



MEMORANDUM

To: Board of County Commissioners
From: Mike Russell, Public Works Director, Solid Waste Administrator MR
Tatum Flowers, Solid Waste Coordinator
Cc: Ed McGlone, Assistant County Counsel
Date: February 4, 2026
Subject: 2026 Transfer Station Operations Request for Proposals Response and Direction

Action Requested

After being briefed by staff, authorize staff to skip scoring proposals and move to enter into negotiations with the sole responsible bidder, Waste Connections, dba. Hudson Garbage Service as well as authorize Mike Russell to issue the Notice of Intent to Award.

Background

On December 10, 2025, Public Works advertised for submittal of proposals to operate Columbia County's Transfer Station at 1601 Railroad Avenue, St. Helens. Proposals were received until January 13, 2026.

Public Works received only one proposal from Waste Connections of Oregon, Inc., dba. Hudson Garbage Service based out of St. Helens. They currently run the Transfer Station under the current contract which is set to expire March 5, 2026.

Analysis

The Request for Proposals outlined an evaluation and selection process that included forming an evaluation committee and scoring applications against scoring criteria with the option of holding interviews with proposers if desired. This process envisioned more than one bidder submitting a proposal. Since we only have one proposal, from Waste Connections, staff would like to move directly to negotiations with them regarding a contract as we proceed towards selection.

Recommendation

Staff recommends forgoing the need to score the single proposal we have received and move into negotiations with the responsible bidder. Staff would also like to issue the Notice of Intent to Award at this time.

Next Steps

Upon the Board's direction, staff will proceed with selecting a contractor to operate the Transfer Station. The next step, if agreed to by the Board, would be to issue the Notice of Intent to Award and enter into negotiations with the single bidder and finalize a contract for services which will come to the Board at a later date for execution.

Attachments

Hudson Garbage Service Proposal for Solid Waste Transfer Station Operations

A. Title Page



Date: 1/12/26

Proposal for Solid Waste Transfer Station Operations

Columbia County, Oregon

RFP# S-C00055-00015489

Submitted by:

Waste Connections of Oregon, Inc.

d/b/a Hudson Garbage Service

2115 Gable Road

St. Helens, OR 97051

Phone: (503) 397-1534

Authorized Representative:

Derek Ranta

Division Vice President

Waste Connections of Oregon, Inc.

d/b/a Hudson Garbage Service

2115 Gable Road

St. Helens, OR 97051

Phone: (503) 397-1534

Email: derekr@wcnx.org

Certification Statement

I hereby certify that this proposal is in compliance with all requirements set forth in the RFP and, in addition, accept and take responsibility for the following:

1. All data presented in this proposal is accurate and complete.
2. I acknowledge that I have read and understood the RFP and this proposal is made in accordance with the contents of the RFP unless otherwise noted.
3. The proposal and prices contained herein shall be valid for ninety (90) days after submission.
4. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.

Waste Connections of Oregon, Inc. d/b/a Hudson Garbage Service reserves the right, if awarded, to negotiate a final form agreement with the County.

Signature: _____

Name: Derek Ranta

Title: Division Vice President

Date: 1/12/26



Authorization to Sign

Authorization for Derek Ranta to sign this RFP response on behalf of Waste Connections of Oregon, Inc.

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WASTE CONNECTIONS OF OREGON, INC.**

The undersigned, being the sole director of Waste Connections of Oregon, Inc., an Oregon corporation (the "Company"), hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

BE IT RESOLVED that Derek Ranta, Division Vice President of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal (RFP #S-C00055-00015489) to provide Solid Waste Transfer Station Operation Services for Columbia County, Oregon, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved

IN WITNESS WHEREOF, the undersigned sole director of Waste Connections of Oregon, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: January 5, 2026



Ronald Mittelmastack, Director

B. Table of Contents

A. Title Page	1
Certification Statement	1
Authorization to Sign.....	2
B. Table of Contents.....	3
C. Qualifications and Company Background.....	5
C.1. Business Names	5
C.2. Organizational Structure	5
C.3. Company Officers	6
C.4. Main and Regional Office Locations	6
Waste Connections US, Inc. Corporate Headquarters	6
Waste Connections Western Region / Waste Connections of Oregon, Inc.....	6
Hudson Garbage Services	6
C.5. Numbers of Employees	6
C.6. Audited Financial Statement	7
D. Proposed Organizational Structure.....	8
D.1. Operations Control and Oversight	8
Contract Organizational Chart	10
Key Proposed Staff and Operational Roles	11
D.2. Diversion Methods and Processes	13
Recycling Education.....	13
Specialized “Did You Know?” Brochure	14
Recycling “How-To” Brochure	14
Other Ways to Encourage Recycling.....	14
D.3. Operational Innovations.....	15
Operational Approach Options.....	15
Removing Recyclables From Loads	15
Seeking Markets for Materials Not Currently Recycled	15
Contractor Staffed HHW events	15
D.4. Meeting Equipment Needs	16
E. Financial Proposal	17
F. List of Similar-Sized Transfer Stations Under Management.....	18
F.1. Services Provided at Transfer Stations Operated Under Management of Waste	
Connections Western Regional Headquarters.....	18
F.2. Recyclables Accepted at Transfer Stations Operated Under Management of Waste	
Connections Western Regional Headquarters.....	19
G. Insurance and Bonding	20
Attachment A: Columbia County Oregon Transfer Station RFP Waste Connections of Oregon, Inc. Exceptions	28
Attachment B: Redlines to Columbia County Transfer Station RFP Sample Contract.....	31

C. Qualifications and Company Background

Provide a brief explanation of why your firm is particularly qualified to operate the transfer station, provide transportation and disposal of solid waste, and provide recycling depot services. Provide a brief history of the company including:

C.1. Business Names

Years in business under present name and previous names.

Hudson Garbage was founded in 1970. Hudson Garbage Service, Inc. became a registered Oregon corporation (170948-89) in September 1989 and was dissolved in August 1993. Hudson Garbage Service became a registered Oregon corporation (358639-84) in August 1993, and now exists as a registered d/b/a under Waste Connections of Oregon, Inc. Hudson Garbage Service was acquired by Waste Connections US, Inc. in 2000. Hudson Garbage Service has been successfully managing the Columbia County transfer station, including providing transportation and disposal of solid waste and recycling depot services for many years. We have all the needed equipment already on-site with experienced staff and management to handle the scope of work with no interruptions in services to the County.

Waste Connections is the third largest hauling company in North America, with over 20,000 employees and partnerships with more than 850 municipalities. We operate using a decentralized business model, allowing local management to make decisions tailored to the communities we serve. All managers receive extensive Servant Leadership training as the foundation of our work culture.

Offices in the Pacific Northwest:

WASHINGTON		OREGON		MONTANA	
Columbia River Disposal	Carson	LeMay Transportation Services	Lakewood	Cascade Disposal	Bend
Washougal Transfer Station	Washougal	Vashon Disposal	Fife	Sweet Home Sanitation	Sweet Home
Yakima Waste Systems	Yakima	American Disposal Co	Fife	Sweet Home Transfer Station & MRF	Sweet Home
Empire Disposal	Colfax	DM Recycling	Fife	City Sanitary Service	Clackamas
Lakeside Disposal & Recycling	Moses Lake	Tacoma Hauling	Fife	Pioneer Recycling	Clackamas
Central Transfer & Recycling	Vancouver	LRI Purdy Transfer Station	Gig Harbor	West Linn Refuse and Recycling	Canby
Waste Control	Longview	LRI Anderson Island Transfer Station	Anderson Island	Wasco Landfill	The Dalles
Peninsula Sanitary Service	Ilwaco	Mason County Garbage	Sheilton	The Dalles Disposal	The Dalles
Pacific Disposal	Long Beach	Olympic Disposal	Sequim	Hood River Garbage	Hood River
Lewis County Refuse	Centralia	DM Disposal Co Inc	Port Townsend	Arrow Sanitary Service	Portland
Silver Springs Organics	Rainier	Island Disposal	Coupeville	NWCS Portland	Portland
LeMay Grays Harbor	Aberdeen			Environmental Waste Systems	St. Helens
Thurston County Transfer Station	Lacey	Ontario Sanitary	Ontario	Finley Buttes Landfill	Boardman
Pacific Disposal	Lacey	Rogue Disposal	Medford	Sanitary Disposal	Hermiston
Pierce County Refuse	Tacoma	Dry Creek Landfill	White City		
LRI Landfill	Puyallup	Les Sanitary	North Bend	Bitterroot Disposal	Victor
LRI Prairie Ridge Transfer Station	Bonney Lake	County Transfer and Recycling	Florence	Victor Transfer Station	Victor
DM Disposal Co	Fife	Sanpac	Eugene	Evergreen Disposal	Katispell
		EcoSort	Eugene	Valley Recycling	Katispell

C.2. Organizational Structure

Whether the company is a corporation, partnership or other type of organization.

Hudson Garbage Service is a registered d/b/a under Waste Connections of Oregon, Inc., a corporation.

C.3. Company Officers

Names of officers of the company.

Ronald Mittelstaedt, President and Chief Executive Officer
Jason Craft, Executive Vice President and Chief Operating Officer
James M. Little, Executive Vice President – Engineering and Disposal
Patrick J. Shea, Executive Vice President, General Counsel and Secretary
Mary Anne Whitney, Executive Vice President and Chief Financial Officer

For a complete list of senior management please visit:

<https://www.wasteconnections.com/35company/management/>

C.4. Main and Regional Office Locations

Name and address of the main office and regional or local office location.

Waste Connections US, Inc. Corporate Headquarters

3 Waterway Square Pl
Spring, TX 77380

Waste Connections Western Region / Waste Connections of Oregon, Inc.

808 Washington Street, Suite 300
Vancouver, WA 98660

Hudson Garbage Service

2115 Gable Road
St. Helens, OR 97051

C.5. Numbers of Employees

Number of employees at each office.

Hudson Garbage Service: 35
Waste Connections of Oregon, Inc./Western Region Office: 34
Waste Connections Corporate Headquarters: 200+



C.6. Audited Financial Statement

Annual audited financial statement or report for the last complete business year.

Waste Connections, Inc. is a publicly traded company on the New York Stock Exchange (NYSE) under the ticker symbol WCN. Please see 10-k filings for 2023 and 2024, as well as our annual report.

Full Year 2024 Results Overview

For the year ended December 31, 2024, revenue was \$8.920 billion, as compared to \$8.022 billion in the year-ago period. Operating income was \$1.068 billion, which included \$613.0 million in impairments primarily related to the early closure of a landfill and closure/post-closure costs, \$26.1 million in transaction-related expenses, and \$1.6 million in fair value changes to certain equity awards. Net income in 2024 was \$617.6 million, or \$2.39 per share on a diluted basis of 258.7 million shares. In the year-ago period, the Company reported net income of \$762.8 million, or \$2.95 per share on a diluted basis of 258.1 million shares. Adjusted net income (b) in 2024 was \$1.239 billion, or \$4.79 per diluted share, compared to \$1.081 billion, or \$4.19 per diluted share, in the year-ago period. Adjusted EBITDA (b) in 2024 was \$2.902 billion, representing a margin of 32.5%, as compared to \$2.633 billion in the prior year period.

