEETINGS

13.1 Initial Coordination Meeting

Prior to the commencement of services under this Contract, the Contractor, County, principal subcontractors and others requested by either party shall meet to discuss scheduling, processes, materials, change orders, personnel and any other matters the parties deem appropriate.

13.2 Periodic Coordination Meetings and Reports

The County and the Contractor shall hold periodic coordination meetings but no less than one every three (3) months to review the progress of the work and to discuss operations, problems and/or complaints made by third parties. Either the County or the Contractor may organize, call and notify the other party of that meeting. The County and the Contractor shall submit monthly reports to each other regarding operations, problems and/or complaints arising under the Contract.

ARTICLE 14 DISPUTE RESOLUTION; DEFAULT; & REMEDIES

14.1 Dispute Resolution.

14.1.1. The parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the material terms or conditions of this Contract, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within ten (10) business days after either party requests such a meeting. If the parties cannot resolve the dispute within such ten (10) business day period, the parties will, upon the written request of either party and written notice to the other party of the disputed material term of the Contract, seek to resolve the dispute in accordance with the following dispute resolution process:

Level One – A representative from Contractor and the County shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within ten (10) business days after referral of the dispute to Level One, either party may by written notice to the other party refer the dispute to Level Two.

Level Two – In the event either party properly refers the dispute to Level Two, a new Contractor representative and a new County representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives cannot resolve the dispute within ten (10) business days after referral of the dispute to Level Two, either party may by written notice to the other party refer the dispute to Level Three.

Level Three – In the event either party properly refers the dispute to Level Three, the parties shall refer the dispute to mediation using a mediator mutually agreeable to the parties. If mediation does not resolve the dispute within ten (10) business days after referral of the dispute to Level Three, either party may by written notice to the other party refer the dispute to Level Four.

Level Four – In the event either party properly refers the dispute to Level Four or the dispute is not resolved at Level Three within ten (10) business days after referral of that dispute to Level Three, either party may seek resolution of the dispute through litigation or other judicial proceedings in Skagit County Superior Court.

14.1.2 Subject to the terms of Section 14.2 (below), if Contractor shall fail to comply with a material provision of this Contract, the County may provide Contractor a written order to so comply within thirty (30) days from the date such order is received by Contractor. If Contractor is not in compliance with this Contract after expiration of said thirty (30) day period, the County may, by resolution of the Board of Commissioners, declare an immediate forfeiture and termination of this Contract. The County and Contractor shall, as may be reasonably practicable, continue to perform their respective obligations under this Agreement while a dispute is pending.

14.2. Default; Enforcement and Remedies.

No provision of this Contract shall be deemed to bar the right of the County to seek or obtain judicial relief from a violation of any provision of the Contract (including, but not limited to, the terms of Section 14.1. [above], or Section 15. [below]). Failure of the parties to comply with the terms of this Contract shall constitute default. Neither the existence of other remedies identified in this Contract nor the exercise thereof shall be deemed to bar or otherwise limit the right of the County to recover monetary damages for such violations by the Contractor, or to seek and obtain judicial enforcement of the Contractor's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

14.3 Contractor's Bankruptcy/Receivership

If during the term of this Contract the Contractor becomes insolvent, is dissolved, files a petition under any bankruptcy statute, is the debtor in any involuntary bankruptcy case that is not dismissed within sixty (60) days after the petition commencing that case is filed, makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors or on account of its insolvency, that event could impair or frustrate the Contractor's performance of this Contract. Therefore, it is agreed that on the occurrence of any one or more of those events, the County shall be entitled to request of Contractor or its successor-in-interest adequate assurance of future performance in accordance with the terms and conditions of this Contract. Failure of Contractor and Surety to comply with that request within ten (10) calendar days of service on both Contractor and Surety of a written request from the County for that assurance shall entitle the County to terminate or suspend Contractor's performance of the Contract. The County shall not be bound to the Contract by any trustee or receiver appointed to take possession of any of the Facilities or the Contractor's business.

14.3 No Waiver by County

Nothing in this Article, and no actions taken pursuant to this Article shall constitute a waiver or surrender of any rights, remedies, claims or causes of action the County may have against Contractor or its Surety under any other provision of this Contract or any provision of law.