Please see the link below for the full 2024 Annual Report.

https://s21.g4cdn.com/540990023/files/doc_financials/2024/ar/new-interactive-annual-report/index.html

For fiscal year ending 12/31/2024: <https://investors.wasteconnections.com/financials/sec-filings/secfilings-details/default.aspx?FilingId=17268938>

For 2025 Q3, ending 9/30/2025: <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001318220/a37b8c39-be18-4adc-8025-f20ac297e01b.html>

D. Proposed Organizational Structure

Based on the information provided in this proposal and any independent research conducted by your firm, state the following:

D.1. Operations Control and Oversight

How you would organize management and staff to properly control and oversee operations?

Hudson Garbage Service's approach is to continue to provide an experienced onsite team for day-to-day operations at the Transfer Station backed by regional experts who support special projects, such as recycling education, permitting, and recyclables marketing. Waste Connections embodies a decentralized approach that puts almost all decision-making authority in the hands of local staff.

Experienced Team Providing Service Excellence

The transfer station will continue to be operated by a team of highly qualified, skilled, and experienced employees with a record of service excellence. They will be led by a management team with knowledge of all facets of the transfer station operations and be supported by a regional and corporate management team comprised of industry leaders. Management positions are held by industry-credentialed and highly educated individuals.

Through the Hudson Garbage Service team's daily efforts, the transfer station will continue to achieve an excellent safety record and maintain an outstanding compliance record. Hudson Garbage Service can also draw upon many highly qualified transfer station operators located throughout Waste Connections, Inc.'s Western Region, if needed.

Industry Practices Training

Hudson Garbage Service uses current industry-standard practices in the handling and disposal of municipal solid waste, recyclables, and special waste. In addition, Hudson Garbage Service employees are trained in best management practices when dealing with solid waste, storm water management, and permit compliance. Extensive and regular training from professional societies, regulatory agencies, and educational institutions is used to improve the operational skills of staff and the performance of tasks in conducting the activities specified in the RFP.

Professional Training

All new personnel are trained by district, regional, and corporate training personnel using proven techniques. WCI has developed standardized training methods to ensure consistent training that establishes standards of practice and helps all new staff be fully prepared to "hit the ground running."

WCI has established training programs completed by local district training personnel, including comprehensive new-hire and new-position training as well as monthly training on various topics. Regional trainers regularly provide safety training. Corporate trainers provide human resources, equipment maintenance education, and additional safety training.

Ongoing professional training is an important part of employee development. Training by solid waste organizations and regulatory agencies is utilized to keep employees current in standard industry practices related to waste management.

In addition, WCI has a robust, continuous leadership training program that fosters strong interpersonal management skills and provides a framework for individual career growth at all levels of the company.

Ongoing training on the latest environmental and regulatory trends, management tools, and technical subject matter ensures WCI employees maintain a leading-edge knowledge and skill set in the solid waste industry.

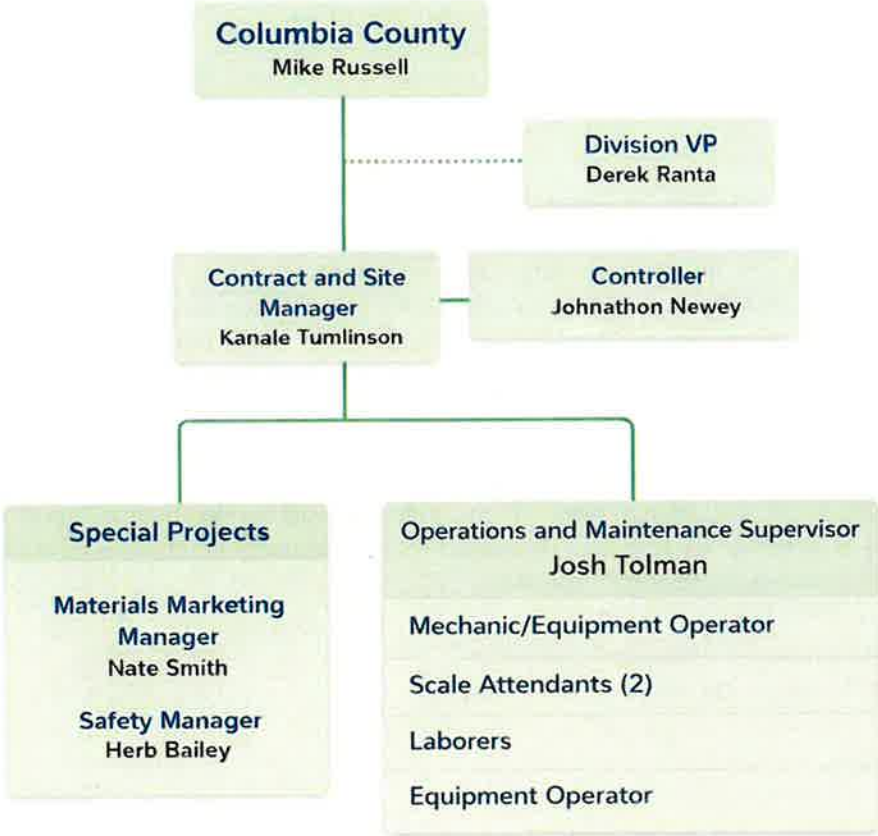
Safety Training

Safety is WCI's and Hudson Garbage Service's #1 core value. The safety of employees, customers, and the public is paramount in all of our operations. All reasonable precautions are taken to protect employees from injury and illness. We not only conduct monthly safety meetings that cover a variety of topics, but we also recognize those employees who take an active role in ensuring that safety is made a part of each operation and function of the daily work effort.

Our goal is to prevent the occurrence of all work-related injuries, illnesses, and property losses. All applicable safety regulations, codes, and accepted work practices are trained upon and followed. Each employee is informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide required protection. Training is conducted upon hire of every new employee, prior to an employee being placed in a new position, prior to conducting different work from that to which they are accustomed, and monthly on required topics and as needed.

The safety program includes accident and injury improvement, safety meetings, safety committee meetings, incident review board, safety bonus programs, driver/operator management, reporting and safety assessments, route and work observations, spill response, regulatory training including lock-out/tag-out training, fire prevention training, medical and first aid training, heat and cold stress, accident prevention, defensive driving SMITH system training, PPE training, blood-borne pathogen training, etc.

Contract Organizational Chart



Key Proposed Staff and Operational Roles

Division Vice President—Derek Ranta

2115 Gable Road
St. Helens, OR 97051
(503) 397-1534
derekr@wcnx.org

Role and Responsibilities. As division vice president, Derek will provide guidance to contract and site manager Kanale Tumlinson to map-out and implement a program for reliable facility operations. He will ensure that Kanale has the financial, staffing, and equipment resources needed to cost-effectively support the County. Derek will be ultimately responsible for equipment acquisition.

Background. Derek has been with Waste Connections since 2003, bringing with him a diverse background in start-ups and established entities with the ability to manage all aspects of operations. He has served in the role of district manager, overseeing daily operations throughout Clark County, Washington, which includes over 300 employees and 160,000 customers, and in 2025 was promoted to his current role overseeing all operations in Southern Washington and Northern and Central Oregon. Prior to joining WCI, Derek worked in a variety of positions in the accounting field as well as leading day-to-day operations of a technology start-up. He holds a BS in accounting and finance from the University of Oregon and MBA from Portland State University.

Contract and Site Manager—Kanale Tumlinson

2115 Gable Road, St Helens, OR 97051
(503) 410-5505
Kanalem@wcnx.org

Role and Responsibilities. As contract manager, Kanale will work directly with Columbia County public works director Mike Russell to establish specific requirements and expectations for operations at the facility. With input from Mr. Russell, he will manage facility and drop-off operations that support the County's recycling goals. Kanale will work directly with Hudson Garbage Service's facility operations and maintenance supervisor to ensure the County's goals for the facility are achieved. He will also work directly with the controller, WCI's regional engineer/permitting specialist, safety manager, and its materials marketing manager to confirm that these important functions are being performed as expected.

Background. Kanale has worked in the solid waste industry since 2014. He has been a manager for WCI since 2018. Kanale is currently the site manager for Hudson Garbage Service in St. Helens, Oregon, supervising more than 30 employees. Hudson Garbage Service offers garbage, recycling, and portable toilet services to residential, commercial, and industrial customers in St. Helens, Warren, Columbia City, Rainier, Clatskanie, and surrounding areas in Columbia County. Kanale is also skilled and able to operate any refuse truck and a variety of yellow iron equipment, including their rubber tire hoe, loader, bulldozer, bobcat, track hoe, and street sweeper. He is also able to operate both John Deere and Caterpillar controls.

Operations and Maintenance Supervisor—Josh Tolman

2115 Gable Road

St. Helens, OR 97051

(503) 679-8442

Josh.tolman@wasteconnections.com

Role and Responsibilities. Josh Tolman manages the transfer station facility operators and staff, ensuring that operational expectations are met for commodity quality, safety, and daily interaction with County personnel. Josh implements the facility safety program and operations and procedures standards. He keeps the contract manager informed of the status of operations, regulatory compliance, and other pertinent issues. Josh also coordinates shipping and receiving of commodities to ensure materials flow and storage are optimized.

Background. Josh started with Waste Connections in 2015 as a driver in the Portland Metro market. In 2021, Josh was promoted to operations supervisor at Hudson Garbage. During his tenure as a supervisor, he has gained valuable knowledge of the hauling & Transfer Station operations.

Controller; Records and Administration—Johnathon Newey

1600 SE 4th Avenue

Canby, Oregon 97013

(541) 391-3616

Johnathon.Newey@WasteConnections.com

Role and Responsibilities. As controller, Johnathon Newey oversees all tracking, reporting, and billing related to the contract. Johnathon works with Kanale Tumlinson to provide the County with real-time tracking of volumes using County-provided systems. His tracking and reporting systems facilitate compliance monitoring and provide recycling metrics for benchmarking in support of the County's diversion rate goals.

Background. Johnathon has worked in the solid waste industry since 2024 as an assistant controller for WCI. He manages all aspects of the accounting process and works closely with the operations team at two districts in Oregon. Prior to joining WCI, Johnathon worked as a senior accountant at a public accounting firm in Oregon where he worked on a wide range of engagements in multiple industries. Johnathon has five years of experience in public accounting and holds a BS in accounting from Oregon State University.

D.2. Diversion Methods and Processes

What methods and processes you would incorporate to help meet the County's goal of 32% for recycling and reuse as established by DEQ rules and regulations?

Hudson Garbage has been proud to partner with the County on the Pilot ReUse program at the transfer station and looks forward to its continued growth.

ReUse Program Manager, Lori Baker

Lori is responsible for assisting customers with unloading debris and directing traffic while evaluating reusable items on the tip floor, communicating with scale house staff and loader operators to coordinate traffic and identify reusable materials, weighing and organizing reusable items by type, labeling them with the date placed in shipping containers, and returning items to the tip floor when their storage time has expired. Additional duties include supporting the public recycling center by helping customers, maintaining a clean and organized drop-off area, performing routine inspections and maintenance on vehicles and equipment, ensuring proper care and use of all equipment and supplies, promoting continuous improvement in workplace safety and environmental practices, performing miscellaneous job-related tasks as assigned, and maintaining accurate records through weekly data entry in spreadsheets. Lori also has forklift and loader certification, as well as computer and data tracking skills.

As the current transfer station has limited space, we look forward to discussing with the County the best use of the surrounding area for possible expansion of diversion efforts, which may include an area for greater construction and demolition material sorting. This may include our partnership with Habitat for Humanity and assisting the County with education to demolition contractors on proper sorting and review by Habitat prior to demolition to see if they desire any items for salvage.

Hudson Garbage delivers all yard debris collected at the transfer station to Beaver Park for composting, a program that could be further promoted on a seasonal basis to increase diversion.

Recycling Education

Hudson Garbage Services staff will continue to work to coordinate education and outreach with County Staff and local haulers. They will leverage internal expertise with other WCI staff in the Northern Oregon/Southern Washington area to research best practices in waste reduction. Staff members will also be available to assist with school and community presentations and outreach as needed.

It is WCI's policy to design public information, education, and community involvement in a manner to change people's attitudes so that they understand the value of reducing waste and using curbside yard debris service. Toward this goal, all printed materials, programs and events developed by our waste reduction education team will be created to provide Columbia County residents with the information they need to incorporate waste reduction and recycling into their daily lives. It is important to strive for continuous improvement in all promotional efforts, so customers do not ignore or dismiss bill inserts, newsletters, mailers, community presentations, or website information.

Specialized “Did You Know?” Brochure

In Columbia County, Hudson Garbage Service provides solid waste collection service for the communities of Clatskanie, Rainier, and St. Helens, with Waste Management providing collection in Scappoose and Vernonia.

Currently, as part of Hudson Garbage Service’s collection contract with the County, mailers and informational notices are provided to Hudson’s collection customers. As part of the Transfer Station Operations contract, Hudson Garbage Service would work with the County to develop a specialized direct-mail educational brochure to Columbia County residents of Clatskanie, Rainier, and St. Helens who do not currently use collection service, but prefer to self-haul to the transfer station.

This “Did You Know?” brochure provides a side-by-side annual cost comparison of the difference between using the collection service, where the customer separates recyclables and waste into separate carts, versus dropping-off mixed waste at the transfer station.

Currently, at the Columbia County Transfer Station, a flyer is given out that breaks down pricing for services at the transfer station. Providing a “Did You Know?” brochure along with the transfer station pricing sheet helps customers understand how they can save money and time by commingling their recyclables into one cart and placing waste in a separate cart at their driveways.

Recycling “How-To” Brochure

Continued education is important in making a recycling program successful. The “How-To” flyers that are currently sent to Hudson Garbage Service customers will also be available at the transfer station.

Other Ways to Encourage Recycling

As part of enhancing recycling public education in Columbia County, Hudson Garbage Service makes more information, including the above educational brochures, available on its website.

D.3. Operational Innovations

Innovative ideas, if any your company would recommend for this transfer station operation.

Operational Approach Options

Removing Recyclables from Loads

Hudson Garbage Services' on-site team will remove wood and other recoverable material from waste loads as possible. This process could be further optimized with additional undercover space at the facility, and we look forward to discussing with the County what measures could be taken on-site to facilitate this.

Seeking Markets for Materials Not Currently Recycled

WCI's philosophy is to use domestic and local markets wherever possible. WCI will make every effort to market all materials included at the transfer station drop-off. Some materials may be marketed directly while others may be bundled at one of the company's other local facilities. For example, WCI's Pioneer Recycling facility in Clackamas, Oregon, processes and sells curbside polyethylene terephthalate (PET) from beverage bottles. WCI has also provided long-term support of other mills in Oregon, including Georgia Pacific in Toledo.

WCI's materials marketing manager for Northern Oregon and Southern Washington Nate Smith is focused on identifying reliable markets for recycling materials and is especially skilled at taking advantage of emerging markets.

Contractor Staffed HHW events

Currently Columbia County staffs quarterly HHW events on weekends at the transfer station. We will continue to use Hudson Garbage Service staff at these events at no additional cost to the County. Hudson Garbage would ensure that all employees are properly certified for the events and will work with the existing HHW procurement contractor. We will also work with County staff and meet before and after events as needed to ensure a successful collection event is achieved.

D.4. Meeting Equipment Needs

Equipment needs for this transfer station and how your company plans to provide it.

As the current operator, we currently have all equipment on-site necessary for the transfer station operations. These include:

Current transfer station equipment:
2011 Caterpillar Skid Steer #226B2
2011 Forklift
2023 Hyundai Forklift
2020 930M Bucket Loader chassis
2008 Excavator
2006 John Deere 544J Wheel Loader
2003 Yard Mule
2017 Kalmar Yard Mule

Hudson Garbage Services will provide the following equipment within the next 10 years of transfer site operations. We typically purchase equipment outright instead of leasing.

Anticipated year of replacement	Equipment
2035	Yard Goat
2030	New Loader
2027	Excavator
2034	Fork Lift
2028	Walking Floor Trailer



E. Financial Proposal

Detail your company's plan for compensation by fixed management fee for each year of a ten (10) year contract term and optional five (5) year renewal in the following format:

On each annual contract anniversary, including any anniversaries during a renewal term, starting after the initial contract year, service rates will be adjusted by the greater of 2.5% or the 100% of the annual Consumer Price Index for All Urban Consumers (CPI-U): Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted 1983=100 (series CUUR0000SEHG02) All Items. For example, if the CPI index for the previous year is 2.2%, the annual fees for the contract shall increase by 2.5% from the previous year. Contractor shall also be allowed to pass through an increase in disposal costs to County if disposal costs increase beyond the annual CPI.

In addition to the adjustment mechanisms set forth above, the Contractor may request an adjustment to the rates for service, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in the franchisee's costs, including but not limited to the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect the Contractor's costs or revenues including, but not limited to, extraordinary increases in the cost of fuel. Rate adjustments made under this section may be requested by the Contractor at any time during the course of an operating year. The County shall review and consider approval of adjustment requests under this section in its discretion; provided that such approval shall not be unreasonably withheld, conditioned or delayed.

Rates for services guaranteed for the first 12 months of the initial contract year (March 6, 2026 through March 5, 2027) = \$1,427,094.

Rate estimates for subsequent years are provided below using 2.5% as an example percentage only. *Actual rates will be determined based on CPI adjustments as detailed in this section.*

Ten (10) Year Contract					
Year	2026	2027	2028	2029	2030
Example Percentage (2.5%)	\$ 1,427,094	\$ 1,462,771	\$ 1,499,341	\$ 1,536,824	\$ 1,575,245

Ten (10) Year Contract Continued					
Year	2031	2032	2033	2034	2035
Example Percentage (2.5%)	\$ 1,614,626	\$ 1,654,992	\$ 1,696,366	\$ 1,738,775	\$ 1,782,245

Optional Five (5) Year Renewal Contract					
Year	2036	2037	2038	2039	2040
Example Percentage (2.5%)	\$ 1,826,801	\$ 1,872,471	\$ 1,919,283	\$ 1,967,265	\$ 2,016,446

F. List of Similar-Sized Transfer Stations Under Management

Provide a list of Transfer Stations of similar size which are under the management of the same local or regional management group. For each transfer station, explain the services provided and what innovative ideas, if any, were incorporated into the operating plan. Provide the name, position title and telephone number of a person from the client organization who could be contacted as a reference.

F.1. Services Provided at Transfer Stations Operated Under Management of Waste Connections Western Regional Headquarters

Transfer Station Location	Client Contact Name Title Organization Telephone	MSW Processing: Average Load Size Container Length	MSW Loading Method	Services Provided						Landfill to Which MSW is Shipped MRF to Which Recyclables Are Shipped	Innovations
				Publicly Hauled Waste	Recycling Center Operations	Recyclable Materials Processing	Medical Sharps	HHW Management	Yard Debris		
Washougal Transfer Station Washougal, Washington	Mike Davis Sustainability Specialist Clark County Environmental Services (360) 397-6118 x4920	31 Tons 53 Feet	Over a Short Tip Wall	✓	✓	✓	✓	✓	✓	Wasco County Landfill West Vancouver MRF	<ul style="list-style-type: none"> Maximized loads by achieving 31 tons without a compactor Fully automated scaling system Safe and efficient recovery of recyclable materials from incoming loads such as wood, cardboard and metal.
Sweet Home Transfer Station Sweet Home, Oregon	Jason Ogden City Manager City of Sweet Home jogden@sweethomeor.gov. (541) 367-8969	30 Tons 53 Feet	Down a Pit Wall to an Elevated Tipping Floor, Then Pushed With Backhoe	✓	✓	✓		✓	✓	Coffin Buttes Landfill West Vancouver MRF	<ul style="list-style-type: none"> Maximized loads by achieving 31 tons without a compactor Full service HHW facility run by site staff
Hood River Transfer Station Hood River, Oregon	Allison Williams County Administrator 541-367-4827 Allison.williams@hoodrivercounty.gov	30 Tons 60 Feet	Top load 50 foot trailers with loader, truck and trailer parked below in a pit.	✓	✓		✓	✓	✓	Wasco County Landfill Oregon Paper Fiber MRF	<ul style="list-style-type: none"> Partnership with Tillamook County (Wasco, Hood River, Sherman) to build and develop HHW program including drop off sites and events Weekly Load Audits (both residential and commercial) to ensure materials being dumped are safe (no flammable paints or asbestos entering the waste stream) Material Deferral Program removes recycled material from drop off areas; cleans lumber, metal, concrete, and brush Recycling information "Flyers" available at the TS for easy access for customers

F.2. Recyclables Accepted at Transfer Stations Operated Under Management of Waste Connections Western Regional Headquarters

Transfer Station Location	Newsprint	Glass Bottles, Jars and Other Beverage Containers	Aluminum	Metals	White Goods	Corrugated Cardboard and Kraft Paper	High-Grade Office Papers	Mixed Paper	Tires	Plastics	Used Motor Oil From Residential Users	Used Automotive Oil Filters	Used Automotive Oil Filters	Antifreeze	E-Waste	Fluorescent Lighting Tubes	Latex/Water-Based And A10B Paint	Wood And Yard Debris
Washougal Transfer Station Washougal, Washington	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sweet Home Transfer Station Sweet Home, Oregon	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hood River Transfer Station Hood River, Oregon	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓

G. Insurance and Bonding

Provide evidence of insurability or actual coverage for the minimum insurance and bonding requirements stated in Section III, above.