14.4 Termination of Contract

Subject to the provisions of Article 9, if an Uncontrollable Circumstance occurs and prevents the County or the Contractor from performing the Contract (except for an increase in or imposition of a State/Local Solid Waste Handling Fee enacted by the County or a change in County law that makes performance impossible), the County shall have the right, in its sole discretion, to terminate this Contract.

ARTICLE 15 ARBITRATION, VENUE; & GOVERNING LAW

15.1 Arbitration for Calculations

Subject to the terms of Section 14.2. (above), and the conditions and limitations of this Article, controversies or claims arising out of or relating to the Tipping Fee, Payment or other calculations under this Contract and any other unresolved disputes designated for arbitration in the Contract may (by mutual agreement of the parties) be exclusively settled by arbitration under the laws of the State of Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All other controversies and claims shall be decided exclusively by the Superior Court of the State of Washington in Skagit County, Washington. The decision of the arbitrator shall be final and binding on both parties and the Surety.

15.2 One Arbitrator

All arbitrated disputes shall be heard and decided by one (1) arbitrator.

15.3 Limited Consolidation

There shall be no consolidation of any arbitration between the County and the Contractor involving, arising from or relating to this Project with any other arbitration not involving, arising from or relating to this Project.

15.4 Expedited Procedure

In the event that the County determines, in its sole discretion, that the public interest requires a speedy resolution of any arbitral controversy or claim regardless of the amount, the County shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (Rules 54 through 58).

15.5 Arbitrable Disputes: Jurisdiction; Venue

Each party to the Contract and the Surety accept the jurisdiction of the courts of the State of Washington for the purposes of commencing, conducting and enforcing arbitration proceedings and agree to accept written notice of the arbitration proceedings sent by certified mail. The parties agree that proper venue for any judicial proceeding to enforce any decision or award made by an arbitrator under this Article shall be exclusively in Skagit County in the State of Washington.

15.6 Non-arbitrable Disputes: Jurisdiction; Venue

The parties agree that the proper jurisdiction and venue for any judicial proceeding brought under this Contract or any subcontract made pursuant to this Contract that is not subject to resolution by arbitration under this Article shall be the Superior Court of the State of Washington in Skagit County.

15.7 Arbitrator's Fees; Attorney's Fees

The parties shall share the cost of any arbitration conducted under this Article. In the event that a suit or other action or arbitration is instituted to enforce any matter involving, arising from or relating to this Project or the Contract, each party shall be responsible for payment of its own attorney's fees and costs unless otherwise indicated in this Contract.

15.8 Standing

Only the County and the Contractor shall have standing to bring or become a party to arbitration claims or legal actions under this Contract. Except as expressly provided herein to the contrary, this Contract is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, members of the general public, any property owners and/or residents in the vicinity of the leased property, and/or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

ARTICLE 16 SUCCESSORS; ASSIGNMENT

16.1 Contractor Delegation

The County executes this Contract with the Contractor as a qualified party to accomplish the Project. The Contractor's delegation of any Contract duties shall require the prior written consent of the County. Any delegation of duties shall not relieve the Contractor or the Surety of any liability and/or obligation to perform.

16.2 Assignment

Subject to and in accordance with the terms of Section 4., the Contractor shall not assign any rights or obligations under or arising from this Contract without the prior written consent of the County unless otherwise permitted under Section 16.3.

16.3 Change in Control or Ownership

Any change in control or the transfer of a controlling interest in the beneficial ownership of the Contractor shall constitute a default under the terms of this Contract, unless the County consents to that transfer. "The transfer of a controlling interest of Contractor" shall include, but is not limited to, the transfer or assignment of ten percent (10%) or more of the beneficial ownership of Contractor to or from a single entity, unless the County consents to that transfer or assignment; however, the following transfers or assignments shall not be construed as "the transfer of a controlling interest of Contractor": (a) intra-company transfers in the form of transfers between different subsidiaries or branches of the Contractor's parent corporation, or (b) if the Contractor, or its parent corporation, is a closely held corporation, transfers or assignments between individuals who own, in whole or in part, the parent or any subsidiary including transfers or assignments between or to (i) the individuals who own, in whole or in part, the parent or any subsidiary, (ii) the spouses, surviving spouses and linear descendants (including

adopted children) of the persons described in (b)(1), above, (iii) a trust, corporation, partnership or other entity owned by the persons described in (b)(1), above, and (iv) a corporate trustee designated to act in a fiduciary capacity for the estate or trust of any person described in (b)(1), above. Notwithstanding the foregoing, the County may in its sole discretion determine that new ownership can adequately and faithfully render the service called for in this Contract for the remaining term of the Contract, and the County may then elect to execute a novation, allowing new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligations and liability. The new ownership would then be solely liable for any work and/or claims related to this Contract.

16.4 Binding Effect

This Contract shall be binding on any and all successors or assignees in accordance with this Article.

ARTICLE 17 GUARANTEES AND WARRANTIES

17.1 Guarantees and Warranties Required by Contract

The Contractor shall provide to the County any and all warranties and guarantees specifically or implicitly required by any of the Contract Documents.

17.2 Other Guarantees and Warranties

The Contractor shall provide warranties and guarantees not expressly required by the Contract Documents that may be reasonably necessary to ensure the viability of the County's rights and remedies under this Contract.

17.3 County as Beneficiary

All warranties or guarantees for equipment, services or materials furnished to Contractor or subcontractors by any supplier shall be deemed to inure to the benefit of the County. If any supplier of any equipment, service or material furnishes a guarantee or warranty for a period in excess of one year from the date of acceptance, Contractor's guarantee, as provided in this Article, shall be deemed to extend for a like period as to that equipment, service or material.

17.4 Contractor Compliance with Warranties

The Contractor shall fulfill the conditions of any manufacturer's warranty for material or equipment.

17.5 Contractor Repair of Defects

Within a reasonable time after receiving written notice, the Contractor, at its own expense and without cost to the County or interruption of the Project, shall correct any defects in

workmanship that exist prior to or during the period of any guarantee as well as any damage caused by those defects or their repair.

17.6 Independent Guarantees and Warranties

The guarantees and warranties described in this Article shall not be construed to modify, limit or lessen in any way, any rights or remedies that the County may otherwise have against the Contractor and the Surety.

ARTICLE 18 CONTRACT TERM & RENEWAL; ADDITIONAL TERMS

18.1 This Contract shall be effective upon mutual execution. The Contractor shall commence services on October 1, 2023, at 12:00 AM, Pacific Time and shall terminate on September 30, 2033 at 11:59 PM, Pacific Time, PROVIDED, HOWEVER, that the term of this Contract may be extended or renewed for up to two (2) additional ten (10) year terms, at the sole discretion of the County, by written notice from the County to the Contractor with at least one (1) year advance notice unless otherwise agreed to by County Representative and Contractor Representative.

18.2 Each of the terms and provisions of this Contract have been reviewed and negotiated and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Contractor and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Contract, that they understand its meaning and effect, and that they enter into this Contract with full knowledge of its terms, and without duress or undue influence.

18.3 No partnership and/or joint venture exists between the Contractor and the County, and no partnership and/or joint venture is created by and between the Contractor and the County by virtue of this Contract. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

18.4 This Contract contains all of the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached (and/or have been received and reviewed by the parties) and no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. This Contract may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Contract shall not be considered a waiver of any prior or subsequent

breach.

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

18.6 Each person signing this Contract represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs.

18.7 The captions in this Contract are for convenience and reference only and do not define, limit, or describe the scope or intent of this Contract. This Contract may be executed in any number of counterparts, via facsimile or otherwise, each of which shall be deemed an original, but all of which together shall be construed as one and the same instrument.

CONTRACTOR:

_____,
a _____.

By: _____

Print Name: _____

Its: _____

Date: _____, 2022

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as _____ of the _____, a _____, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this ____ day of _____, 2022.

(SEAL)

Notary Public

Print name: _____

Residing at: _____

My appointment expires: _____

DRAFT

COUNTY:

DATED this ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Ron Wesen, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Browning, Lisa Janicki, and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this ____ day of _____, 2022.