Please see below that details Hudson Garbage Service's coverage, which meets the requirements stated in the RFP. WCI's general umbrella policy covers up to \$3,000,000. Pursuant to the RFP, Hudson Garbage Service hereby states its willingness and ability to meet the \$425,000 performance bond. Please see below for the Intact Insurance bond letter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2026

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 NFP Prop & Casualty Serv Inc. 3620 American River Drive Suite 125 Sacramento CA 95864	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL ADDRESS: wcnuscoirequest@nfp.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Waste Connections US Holdings, Inc. 3 Waterway Square Place, Suite #110 The Woodlands, TX 77380	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B: Chubb Indemnity Insurance Company 12777	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1399229740** **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 SUBR INSD WORD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRC <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:	Y	HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 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 \$ \$
B	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	WLR C72796573	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Transfer Station Operations located at 1601 Railroad Ave, St Helens, OR 97051
Columbia County is Additional Insured with regard to the General Liability if required by written contract, on a Primary Non-Contributory basis.
Contractual Liability is written into the coverage form of the General Liability Policy but is subject to all terms, conditions, limitations and exclusions of the policy.

CERTIFICATE HOLDER Columbia County 135 NE Hernando Ave Lake City, FL 32025	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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ACORD 25 (2016/03)

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Waste Connections US Holdings, Inc.			Endorsement Number 24
Policy Symbol HDO	Policy Number G49353086	Policy Period 08/01/2025 to 08/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such primary and non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

 Authorized Agent

LD-20287 (06/06)

Page 1 of 1

POLICY NUMBER: HDO G49353066

Endorsement Number: 103

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.





January 9, 2026

Columbia County, Oregon
1054 Oregon St
St Helens, OR 97051

**Re: Waste Connections of Oregon, Inc., d/b/a Hudson Garbage Service
RFP# S-C00055-00015489 - Solid Waste Transfer Station Operations**

To Whom It May Concern:

Waste Connections of Oregon, Inc., d/b/a Hudson Garbage Service, Inc., is a highly regarded client of ATLANTIC SPECIALTY INSURANCE COMPANY for bonding purposes.

We understand that Waste Connections of Oregon, Inc., d/b/a Hudson Garbage Service, Inc., will be presenting a request to you to be included in the list of approved Companies for Solid Waste Transfer Station Operations.

If the proposal is accepted and Waste Connections of Oregon, Inc., d/b/a Hudson Garbage Service, Inc., asks us for a Performance Bond, ATLANTIC SPECIALTY INSURANCE COMPANY as required, will hereby affirm our willingness and intent to furnish the surety bond specified in the RFP. Specifically, **within 30 days of notice of award of the contract under this RFP.** Waste Connections of Oregon, Inc., d/b/a Hudson Garbage Service shall procure, at its own expense, and keep in effect at all times during the term of the contract.

We further acknowledge and agree that the surety bond shall be annually renewable, issued on an industry standard annually renewable performance bond form ensuring that coverage remains active and uninterrupted for every year of the contract term **UNLESS** otherwise directed or replaced with equivalent security acceptable to Columbia County, Oregon. A sample of the industry standard form included for your review.

If you have any questions about this fine client, please do not hesitate to give me a call at 916.971.8843.

Sincerely,

ATLANTIC SPECIALTY INSURANCE COMPANY

By: 
Donna Borja, Attorney-In-Fact





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: A. Catherine Skeen, Alison Chambers, Brooke A. Skeen, David W. Gares, Donna Borja, Lisa Betancur, Maria Ruffino, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and to behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

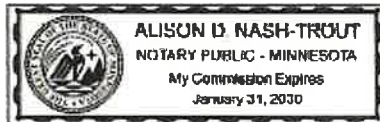
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By [Signature]
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



[Signature]
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated this 9th day of January, 2023.



[Signature]
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2023

Please direct bond verifications to 800.633.1040#3626



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On January 9, 2020 before me, Maria Duran Rufino, Notary Public
(insert name and title of the officer)

personally appeared Donna Borja
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maria Duran Rufino (Seal)

Bond No. _____
Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____.

(Witness)

(Attest)

, Attorney-In-Fact



Attachment A: Columbia County Oregon Transfer Station RFP Waste Connections of Oregon, Inc. Exceptions



Waste Connections of Oregon, Inc. ("Contractor") offers the following items to be incorporated in a contract and as exceptions to the Request for Proposals for Solid Waste Transfer Station Operations ("RFP") issued by The Columbia County Public Works Department on behalf of the Columbia County Board of County Commissioners, Columbia County, Oregon (the "City"). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to the performance bond requirements, including as stated in Section XII (E)(6) of the sample contract. Contractor's performance bond shall be issued on annually renewable terms.
- Contractor takes exception to Section III (C) of the RFP. Contractor notes that the sample contract does not contain all of the operating requirements for the Reuse Program.
- Contractor takes exception to Section III (R)(5) of the RFP. Contractor's deductibles or self-insured retention amounts shall not be limited.
- Contractor takes exception to Section III (S) of the RFP. Contractor agrees to indemnify the County only to the extent of Contractor's negligence or willful misconduct.
- Contractor takes exception to Section I (L) of the sample contract. Contractor requests that the definition of "force majeure" includes a pandemic.
- Contractor takes exception to Section III of the sample contract. The County shall not have the sole discretion to extend the term. Any extension of the initial term of the contract shall be subject to mutual agreement by the parties.
- Contractor takes exception to Section VI of the sample contract generally to suggest that the County provide an alternative disposal site plan. In the event County closes the Transfer Station Premises due to damage, destruction or needed repair, the County shall establish an alternative drop-off location for materials normally accepted at the Transfer Station Premises. The County shall obtain any necessary permits for the alternative facility(ies) and locate such facility(ies), and Contractor shall operate such facility(ies) pursuant to the contract. If Contractor incurs additional expenses based on changes in operational factors due to a new temporary location, the County's payment for Contractor's increased expenses shall not be unreasonably withheld.
- Contractor takes exception to Section VI (K)(1)(c) of the sample contract. Contractor shall not be required to comply with any deed restrictions.
- Contractor takes exception to Section VI (K)(1)(e) of the sample contract. Contractor shall not be responsible for damage to the transfer station caused by third parties; however, Contractor does agree to accept responsibility for any damage that is caused by a third party because of Contractor's directions given to a third party operating at the transfer station. Contractor agrees to document and inform the County of any such damage caused by third parties, but the County's recourse shall be with such third parties directly.
- Contractor takes exception to Section VI (K)(1)(f) of the sample contract. Contractor agrees to be responsible for repairs to the compactor up to \$25,000.00 per year. Contractor agrees to be responsible for only routine maintenance for the scale, which shall not exceed \$25,000.00 per year.

- Contractor takes exception to Section VI (K)(2) of the sample contract. Contractor requests that additional detail and clarification be added regarding the County's responsibilities for repair and maintenance of the Transfer Station Premises, including, but not limited to, the stormwater drainage system.
- Contractor takes exception to Section XI (A) of the sample contract. Contractor requests that subparagraphs (3), (7), and (8) be deleted.
- Contractor takes exception to Section XII (D) of the sample contract. Contractor shall not be responsible for any damage or other liability that results from the delivery of any Unacceptable Waste at the transfer station, including any wastes with incendiary properties or waste which causes a fire.
- Contractor takes exception to Section XII (E)(1) of the sample contract. Contractor agrees to indemnify the County only from third-party claims and only to the extent such claims arise from Contractor's negligence or willful misconduct.
- Contractor takes exception to Section XII (F)(4) of the sample contract. The County shall not have the right to unilaterally terminate a portion of the contract.
- Contractor takes exception to Section XII (M)(1) and (3) of the sample contract. The County shall not have the right to unilaterally amend the scope of the contract. Any new rates proposed according to this section shall be by mutual agreement.
- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the City and Contractor:
 1. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP.
 2. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to the transfer station, pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
 3. Any equipment furnished hereunder by Contractor shall remain the property of Contractor.
 4. Notwithstanding anything herein to the contrary, Contractor may pass through and the County shall pay to Contractor any documented increases in Contractor's costs due to changes in disposal costs or local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
 5. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

Attachment B: Redlines to Columbia County Transfer Station RFP Sample Contract



Attachment 2

Sample Contract

**AGREEMENT FOR THE OPERATION OF THE SOLID
WASTE TRANSFER STATION**



BY AND BETWEEN

**COLUMBIA COUNTY
AND
CONTRACTOR**

Table of Contents

I. DEFINITIONS..... 1

II. EFFECTIVE DATE 5

III. TERM..... 5

IV. CONTRACT DOCUMENTS..... 6

V. LICENSE..... 6

VI. TRANSFER STATION OPERATIONS..... 7

VII. UTILITIES..... 15

VIII. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES..... 15

IX. TRANSFER STATION FEES..... 16

X. CONSIDERATION..... 17

XI. DEFAULT AND REMEDIES..... 18

XII. MISCELLANEOUS..... 20

AGREEMENT FOR THE OPERATION OF THE SOLID WASTE TRANSFER STATION BY AND
BETWEEN COLUMBIA COUNTY AND CONTRACTOR

This Agreement is made and entered into by and between Columbia County, a political subdivision of the state of Oregon, (hereinafter referred to as the "County") and [Contractor Waste Connections of Oregon, Inc., d/b/a Hudson Garbage Service](#), (hereinafter referred to as the "Contractor") for the operation of the Columbia County Solid Waste Transfer Station.

WITNESSETH:

IT IS HEREBY AGREED by and between the above-mentioned parties, in consideration of the mutual promises hereinafter stated, as follows:

- I. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the following meaning:
 - A. "Acceptable Waste" shall mean any and all waste that is Solid Waste as defined in ORS 459.005, as amended, (but is not Unacceptable Waste as defined herein) and which, in compliance with all applicable governmental licenses and permits, may be received at the Transfer Station, including Municipal Solid Waste, and Recyclable Materials.
 - B. "Ash" shall mean that material remaining after incineration of Municipal Solid Waste, including bottom ash and fly ash. "Ash" does not include ashes from residential burning, such as fireplaces and barbecues.
 - C. "Biomedical Waste" shall mean waste that may be reasonably considered infectious, pathological or biohazardous. Such waste may originate from hospitals, public or private medical clinics, dental offices, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, and veterinary facilities. Such waste includes equipment, instruments, utensils, fomites, laboratory waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.), dialysis unit waste, animal carcasses, offal and body parts, and biological materials (vaccines and medicines).
 - D. "Confidential Information" shall mean information designated as confidential in this Agreement or subsequently identified and accepted as confidential as provided in Section XVI of this Agreement.
 - E. "DEQ" shall mean the Oregon Department of Environmental Quality.