(SEAL)

Notary Public

Print name: _____

Residing at: _____

My appointment expires: _____

DRAFT

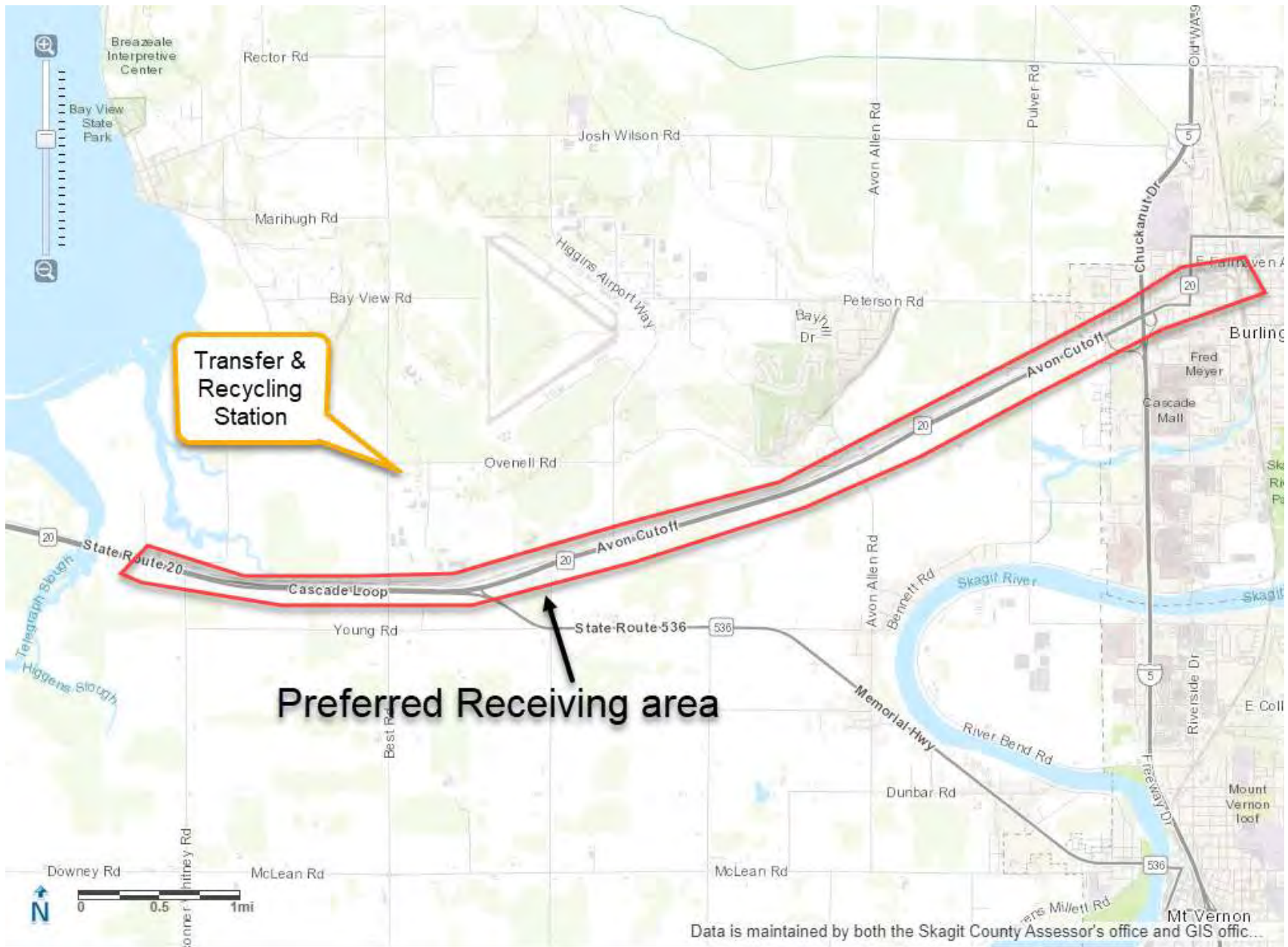
Exhibit A

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Exhibit B

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Appendix D. Map of Preferred Receiving Facility Area



Appendix E
Form 1: Statement of Organization

Proposer Name:

Full Name of Business:

Type of Corporate Entity:

Tax ID:

Principal Business Address:

Local Business Address:

(if available)

Contact Name:

Title:

Telephone Number:

Email Address:

Authorized Representative(s)

Provide the names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(A)

(B)

(C)

(D)

Appendix E

Form 1: Statement of Organization

Subcontractor(s)

List all firms participating in this proposal (print additional copies of this page if needed):

Name of Firm:

Subcontractor's Address:

Contact Name:

Contact Telephone Number:

Role of Firm:

Name of Firm:

Subcontractor's Address:

Contact Name:

Contact Telephone Number:

Role of Firm:

Name of Firm:

Subcontractor's Address:

Contact Name:

Contact Telephone Number:

Role of Firm:

Appendix F Form 2: Pricing Form

Proposer Name:

Description	Proposed Service Fee
Receiving Services and Transport Services Fee ¹	per ton
Disposal Services Fee ^{1, 2}	per ton
Total Proposed Service Fee	per ton

1. For each ton per Loaded Container delivered by Customer to and accepted by the Contractor at Receiving Facility, Transported from the Receiving Facility to the Disposal Site, and Disposed of at the Disposal Site, County shall pay Contractor a Receiving Services and Transport Services Fee and a Disposal Services Fee.
2. For each ton per Loaded Container delivered by Customer directly to the Disposal Site and Disposed at the Disposal Site by the Contractor, County shall pay Contractor a Disposal Services Fee only.

Please provide the current rate charged by the existing contractor.

As of January 2023, our per ton rate with Republic Services for MSW is \$62.10.

Would dump trucks be acceptable to handle Vector/Street Sweepings? (RFP Section 7)

Yes.

Does the Receiving Facility ever need to be open on weekends? If so, please provide the house and an estimate of containers expected to arrive on Saturday and/or Sunday. (Section 8.b)

No, the Receiving Facility does not need to be open on the weekends, provided we have received adequate bins throughout the week.

Please clarify what impact the various ratings have on the score. For instance, what would the difference in score be for Acceptable versus Best? (Section 10)

County staff will be responsible for making those determinations on a case by case basis depending on the established evaluation criteria and information included in the proposals received by the County. If County staff determines that a proposal is only "acceptable" in response to particular criteria, this would be ranked lower than "best".

The Proposal Format states that two forms are to be submitted in Section A, and two are to be submitted in Section E. However, we only see one form for each in the RFP; Appendix E, Form 1: Statement of Organization (two pages) to be included in Section A, and Appendix F, Form 2: Pricing Form (one page) to be included in Section E. Please advise if this is correct or if other forms need to be submitted.

This is correct, there should only be 2 forms. Statement of Organization given in Appendix E and Pricing Form given in Appendix F.

In Section 12, Proposal Submittal Requirements, under subsection D.7., Litigation History, please confirm that this is only for the Proposer's entity?

This would be for the Proposer's entity, but for clarification it should include the proposer's subcontractors, parent corporations, affiliates, and/or subsidiaries, etc. where relevant and applicable.

Would the County consider weather emergencies or other events of nature such as an earthquake an "Uncontrollable Circumstance?" (Contract, section 1.41)

It would really depend on the specific factual circumstances, severity, and type of such a natural disaster or weather emergency, but such events could be reasonably defined as an "uncontrollable circumstance" in certain instances. The section could be further clarified to say that "declared emergencies resulting from natural disasters (such as a significant earthquake) and/or declared weather emergencies that result in an actual documented material impact on the ability of the Contractor to perform Contractor's duties, obligations, and operations pursuant to the terms of this Contract".

Is the fifteen (15) minute time limit applying to only the time that a County vehicle is at the Receiving Facility? The language implies that time starts when a County vehicle leaves the County Transfer Station. (Contract, section 6.2 A.7)

Yes, the fifteen minute time limit applies only to the time that the County vehicle is at the Receiving Facility.

Will weights taken at other sites along the transportation path such as at the disposal site be allowed rather than at the Receiving Facility? (Contract, Section 6.2 A.8)

Yes, weights taken at other sites would be allowed. Drivers may also provide weights taken at the County Transfer Station.