- F. "Designated Haulers" shall mean the companies who are granted the exclusive right or franchise to collect Municipal Solid Waste within Columbia County and deliver it to the Columbia County Transfer Station.
- G. "Disposal Fee" shall mean the amount payable to a Disposal Site for disposal of Solid Waste.
- H. "Disposal Site" shall mean a legally permitted solid waste disposal facility approved by the County.
- I. "Dry Waste" shall mean all non-putrescible waste wood, wood products, printed materials, paper, pasteboard, rags, straw, used and discarded clothing, packaging materials, ash from residential burning, floor sweepings, glass, construction, demolition debris, land clearing debris and other similar waste materials not including Garbage, Hazardous Waste, or Yard Waste.
- J. "E-Waste" shall mean waste having as its primary content electronic circuit boards or other electronic equipment such as video monitors, computers and other electronic devices.
- K. "Environmental Laws" shall mean all federal and state statutes, rules and regulations and local laws, rules and regulations concerning public health, safety and the environment, including but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act, 42 U.S.C Section 6901; the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq; the Federal Clean Water Act, 33 U.S.C Section 1351 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C Section 1101 et seq.; and the Occupational Safety and Health Act, 29 U.S.C Section 651 et seq.
- L. "Force Majeure" except as otherwise set forth in the Agreement, force majeure shall mean acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, pandemics, civil disturbances, strikes, lockouts or other industrial disturbances (except strikes and lockout disturbances involving Contractor's employees, affiliates and affiliates' employees), acts of the public enemy, wars, blockades, public riots, explosions, materials or equipment shortage (but not including a shortage of solid waste), or damage to or destruction of the Transfer Station as a result of events described herein or other similar causes which are not reasonably within the control of the Contractor. A Force Majeure event shall not include damage to or destruction of the Transfer Station when the damage or destruction is caused by any of the

following events: operational error, lack of preventative maintenance or careless or improper operation. A Force Majeure event shall not include events that could have been avoided if Contractor took reasonable precautions to avoid being affected.

- M. "Garbage" shall mean putrescible animal, fish, food, fowl, fruit or vegetable matter, or any product resulting from the preparation, storage, handling or consumption of such materials.
- N. "Hazardous Waste" shall have the meaning set forth in ORS Chapter 466 or any successor thereto, and/or any matter that is required to be accompanied by a written manifest or shipping document describing the waste as a "hazardous waste" or "dangerous waste", pursuant to any state or federal law including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq., and the Hazardous Waste Management Act, ORS Chapter 466, as amended, and the regulations promulgated thereunder.
- O. "Household Hazardous Waste" shall have the meaning set forth in 40 CFR Section 261.5 and ORS Chapter 459, or any successor thereto.
- P. "Municipal Solid Waste" shall mean all substances or material that are discarded or rejected as being spent, useless, and worthless or in excess of the owner's needs at the time of disposal, including but not limited to, all putrescible and non-putrescible solid and semi-solid waste including Garbage, Yard Waste, bulky wastes, industrial wastes, demolition and construction wastes, grit and sweepings from a Water Pollution Control Plant. These materials are generated by residential, commercial, industrial, institutional, municipal, agricultural and other activities not otherwise restricted in a RCRA Subtitle D landfill by state or federal regulations. "Municipal Solid Waste" does not include Hazardous Waste, Biomedical Waste, Ash, materials which are not set out or otherwise offered for collection by waste generators, Source Separated Recyclable Materials, or materials segregated for processing and recycling at the Transfer Station.
- Q. "Opportunity to Recycle" shall mean the provision by the County of a place for collecting source separated recyclable material in compliance with the requirements of ORS Chapter 459A and the administrative rules adopted thereunder that are applicable to the operation of a Recycling Depot located at a disposal site.
- R. "Participating Agencies" shall mean the County and Cities within Columbia County that have entered into an Intergovernmental

Agreement for the collection and disposal of Solid Waste within Columbia County.

- S. "Processing" shall mean reduction, separation, recovery, conversion, and reload and transport of Solid Waste.
- T. "Publicly Hauled Waste" and "Publicly Hauled Municipal Solid Waste" shall mean Acceptable Waste delivered to the Station by persons other than the Participating Agencies and their Designated Haulers.
- U. "Rate Schedule" shall mean the schedule of rates to be charged by Contractor to persons delivering Solid Waste to the Transfer Station, which schedule shall be set by the County and amended from time to time in accordance with the terms and provisions of this Agreement. The initial rates are attached hereto as Exhibit A and are incorporated herein by this reference.
- V. "Recyclable Materials" shall mean material that still has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or function(s), and that can be reused, recycled, or composted for the same or other purpose(s).
- W. "Recycle; Recycling" shall mean the process of collecting, sorting, cleaning, treating and reconstituting materials and returning them in the form of raw material for new, reused or reconstructed products which meet the quality standards necessary to be used in the marketplace. "Recycle" or "Recycling" does not include transformation, except for the transformation of wood.
- X. "Recyclable Rich Loads" shall mean Municipal Solid Waste containing 90 percent (90%) or more Recyclable Materials by weight.
- ~~X.Y.~~ "Recycling Depot" means
- ~~Y.Z.~~ "Route Recyclable Materials" shall mean Recyclable Materials collected from commercial and residential routes by Designated Haulers as part of a curbside recycling program.
- ~~Z.AA.~~ "Small Quantity Generator Waste" shall have the meaning set forth in 40 CFR Section 261.5.
- ~~AA.BB.~~ "Solid Waste" shall mean solid waste as defined in ORS 459.005, as amended.
- ~~BB.CC.~~ "Source Separated Recyclable Materials" shall mean Recyclable Materials which have been segregated into separate containers by the waste generator, the Designated Hauler or other persons prior to their delivery to the Transfer Station. Materials delivered to the Recycling Depot and materials collected by the Participating Agencies' Designated

Commented [MH1]: Definition for "Recycling Depot" needs to be added.

Haulers as part of a curbside recycling program are included in Source Separated Recyclable Materials.

CC-DD. "Transfer Station" shall mean the Columbia County Transfer Station and Recycling Depot owned by Columbia County.

DD-EE. "Transfer Station Grounds" shall mean the Columbia County Transfer Station Premises consisting of approximately 6.32 acres located at 36525 Railroad Avenue, St. Helens, Oregon, exclusive of the buildings thereon and equipment.

EE-FF. "Transfer Station Premises" shall mean the Columbia County Transfer Station and Recycling Depot located at 36525 Railroad Avenue, St. Helens, Oregon, including, approximately 6.32 acres of Transfer Station Grounds, and the buildings located thereon ~~and equipment~~.

FF-GG. "Transformation" shall mean incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

GG-HH. "Unacceptable Waste" shall mean any and all waste that is either (1) Solid Waste which is prohibited from being received at the Transfer Station by state, federal or local law, regulation, rule, code, ordinance, order, permit or permit condition; or (2) Hazardous Waste as defined above except medical sharps which may be dropped off and processed as further specified herein.

HH-II. "Waste" shall mean any material considered to be useless, unwanted or discarded by the person who last used the material for its intended and original purpose.

II. "White Goods" shall mean kitchen stoves, water heaters, refrigerators, dishwashers, washing machines and clothes dryers.

JJ. "Yard Waste" shall mean tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, and similar organic materials.

II. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date that the Agreement is last signed below.

III. TERM. Operations under this Agreement shall begin on March 6, 2026 ("Operation Date"). The Agreement shall expire on March 5, 2036, unless earlier terminated as provided in herein. The County may, in its sole discretion, The parties may extend the Term term of this Agreement by mutual written agreement for up to five additional successive years by delivering to Contractor a written notice stating that the County elects to extend the Term and specifying the length of the extension. Each party shall confirm in writing its intent to extend the term at least thirty (30) days prior to March 5, 2036.

IV. CONTRACT DOCUMENTS. The following documents are attached hereto and by this reference are incorporated into this Agreement:

- Exhibit A: Transfer Station Fee Schedule
- Exhibit B: Request for Proposals, including addenda
- Exhibit C: Contractor's Proposal

In the event of conflict between this Agreement and Exhibits B and C, this Agreement shall control, followed by Exhibit [BC](#), followed by Exhibit [CB](#).

V. LICENSE.

- A. The County hereby grants to Contractor a License to enter onto the Transfer Station Premises for the purpose of operating the Transfer Station according to the terms of this Agreement. The License shall be in effect during the Term of this Agreement and any extension thereof and shall automatically be revoked upon the expiration or termination of this Agreement and any extension pursuant to Section III of this Agreement.
- B. [Any equipment furnished hereunder by Contractor shall remain the property of Contractor.](#) Any fixtures affixed by Contractor during the term of the License shall remain the property of the Contractor except as specifically provided otherwise herein. Any such fixtures shall be removed at Contractor's sole cost and expense upon the expiration or termination of this Agreement. Contractor shall repair any physical damage resulting from the removal of any fixtures. If Contractor fails to remove such fixtures, the County may do so and charge the cost to Contractor ~~with interest at the legal rate from the date of expenditure.~~
- C. Upon expiration or termination of this Agreement, Contractor shall immediately remove all [equipment](#), furnishings, furniture, and fixtures that ~~remain~~ Contractor's property, unless otherwise agreed to in writing by the County. If Contractor fails to do so [within ninety \(90\) days from the expiration or termination of the Agreement:](#)
 - 1. Contractor will be deemed to have abandoned the property, and the County may retain the property and all rights of the Contractor with respect to it will cease; or
 - 2. County may elect to hold Contractor to its obligation of removal by notice in writing given to Contractor within 20 days after removal was required. If the County elects to require the Contractor to remove [the property](#), the County may affect a removal and place

the property in public storage for Contractor's account. Contractor will be liable to the County for the cost of removal, transportation to storage, storage costs, and interest at the legal rate on all such expenses from the date of expenditure by the County.

- D. Failure of Contractor to remove fixtures, furniture, furnishings, or trade fixtures that Contractor is required to remove under this Agreement will constitute a failure to vacate, entitling the County to damages if such failure interferes with the occupancy of the Premises by the County or the County's contractor.
- E. County has installed a 70' Platform Scale (the "Scale") at the weigh house. The Scale is adequate for use in the Transfer Station. [The County's has also installed and owns the](#) SSI Compactor (the "Compactor"). Both the Scale and the Compactor are affixed to the realty and are adequate for use in the Transfer Station.

VI. TRANSFER STATION OPERATIONS. Contractor shall operate the Transfer Station as follows:

A. WASTE AND RECYCLABLES TO BE ACCEPTED

Contractor shall receive and accept only the following Waste at the Transfer Station:

1. Acceptable Waste, as defined herein, including Municipal Solid Waste, and Recyclable Materials delivered to the Transfer Station by Participating Agencies within Columbia County through their Designated Haulers; and
2. Publicly Hauled Waste delivered to the Transfer Station by the public.
3. Source-separated recyclable materials delivered by residents of or businesses operating within the County.
4. Medical sharps in approved containers delivered to a designated drop off receptacle at the Transfer Station during regular Transfer Station hours, as well as the handling and disposal of medical sharps in compliance with applicable State and Federal regulations.

- B. Contractor shall process Waste and Recyclables described in VI(A)(1)-(3), above, received at the Transfer Station for disposal by the transportation and disposal contractor at the proper disposal facility, or for Recycling, as provided herein.
- C. Contractor shall hire adequate personnel to operate the Transfer Station in accordance with the terms of this Agreement. Contractor shall require its employees to be appropriately dressed, courteous and respectful at all times. A minimum of two (2) of Contractor's employees shall have at least 40 hours of HAZMAT training prior to the Operation Date and such employees must receive refresher training throughout the Term of this Agreement. If any Transfer Station official, agent or employee is suspected by either party of violating any provision of this Agreement, Contractor shall consult with the County to determine whether such official, agent or employee is suitable to remain on site. Upon reasonable request of the County, Contractor shall remove such officer, agent or employee permanently from the Transfer Station Premises.
- D. Within 60 days of execution of this Agreement, Contractor shall develop a Transfer Station Operations Plan that is acceptable to the County and shall be approved by the County in writing prior to implementation. The Operations Plan may be amended upon agreement of the parties in writing, except that no provision of this Agreement may be amended through the Operations Plan. At all times during the term of this Agreement, Contractor shall comply with the provisions of the Operations Plan, as amended. Should any provision of the Operations Plan conflict with any provision of this Agreement, this Agreement shall control.
- E. Contractor shall develop a Hazardous Waste Exclusion Program (the "HWEP") that is acceptable to the County and meets the requirements of the DEQ and all other applicable state, local and federal laws. The HWEP shall comply with all DEQ permit requirements as set forth in the County's permit. The HWEP shall be included in the Operations Plan and shall be incorporated therein by reference. The plan is to be implemented in a diligent, reasonable and non-discriminatory manner. Suitable areas and facilities for temporary storage of materials that are discovered through the HWEP (or otherwise) and cannot be processed at the station or accepted at the disposal facility are to be provided.

The safe and lawful disposal of such waste is to be provided for. Payment for this service will be part of the total compensation package. This activity will be coordinated with an on-site hazardous waste collection and storage program using the HHW facility.

F. Contractor shall continue the ReUse Program currently existing at the transfer station. This includes the designation of one employee that is forklift and loader certified that will be responsible for diverting reusable items from the tipping floor to the reuse center for use by local nonprofit organizations. [Contractor shall operate the ReUse Program Tuesday through Saturday.](#) Other job requirements include:

1. Communicating to customers the purpose of the program, the direction of traffic flow and recycling education,
2. Assisting customers with the unloading of items if needed,
3. Weighing each item diverted into the program using the forklift scale,
4. Tracking when each item is added and removed from the reuse center containers,
5. Organizing each item based on amount of time stored in the reuse center, and throwing away items that have been in reuse center for more than a month (can be changed accordingly).
[and](#)
6. Maintaining a spreadsheet or log of reusable items diverted to the reuse center including photos and weights with date in/out information.

G. DAYS AND HOURS OF OPERATION

1. Contractor shall operate the Transfer Station every day of the year except for Sundays, January 1st, the 4th Thursday in November, and December 25th (the "holidays").
2. Contractor shall operate the Transfer Station for a minimum of nine (9) hours per day, Monday through Saturday, between the hours of 8:00 a.m. and 5:00 p.m. However, Contractor may close the Transfer Station at or after 1:00 p.m. on Memorial Day, Independence Day, Labor Day, Christmas Eve and New Year's Eve.

Commented [MH2]: Accurate?

- H. **RECYCLING DEPOT.** Contractor shall establish and operate a Recycling Depot at the Transfer Station to receive Recyclable Materials that are delivered to the Transfer Station. The Recycling Depot shall be operated in a manner that meets the County's obligations to provide an Opportunity to Recycle.
1. Contractor shall accept at the Recycling Depot for recycling all materials on the uniform statewide collection list established under ORS 459A.914 that are designated for collection at a recycling depot. Contractor shall also accept for recycling:
 - a. Newsprint;
 - b. Glass bottles, jars and other beverage containers;
 - c. Aluminum;
 - d. Metals;
 - e. White goods;
 - f. Corrugated cardboard and kraft paper;
 - g. High grade office papers;
 - h. Mixed paper;
 - i. Tires;
 - j. Plastics;
 - k. Used motor oil from residential users;
 - l. Used automotive oil filters;
 - m. Anti-freeze;
 - n. E-waste;
 - o. Florescent tubes;
 - p. Latex/water-based paint;
 - q. Wood and yard waste.
 2. Contractor may accept materials not listed in Section VI(H)(1), above if such materials have market value or if recycling of such materials meets or exceeds the avoided cost of disposing of such materials.
 3. All costs associated with the diversion of Recyclable Materials shall be borne by Contractor. Revenues received by Contractor from the sale of such diverted materials shall not be payable to the County. Periodically items may be added or deleted from this list by the County.

I. RECYCLABLE MATERIALS PROCESSING

1. Contractor shall process all recyclable materials collected at the Transfer Station.
2. The station has been designed to provide certain space to segregate high-grade commercial loads or to customers that may deliver loads containing recyclable materials. Contractor shall use its best efforts to recover recyclable materials, which include wood waste, metals, cardboard, mixed paper and old newspaper (ONP), from non-putrescible recyclable rich loads (i.e., loads containing 90% or more of recyclable materials by weight).
3. Marketing of Recyclable Materials.
 - a. Contractor shall market, distribute and sell all recyclable materials received at the Transfer Station, including source-separated recyclable materials and materials recovered for recycling at the Transfer Station.
 - b. Contractor shall use its best efforts to market, promote and sell the recyclable materials.
 - c. Contractor shall transport recyclable materials routes which shall be selected to minimize inconvenience and disturbance to the neighborhood around the Transfer Station, including other local industrial activities and their respective traffic flows.
 - d. Contractor shall prevent recyclable materials from being spilled or scattered during transport. Contractor may subcontract Contractor's obligation under this section. However, Contractor shall continue to be responsible to the County for any such obligation. All transfer trailers shall be enclosed or have other appropriate covering to prevent spillage. If any recyclable materials are spilled, Contractor shall immediately clean up all spilled materials.
 - e. Except for contaminated Recyclable Materials, No source-separated recyclable materials shall be disposed of at a Disposal Site without the prior written consent of the County.

Commented [MH3]: All references to "recyclables" or "recyclable materials" should be capitalized because it is a defined term.

- f. Contractor shall store all recyclable materials in an orderly manner to protect against theft, deterioration, contamination, litter, visual impairment or other damage.

I. TRANSFER STATION RULES AND REGULATIONS.

Contractor shall operate the Transfer Station in accordance with all DEQ collection, recycling, processing and disposal procedures, rules and regulations.

J. TURNAROUND TIME FOR WASTE COLLECTION.

- 1. The Contractor shall use commercially reasonable efforts to operate the Transfer Station to achieve the following turnaround goals:
 - a. All commercial vehicles entering the transfer station will be processed through the scale house weighing operation and transaction process in not more than ninety (90) seconds as measured from the vehicle's arrival on the scale.
 - b. All commercial vehicles will unload and depart from the station in no more than fifteen (15) minutes after leaving the scale house. The operation shall provide adequate space to safely discharge a load and depart.
 - c. All vehicles carrying publicly hauled waste will not wait any longer than two (2) minutes at the scale house and no more than five (5) minutes for an assigned disposal spot.
 - d. A best effort to maintain stalls and provide assistance and adequate space for public vehicles to unload at rate of five to seven (5-7) minutes per vehicle or ten (10) vehicles per hour per stall will be made.

K. FACILITY AND PREMISES MAINTENANCE AND REPAIR.

- 1. Contractor shall be responsible for the following:
 - a. Buildings. Routine maintenance and repair of buildings on

the Transfer Station Premises including, but not limited to the Transfer Station Building, Recycle Depot, Maintenance Building, Wash Bay and Scale House. Routine maintenance and repair means repairs that arise as a result of ordinary wear and tear, but does not include replacement of critical components (i.e., a roof) or capital improvements.

- b. Equipment. Routine Maintenance and repair of equipment, whether fixed, or mobile, necessary to weigh, process, move and load all Acceptable Waste and process, move, load and transport recycling from the Transfer Station.
- c. Maintenance of the Transfer Station Grounds. All paper and other wind-blown waste shall be collected from the interior grounds, external fence line, wetlands, and from Railroad Avenue, as needed. Contractor shall maintain the cleanliness of the Transfer Station grounds, including the watering of trees, mowing of grass and cleanup of debris. Contractor shall remove snow as reasonably necessary to assure the safety of Transfer Station employees, permittees and guests. Contractor shall comply with any and all ~~deed restrictions or~~ permit requirements associated with the wetlands on the Transfer Station Premises.
- d. Repairs required due to damage to Premises caused by Contractor or Contractor's officers, agents, or employees. All damage to the Transfer Station Premises shall be reported to the County as soon as reasonably possible. Contractor shall be liable for all damage to the Transfer Station Premises caused by Contractor's officers, agents or employees. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to the transfer station, pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
- ~~d.e.~~ Repairs required due to damage to Premises caused by third parties. All damage to the Transfer Station Premises shall be reported to the County as soon as reasonably possible. Contractor shall be liable for all damages to the Transfer Station Premises caused by third parties if such damage resulted from Contractor's instructions to such third party.

2. Compactor and Scale. All routine ~~and non-routine~~ maintenance and repair of the Compactor and the Scale, except as provided in Section VI(K)(1)(d) and (e), up to an annual maximum of \$25,000.00 for each the Compactor and the Scale.
3. The County shall be responsible for the following:
 - a. Landscaping except as specified in VI(K)(1)c, above.
 - b. Monitoring, maintenance and upkeep of wetlands located on the Transfer Station Premises, including all repairs or improvements to the stormwater management system.
 - c. Non-routine maintenance and repair of Transfer Station Premises except as provided in Section VI (K)(1)(d) and (e), including repair and replacement of major components (i.e., roof repairs and replacement, electrical system work, and capital improvements).

L. LOADING OF SOLID WASTE FOR TRANSPORTATION AND DISPOSAL.

1. Contractor will be responsible to shuttle empty trailers from the designated trailer staging area to the loading port area and connect with the compactor to be loaded. The contractor will load trailers and shall achieve a minimum payload on 25 tons. Once loaded to capacity and properly sealed to prevent spillage, the full trailers will be shuttled back to the trailer staging area. The Contractor shall supply a yard goat or comparable mobile equipment for shuttling trailers between the loading port and the staging area. Contractor is responsible to work with the Transportation and Disposal Contractor (TDC) to ensure loads leaving the Columbia Transfer Station meet state and federal road weight limits. Contractor is also required to use a standard of care to prevent damage to trailers beyond normal wear and tear.
2. The TDC is responsible for making available sufficient trailers for conducting daily Transfer Station operations. The Contractor will work with the TDC to coordinate operations to ensure the Transfer Station operates according to permit requirements and allows the TDC to transport waste off site on a set routine schedule.
3. Contractor is required to notify the County withing 24 hours of any events or disputes related to having trailers available and or any conflicts with TDC.

M. HOUSEHOLD HAZARDOUS WASTE SUPPORT. _

Contractor shall staff and assist with the County's Household Hazardous Waste (HHW) programs held at the Transfer Station at the HHW facility. Contractor shall have no obligation to assist with and/or staff any HHW programs not held at the Transfer Station, or any HHW programs held at the Transfer Station in excess of four (4) per calendar year.

N. ALTERNATIVE DISPOSAL SITE

In the event County closes the Transfer Station Premises due to damage, destruction or needed repair, the County shall establish an alternative drop-off location for materials normally accepted at the Transfer Station Premises. The County shall obtain any necessary permits for the alternative facility(ies) and locate such facility(ies), and Contractor shall operate such facility(ies) pursuant to the contract. If Contractor incurs additional expenses based on changes in operational factors due to a new temporary location, the County's payment for Contractor's increased expenses shall not be unreasonably withheld.