Please clarify the need for a time limit for containers to be emptied. Once the waste is containerized, it does not present a public health hazard. (Contract, Section 6.2 C.2)

That time requirement can be removed from the draft Contract. Upon further review, the timing is not necessary.

Is an open top container with a tarp considered a closed container? (Contract, Section 6.3 A.1.a)

Yes, that would be considered a closed container for County purposes. However, the open top containers must be tarped by the Contractor. County staff would be unable to tarp the containers.

Should the Contractor only ensure that Containers are available at the Receiving Facility since we are not involved at the Transfer Station? (Contract, Section 6.3 A.3)

Yes, the Contractor would just need to ensure that Containers are available at the Receiving Facility. County staff will be responsible for bringing empty containers to the County Transfer Station and monitoring how many containers will be needed.

Would the County allow the use of 40' closed containers instead of 48' closed containers? The County should be able to attain the necessary weight since the Transfer Station has a compactor. (Contract, Section 6.3 A 5)

No, we can not use 40' containers due to the configuration of our compactor.

Would the County allow the use of dump trucks to handle Vector Grit/Street Sweepings? (Contract, Section 6.3 B.3)

Yes, dump trucks would be adequate to handle vector grit/street sweepings.

Please provide the form for the Performance Bond that is mentioned in being in Exhibit B. (Contract, Section 6.8 A)

We recommend that the vendor reach out to their insurance company, they should be able to provide a quote to secure a performance bond (sometimes referred to as contract bonds). We do not have a form for such bond as they are provided by the insurance company.

The County should consider changing the calculation of the minimum container weight on a monthly basis as used in Sections 8.2 and 8.3 rather than an average over a year. (Contract, Section 7.2)

Yes, we can calculate on a monthly basis.

Would the County consider applying 100% of the CPI annually? This would reduce the price at the outset of the contract and spread the cost increases over the term of the Contractor rather than a

Proposer adding in an estimate of the 30% CPI to ensure that their costs are covered. (Contract, Section 8.4)

This can be proposed as part of the package, and the County would be willing to discuss during contract negotiations.

During the contract negotiation would the County be willing to discuss the CPI index definition to include either the water, sewer, trash, index or a fixed PI?

During the contract negotiation would the County be willing to discuss a shorter initial term agreement less than 10 years?

Both of these terms can be proposed as part of the package, and the County would be willing to discuss during contract negotiations.

Are all of the loads brought to the intermodal facility by local contractors treated as County waste? In other words, does the County invoice all of the companies that bring containers to the intermodal facility?

No, it does not. However, all companies would need to follow the County flow control ordinance (SCC 12.18.040 <https://www.codepublishing.com/WA/SkagitCounty/#!/SkagitCounty12/SkagitCounty1218.html#12.18.040>).

RFP Section 13 12(D)(3): WMDO respectfully asks if the County will consider limited this disclosure to breach of contract claims that were the subject of litigation or arbitration. As currently written, the disclosure may require inclusion of information claims that were without merit, were relatively minor and/or were not pursued.

The County will be leaving the disclosure requirement as is.

RFP Section 8-12: Please clarify how many printed and electronic copies of the proposal the County wants to be submitted.

The County would request one printed copy and one electronic copy.

Contract Section 1.13: Would the County consider specifying that Addenda to the Contract will be by mutual agreement of the Parties?

Yes.

Contract Section 1.39: In addition to the categories set forth in the definition of "Unacceptable Waste," would the County consider including the following as explicit categories of Unacceptable Waste to allow Contractor to protect its employees, equipment and facilities:

1. Hazardous Waste;
2. Highly flammable substances;
3. Special wastes;
4. Certain pathological and biological wastes;
5. Explosives;
6. Toxic materials;
7. Radioactive materials; and
8. Other materials deemed, in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment.

Yes, the County would consider that and the inclusion in the contract may be discussed during contract negotiations.

Contract Section 6.7(A): Would the County consider language that title to Unacceptable Waste stays with the customer and does not pass to Contractor? Liability can result based on ownership of solid waste, and the Contract clearly carves out Unacceptable Waste from the solid waste covered by the Contract. The Contractor may be subject to enforcement actions by regulatory agencies that can have future impacts on its operations. Although the Contract provides that all duties, costs, and liabilities shall not be the responsibility of the Contractor, specifying that title for Unacceptable Waste shall not pass to Contractor is the clearest approach for such materials.