VII. UTILITIES.

Contractor shall be responsible at its sole cost and expense for utilities related to the operation of the facility, including but not limited to water, sewer, electrical, and phone/cable utilities. However, the County shall be responsible at its sole cost and expense for any charges related to obtaining permits to connect the Transfer Station Premises to such utilities, and costs incurred to connect such utilities to the Transfer Station Premises.

VIII. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

- A. Services. Contractor represents and warrants that Contractor will efficiently operate the Transfer Station and will provide ~~the highest quality of professional and workmanlike~~ services to both private and public customers.
- B. Corporate Status. Contractor warrants that Contractor is a corporation duly organized in good standing under the laws of the State of Oregon, and is qualified to do business in the State of Oregon. Further, Contractor has the ~~corporate power~~ authority to provide the services required under this Agreement.
- C. Corporate Authorization. Contractor warrants that Contractor has taken all necessary actions as required by law, articles of incorporation, bylaws or otherwise to authorize the execution of this Agreement. Contractor warrants that the person signing this Agreement on behalf of Contractor has the authority to do so.

- D. Statements and Information in Proposal. Contractor warrants that Contractor's proposal, and information provided therein, is complete and accurate. Contractor further warrants that the Proposal neither contains any untrue statements of material fact nor omits any material fact necessary in order to make the statements made not misleading. Contractor acknowledges that the County is relying on Contractor's representations set forth in Section IX (A-D), above.

IX. TRANSFER STATION FEES.

- A. Contractor shall collect fees from all customers using the Transfer Station and shall keep complete and accurate records of users and fees collected. Contractor shall collect payments at the point-of-sale (scale house) by a trained scale technician. Contractor shall generate a three part sequentially numbered computer ticket for each transaction. However, Contractor is not required to generate a sequentially numbered computer ticket when customers are depositing recycling for which there is no charge. Contractor shall deliver all sequentially numbered computer tickets to the County at least weekly. The County shall report any discrepancy in the reported data to the Contractor's Operations Manager as soon as reasonably possible.
- B. Contractor may collect fees from Transfer Station Customers by Cash, Checks, and Customer Charge Accounts. Contractor shall be responsible for financial management of the Transfer Station, as follows:
1. Contractor shall prepare cash and checks received at the Transfer Station gate on a daily basis for pickup by County. Contractor shall provide a daily accounting of gate transactions together with a reconciliation of the gate receipts, confirming the cash and checks picked up by County. Contractor shall be liable for the security of cash and checks received at the transfer station, except that Contractor shall not be liable for collecting non-sufficient funds.
 2. Responsibility for the financial management of the Transfer Station and processes followed by Contractor may be amended from time to time in the discretion of the parties upon amendment of the Operating Plan, including but not limited to changes in approved methods of payment, provided however that the following requirements may not be changed:
 - a. Contractor shall be responsible for cash and checks until such funds are actually received and verified by the County, except when a check is returned for non-sufficient funds.

- b. Contractor shall provide any accounting information deemed necessary by the County for audit or reporting purposes and shall make its records available for inspection at all reasonable times.
- c. Tipping Fees/Recycling Fees. Contractor shall collect fees from customers at the Transfer Station as set forth in Exhibit A, which is attached hereto and is incorporated herein by this reference. The solid waste fees contained in Exhibit A may be amended by the County at any time by order of the Board of County Commissioners. Recycling fees contained in Exhibit A may be amended by written agreement of the Columbia County Solid Waste Administrator.
- d. On or before the fifteenth (15th) day of each month, Contractor shall submit to the County a report showing the fees received during the preceding month for Acceptable Waste, Recyclable Materials, and medical sharps.

X. CONSIDERATION.

- A. In consideration for operating the Transfer Station the County shall pay Contractor an annual fixed fee in the amount specified in Exhibit C (Contractor's Proposal) for each year of the contract term, which fees shall be prorated in the first and last years of the contract over a 12-month period. Unless otherwise agreed to in writing by the parties, the County shall pay Contractor in monthly installments based on invoices submitted by the Contractor.
- B. The fees set forth above, shall be the entire fee due and payable to Contractor for the services provided under this Agreement. This fee shall include all expenses. This Agreement is subject to the appropriation of funds by the County, and/or receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received by the County for the payment of consideration required to be paid under this Agreement, the County may terminate this Agreement pursuant to Section XII(F). This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

C. Notwithstanding anything herein to the contrary, Contractor may pass through and the County shall pay to Contractor any documented

increases in Contractor's costs due to changes in disposal costs or local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

XI. EXCUSED PERFORMANCE; DEFAULT AND REMEDIES.

A. Excused Performance. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

A.B. Events of Default. Each of the following shall constitute an event of default:

1. Contractor fails to perform its obligations under this Agreement, or any present or future supplement of this Agreement, and except as otherwise stated herein, fails to cure such breach within thirty (30) days of receiving notice from the County specifying the breach Contractor shall immediately cure any default upon receiving notice from the County if such default endangers the health, welfare or safety of the public, and for events of default listed in XI(A)(2)-(85), below.
2. There is a seizure or attachment of, or levy on, the Transfer Station Operating Equipment owned by Contractor.
- ~~3. Contractor terminates or suspends acceptance of Solid Waste for any reason, including but not limited to, labor unrest including strike, work stoppage or slowdown, sickout, and picketing, for a period of more than two (2) consecutive days during normal Operating Hours; or acceptance of Recyclable Materials or medical sharps for more than three (3) consecutive days during its normal Operating Hours except when such termination or suspension is a result of a Force Majeure event. In the case of a Force Majeure event, Contractor shall notify the County in writing within five (5) days after the event. The notice shall specify the nature of the event, the expected length of time Contractor expects to be prevented from performing, and the steps that Contractor intends to take to restore its ability to perform. Contractor shall use its best efforts to remedy its inability to perform as quickly as possible.~~

Commented [MH4]: Force majeure events excuse performance - they are not a basis for default.

4.3. Contractor files a voluntary case for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or if Contractor consents to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or if Contractor makes any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing. Provided, however, Contractor cannot provide the County with adequate assurances of continued performance under this Agreement.

5.4. A court having jurisdiction enters a decree or order for relief against Contractor in any involuntary case brought before any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect. Or, if Contractor consents or fails to oppose any such proceeding, or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Contractor.

6.5. The Contractor's ability to perform is prevented or materially interfered with by a change in permit or law.

~~7. The Contractor accepts or receives Unacceptable Waste at the Transfer Station except medical sharps as provided in Section IV-A3 herein. The Contractor may cure the inadvertent occasional receipt of Household Hazardous Waste by properly securing such Household Hazardous Waste in the Household Hazardous Waste Facility, so that there is no release of such waste.~~

~~8. There is a release of Hazardous Waste received or accepted at the Transfer Station either on-site or off-site, due to the negligence or willful misconduct of the Contractor.~~

Commented [MH5]: Covered by Paragraph 1

B.C. Remedies Upon Default.

1. Suspension/Termination. Upon any Contractor Default, the County may suspend or terminate this Agreement, in whole or in part. Such suspension or termination shall be effective, upon delivery of written notice to Contractor or at such later date as may be established by the County. Notice shall be given in writing by the County's representative. Contractor shall continue to

perform any portion of the Agreement not suspended or terminated.

2. Right to Perform. If the County suspends or terminates this Agreement the County shall have the right to perform and complete, by contract or otherwise, the work herein or such part thereof as it may deem necessary.
3. License. Upon termination or suspension of this Agreement, Contractor shall no longer be permitted to occupy or utilize the Transfer Station, or portions thereof, and shall immediately vacate the premises unless arrangements to occupy the premises are made prior to the termination or suspension date.
4. Remedies Not Exclusive. The County's right to cure, and to suspend or terminate this Agreement are not exclusive. The

County's exercise of one such right shall not preclude the pursuit of other remedies in law or in equity, for damages or otherwise.

XII. MISCELLANEOUS

- A. Permits. The Contractor shall obtain and/or maintain the licenses, permits and approvals from federal, state, regional and local agencies necessary for the operation of the Transfer Station required by this Agreement. The Contractor shall keep all licenses, permits and approvals in force and comply with their terms, including any that may require improvements or modifications in operating procedures, annual reporting, inspections, periodic visual monitoring, stormwater sampling or other related information. The Contractor is required to keep the County fully informed as to the permit status and status of compliance with any annual permit maintenance requirements for any local, State or Federal permits required to operate the Transfer Station. The Contractor shall comply with and complete any mitigation measures or conditions as stipulated in any permit. Notwithstanding anything contained herein to the contrary, any capital improvements needed to be made to the Transfer Station Grounds or Transfer Station Premises as a result of compliance with the DEQ facility permit or the DEQ 1200Z stormwater permit shall be at the sole cost and expense of the County. Notwithstanding the foregoing or anything to the contrary contained herein, the Contractor shall have no obligation or liability associated with the facility or stormwater permit compliance (including, but not limited to, improvements and modifications) to the extent resulting from the acts of County or any other third party prior to or after the term of this Agreement. County and Contractor acknowledge and agree that Contractor shall not be liable for compliance with the facility or

stormwater permit to the extent arising from environmental issues that occurred prior to the term of this Agreement.

- B. Equipment. Contractor shall at all times provide sufficient vehicles and equipment to perform the work required by this Agreement in a safe and efficient manner. Equipment must be suitable in design and construction for heavy-duty service at a solid waste transfer station. All vehicles and other equipment shall be in good operating order. Such vehicles and equipment shall comply with all applicable laws and regulations and shall meet safe operating standards.
- C. Personnel. Contractor shall employ qualified, competent equipment operators, maintenance, supervisory, and clerical laborers and other personnel in sufficient numbers to perform the work required by this Agreement. Staff levels shall be sufficient to provide continued and uninterrupted operation and maintenance of the Transfer Station as well as for the loading of Solid Waste into transport vehicles for the transportation and disposal of same by the transportation and disposal contractor and Recyclable Materials to market and medical sharps to an approved disposal or recycling site in a safe and efficient manner.
- D. Title to Waste. Title to Acceptable Waste shall immediately pass to the Contractor once it has been accepted at the Transfer Station pursuant to the procedures contained in the specifications in this Agreement and the Operating Plan. Title to Unacceptable Waste shall remain with the generator and/or hauler of such Unacceptable Waste and shall never vest in the Contractor. Contractor shall not be responsible for any damage or other liability that results from the delivery of any Unacceptable Waste at the transfer station, including any wastes with incendiary properties or waste which causes a fire. The County shall not be deemed to own or hold title to any Waste received or accepted at the Transfer Station by Contractor.
- E. Indemnity, Insurance, Bonding.
1. Indemnification. Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding, or suit of any and every kind and description to the extent arising ~~directly or indirectly~~ from Contractor's negligent performance or failure to perform its obligations under this Agreement or ~~in any way arising from any and all licenses granted herein and use of County property pursuant thereto,~~ any negligent acts or omissions of Contractor, its officers, agents or employees, subcontractors of any tier, and servants, or the failure of Contractor, its officers, employees, subcontractors of any tier, 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. However, Contractor shall not be required to indemnify the County to the extent that the claim arises out of the sole negligence or intentional misconduct of the County, its officers, agents or employees. Contractor's duty to defend hereunder shall survive the expiration or other termination of this Agreement.

2. **Insurance.** Contractor shall, at its own cost and expense, procure from an insurance company or companies licensed in the [state-State](#) of Oregon and shall maintain in full force and effect at all times during the [Term-term](#) of this Agreement, and any extension thereof, the following minimum amounts of insurance:
 - a. Workers' Compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the [state-State](#) of Oregon. Contractor shall maintain Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease.
 - b. Comprehensive general liability insurance in the amount of \$2,000,000 with aggregate limit of not less than \$3,000,000. Such insurance shall be primary and non-contributory to any insurance maintained by COUNTY. Such insurance shall provide coverage for contractual liability and completed operations. A cross-liability clause shall be included in the policy.
 - c. Comprehensive automobile liability insurance with owned, hired, and non-owned vehicles in the minimum amount of \$2,000,000.
 - d. Pollution Liability Insurance, ~~including Asbestos Liability Insurance~~, covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by Contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this [contractAgreement](#).

Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000.

- e. Comprehensive (fire, theft, and collision) Physical Damage insurance covering Contractor's equipment and other property used to provide service to the County under this Agreement and provide for payment to the County for loss of or damage to the Transfer Station Premises, fixtures, buildings and equipment.
3. Cancellation. All insurance policies shall have an endorsement naming Columbia County, its officers, agents and employees as additional insureds. Contractor shall give the County thirty (30) days prior written notice in the event of cancellation, reduction in coverage, or non-renewal of any of the above insurance policies.
4. Certificates of Insurance. Prior to the Operation Date, Contractor shall submit to the County certificates of insurance for each policy outlined above showing the type and amount of coverage, effective dates and dates of expiration, and all required endorsements. Such certificates, with the exception of workers' compensation, shall name Columbia County, its officers, agents and employees as additional insureds. Contractor shall furnish renewal certificates to the County to demonstrate maintenance of the required coverage throughout the Term-term of this Agreement.
5. Subcontracts. In the event that any services provided under this Agreement are subcontracted, Contractor shall require each subcontractor to comply with the insurance requirements of this Agreement.
6. Performance Bond. Prior to the Operation Date Contractor shall file with the County an annually renewable bond securing Contractor's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be Four Hundred, Twenty-five Thousand Dollars (\$425,000). The bond shall be executed surety by a corporation authorized to issue surety bonds in Oregon which shall be

satisfactory to the County. The bond shall be kept in effect for the duration of this Agreement and any extensions.

- F. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
1. If Contractor defaults on its obligations under this Agreement and fails to cure said default as set forth in Section XI, above.
 2. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 3. In the event sufficient funds are not appropriated and/or received by the County for the payment of consideration required to be paid under this Agreement.
 4. ~~The County directs the Contractor to cease performing one or more types of services pursuant to Section XII(K), below.~~ The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provide by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination. Upon termination, Contractor shall return any unearned Operating Fees which shall be prorated on a daily basis.
- G. Waiver. The failure of ~~the County~~either party to enforce any provision of this Agreement shall not constitute a waiver by ~~the County~~ that party of that or any other provision of the Agreement.
- H. Notice. All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be delivered to the parties' representatives by first class mail, postage prepaid at the following addresses, except as specifically stated otherwise herein.

- I. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties-parties, notwithstanding that all Parties-parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- J. Electronic Signatures. The Parties-parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party-party and are intended to be and can be relied upon by the Parties-parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

FOR COUNTY	FOR CONTRACTOR
Michael Russell, Director Public Works Department Columbia County 1054 Oregon Street St. Helens, OR 97051 503-397-5090 Michael.Russell@columbiacountyor.gov	

- K. Right to Enter and Inspect. The County shall have the right to observe and inspect all of the Contractor's operations under this Agreement and shall have the right to enter upon the premises at any time and to speak with Contractor's employees in response to inquiries. The County may, upon reasonable notice to Contractor inspect and review Contractor's operational and business records kept as they relate to Contractor's services provided under this Agreement, including but not limited to Contractor's cash register records, scale records, videotape recordings of transactions at the scale house, and records maintained in electronic, magnetic and other media related to this Agreement. Contractor shall make personnel available to accompany the County during inspections and to provide records.

- L. Records. Contractor shall compile daily accurate records of its Transfer Station Operations with sufficient detail to allow the County to make meaningful review of the records for compliance with this Agreement.
- M. Right of County to Amendment of Required Services.
1. The County may direct request the Contractor to cease performing one or more types of services, modify the scope of one or more such services, perform additional solid waste processing services, or modify its performance under any other section of this Agreement. Contractor shall promptly and cooperatively comply with such direction. Any such modifications shall be subject to a written amendment to this Agreement signed by both parties.
 2. If either party believes that the changes described in (1), above, will cause an increase or decrease in the cost of performing the services, an equitable adjustment in the Operating Fee shall be made according to the process set forth in (3), below.
 3. The party that believes the Fee should be adjusted (the "Requesting Party") shall, within thirty (30) calendar days, submit to the other party a proposed adjustment and the parties shall thereafter meet and discuss the matter. The Requesting Party shall provide all relevant schedules, supporting documentation and other financial information requested by the other party necessary to evaluate whether an equitable adjustment is necessary. Within ninety (90) days after the submission of the proposed adjustment, the County will determine the amount of the adjustment, if any, and shall thereafter adjust the Operating Fee accordingly. Any adjustments will be effective as of the date of the change in service. If Contractor is dissatisfied with the County's decision, any dispute shall be mediated.
- N. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of the County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment

necessary for the performance of the services required herein. In addition:

1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 2. This Agreement is not intended to entitle Contractor or Contractor's employees to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 3. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, Contractor shall qualify and remain qualified for the Term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain Workers' Compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- O. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

- P. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
1. Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
 3. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 4. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per

day and days per week that the employees may be required to work.

5. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 6. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- Q. Tax Compliance. As required by ORS 279B.045, VendorContractor represents and warrants that VendorContractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. VendorContractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. VendorContractor's failure to comply with the tax laws of this state or a political subdivision of this state before the VendorContractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. VendorContractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to VendorContractor's knowledge, VendorContractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
- R. Section Headings. The article and section headings in this Agreement are for reference only and are not intended to be used to construe the terms of this Agreement.
- S. Interpretation. Both parties having participated in the drafting of this Agreement, this Agreement shall not be construed for or against either drafter.
- T. Amendment. This Agreement may not be modified or amended except in writing signed by all parties.
- U. Subcontracts. Contractor may not subcontract its obligations under this Agreement without the express written consent of the County, which shall not be unreasonably withheld.

Contractor shall require any such subcontractor to comply with the terms and conditions of this Agreement, unless otherwise specifically stated in the County's written approval.

- V. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Upon the Operation Date, Contractor shall diligently proceed with the work under this Agreement in a timely manner.
- W. Ownership of Documents/Confidentiality.
1. The County owns any documents and data prepared and/or compiled by Contractor and required to be delivered to the County pursuant to this Agreement. Notwithstanding the foregoing, Contractor considers the following documents and/or data to be trade secret materials, as defined in ORS 192.501(2), or 616.461(4) (hereinafter referred to as "trade secrets"):

(NONE)
 2. The County acknowledges that the Contractor faces competition in its business operations, that the Trade Secrets are of a nature that should be kept confidential, and that disclosure of such Trade Secrets may diminish or adversely affect competition in the solid waste business and, as a result, harm the public interest.
 3. When submitting the Trade Secrets, Contractor shall mark such documents as Trade Secrets. Contractor shall clearly and conspicuously stamp the work "Trade Secrets" on each page of documents containing such Trade Secrets. The County shall make a good faith effort to keep all such Trade Secrets separate from its other records and materials. Contractor agrees to hold County harmless for liability under the Uniform Trade Secrets Act (ORS 646.461 to 646.475) for disclosure of documents that are not clearly and conspicuously stamped as required herein.
 4. Subject to the provisions of the Oregon Public Records Law, ORS 192 et seq., or as may otherwise be required by law, the County agrees to treat as confidential and, to the extent permitted by law, to refuse to disclose the clearly marked Trade Secrets. If the County believes it must disclose any such Trade Secrets for any reason it shall advise Contractor sufficiently in advance of making

such disclosure to permit Contractor to object to such disclosure or otherwise take appropriate actions to protect its interests.

5. In the event that the County receives a demand from any person for disclosure of any Trade Secret, the County shall, within a reasonable time, advise Contractor that such demand has been made and provide Contractor with a copy of such demand. Until otherwise ordered by the District Attorney, or a court or agency of competent jurisdiction, the County agrees that, to the extent permitted by law, it shall deny access by any person to any of the Trade Secrets. The Contractor shall indemnify, defend, and hold the County harmless against any and all claims arising out of related to the County's refusal to disclose the Trade Secret.

6. In the event that Contractor believes that any document that is required to be submitted to the County pursuant to this Agreements, is exempt from disclosure under the Oregon Public Records Act, but is not a Trade Secret, as listed above, Contractor shall notify the County of such belief, shall clearly mark the documents as directed in (3), above, and shall explain in writing the basis for the exemption claim. In the event the County receives a demand from any person for disclosure of any such information, the County shall, within a reasonable time, advise Contractor that such demand has been made and provide Contractor with a copy of such demand. Until otherwise ordered by the District Attorney, or a court or agency of competent jurisdiction, the County agrees that, to the extent permitted by law, it shall deny access by any person to any of the marked information. Contractor shall indemnify, defend, and hold the County harmless against any and all claims arising out of related to the County's refusal to disclose the information.

- X. Interpretation. Both parties having participated in the drafting of this Agreement, this Agreement shall not be construed for or against either drafter.

- Y. Amendment. This Agreement may not be modified or amended except in writing signed by all parties.

- Z. Subcontracts. Contractor may not subcontract its obligations under this Agreement without the express written consent of the County. Contractor shall require any such subcontractor to comply with the

terms and conditions of this Agreement, unless otherwise specifically stated in the County's written approval.

- AA. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Upon the Operation Date, Contractor shall diligently proceed with the work under this Agreement in a timely manner.
- BB. Mediation. In the event of a dispute between the Parties-parties arising out of this Agreement, the Parties-parties may agree to submit such dispute to a mediator agreed to by both Parties-parties as soon as practicable after the dispute arises, and in any event before commencement of litigation or any permitted arbitration. The Parties-parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- CC. Choice of Law. This Agreement shall be governed by the laws of the state-State of Oregon.
- DD. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- EE. Attorney Fees. In the event any action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each Party-party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- FF. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- GG. No Third-Party Rights. This Agreement is for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- HH. ENTIRE AGREEMENT. THIS AGREEMENT ~~(INCLUDING)~~ CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER DESCRIBED HEREIN. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND

SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVES BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

FOR CONTRACTOR

By: _____

Title: _____

Date: _____

Approved as to form

By: _____
Office of the County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Kellie Jo Smith, Chair

By: _____
Casey Garrett, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____