No, not if it could be considered, construed, or argued that the County owns unacceptable waste delivered to the transfer station.

Contract Section 6.8(A): Would the County consider revising the time for securing a performance bond to 30 days after Contract execution or prior to commencing services? As currently written, the Contract would require a prospective Contractor to incur costs to secure a bond prior to having a binding agreement between the parties.

No, the County will require proof of the performance bond before the contract can be signed.

Contract 6.11: Would the County consider deleting the requirement to provide a report of the details of any accident including witness statements within seven (7) days of a workplace accident? The Contractor will be complying with the requirements of Federal and State OSHA and should be able to focus working with those regulatory agencies in the event of a workplace injury.

No, the County will require being notified of accidents and could be sent the same notices as the other regulatory agencies.

Contract 6.15E: Would the County consider a carve-out for Unacceptable Waste in the obligation for the Contractor to be responsible for remediation of hazardous materials? Unacceptable waste may be undetectable by the Contractor prior to being unloaded at the disposal facility. For example, "Except for Unacceptable Materials delivered under this Contract by a Customer, [t]he Contractor shall be solely and separately liable responsible [sic] for the remediation of any hazardous materials that are spilled or discharged on or about the Facilities that are caused by the actions or activities of the Contractor, Contractor's employee(s), subcontractor(s) and/or agent(s).

No.

WM request that the obligations to notify the County of all spills and releases at the landfill, failures to comply with law, inspections and orders are deleted. The Columbia Ridge Landfill is a large operation with many components, and this requirement will provide information wholly unrelated to the services provided to the County. Additionally, as written the reporting requirements to survive the termination or expiration of the Contract in perpetuity.

This can be discussed during contract negotiations.

Would the County consider revising the first sentence to read: "Within twenty-four hours of knowledge the occurrence of an Uncontrollable Circumstance, the knowledgeable party shall notify

the other of the event.” It is possible that a party may have a delay in finding out an Uncontrollable Circumstance event occurred.

The County would agree to that revision.

Contract Section 9.4: Would the County consider revising the section to provide that Contractor shall “diligently pursue insurance proceeds” instead of “collect and apply” to reflect that insurance payments are not guaranteed but the Contractor will pursue them diligently?

The County could modify language to say “diligently pursue collectible insurance proceeds and apply them to the correction or reconstruction of those Facilities. If insurance is not collectible on a loss, Contractor agrees to provide compensate the County for any property damage to the facility caused by the Contractor.”

Contract Section 10.2: Would the County consider qualifying the reimbursable costs of the County (laboratory fees, Transportation and handling costs, and the inspector’s food, transportation, lodging and labor costs) as the reasonable incurred costs? This is consistent with the qualification on the Contractor’s incurred costs associated with Unacceptable Waste.

The County would consider this during contract negotiations.

Contract Section 11.1: Would the County consider that acknowledges that the Contractor’s indemnification obligations shall no apply to the extent of any negligence or willful misconduct of the County? Otherwise, the Contractor may be put in the unfair position of being required to indemnify the County for the County’s own negligence.

Example language: Notwithstanding anything else in this Section 11.1, Contractor’s indemnification obligations shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys’ fees caused by the willfully tortious, or negligent acts or omissions of the County, its agents, employees, contractors, elected officials or volunteers.

This can be discussed during contract negotiations. The County could add in “The contractor agrees to defend and indemnify the County for liability arising out of the activities of this contract, except for liability arising out of the sole negligence of the County.”

Contract Section 17.1 and 17.2: Would the County consider making any and all warranties and guarantees specifically stated in the Contract? Contractors are required to agree to warranties or guarantees that are “implicit” or that aren’t expressly required by the Contract, which is impossible to determine what it is agreeing to.

No, the County does not provide representations or warranties of any kind whatsoever, express or implied.

The RFP Section 9 states that the two renewal terms are upon mutual agreement. This section of the contract states that the renewal terms are at the County’s discretion. Please confirm that the renewal terms are mutual.

Section 9 is correct. The renewal terms will be mutual.