

# CHELAN COUNTY PUBLIC WORKS DEPARTMENT



## REQUEST FOR PROPOSALS

### Dryden Transfer Station Waste Hauling Services 2025-2028

**REQUEST FOR PROPOSALS DUE:  
October 10<sup>th</sup>, 2024 at 10:00AM**



**Chelan County Public Works  
316 Washington St, Suite 402  
Wenatchee, WA 98801**

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## 1.0 GENERAL INFORMATION

### 1.1 INTRODUCTION

The Chelan County Public Works Department (CCPW) solicits interest from hauling firms (Proposer) who wish to be evaluated and considered for providing solid waste hauling services from the Dryden Transfer Station to the Greater Wenatchee Landfill for the county's **Dryden Transfer Station Waste Hauling Services 2025-2028**. The duration of this agreement is expected to be approximately **January 1<sup>st</sup>, 2025 through December 31<sup>st</sup>, 2028 with an option for a single extension for no more than an additional four years.**

Proposer's must demonstrate professional capability to perform the task assigned, and at a minimum, must have professional and business licenses required by the State of Washington. Hauling services to be provided shall be completed in accordance with State Law.

### 1.2 PROJECT BACKGROUND

Chelan County collects Municipal Solid Waste (MSW) from households and commercial accounts at the County owned Dryden Transfer Station. The County operates daily operations of the transfer station and the loading of the proposer's transfer trailers. MSW collected is deposited into a push pit where a dozer is used to breakdown and consolidate the waste collected. The MSW is then loaded into (proposers) top load transfer trailers with a knuckle boom crane to consolidate and compact the load into trailers to be hauled to the Greater Wenatchee Landfill. The County collects approximately 25,000 tons of MSW per year at this location. The annual tonnage has an increasing trend the past few years (See Table below).

Dryden Transfer Station Annual Tonnage	
2021	24,899
2022	25,872
2023	26,760
2024 (Anticipated)	25,900

The Dryden Transfer Station operates six days a week (Monday through Saturday) from 8:30AM to 4PM. Monday's operations are limited to commercial operations for the City of Leavenworth and Waste Management, and is not open to the public. The transfer station is open on all holidays with the exception it is closed on the following holidays: New Years, July 4<sup>th</sup>, Thanksgiving and the Day After Thanksgiving, and Christmas Day.

### 1.3 PROJECT SCOPE & SCHEDULE

The project scope consists of the following Work:

The purpose of this Agreement for which proposals are hereby requested is to provide the necessary labor and equipment to provide waste transportation and disposal services, by the Proposer, from Chelan County's Dryden Transfer Station to the Greater Wenatchee Landfill, for the benefit of the public health and safety. The Proposer shall assume full responsibility for the proper disposal of the MSW.

The Proposer shall meet the requirements under statutory and administrative laws and regulations for the performance of the task and all other aspects of the project as described in this document and in the attached contract. It is the responsibility of the proposer to determine the requirements of the job description in the attached informational Agreement (Appendix D), quantities of the waste to be hauled, labor to be provided, and the equipment necessary for the task and to familiarize themselves with the site locations and haul routes. Further, the Proposer shall make their own assumptions as to the total revenues, which will be generated by the haul bid for the hauling of waste to the approved landfill.

The Proposer shall assist in processing receipts and/or charge slips for the disposal costs at the landfill and verifying those charges to be paid for by the County. The Proposer will be responsible for their operating expenses, and for billing and reporting processes to the County.

The table below provides the schedule Chelan County anticipates the project to be complete as stated in this RFP. Chelan County reserves the right to adjust or modify this schedule as deemed best for the County.

RFP Anticipated Schedule	
Request for Proposals	September 16 <sup>th</sup> , 2024
<b>Final Deadline for Written Questions</b>	October 1 <sup>st</sup> , 2024 at 10:00AM
<b>Proposals Due</b>	<b>October 10<sup>th</sup>, 2024 at 10:00AM</b>
Anticipated Contract Award of Contract	October 22 <sup>nd</sup> , 2024
Services to Begin	January 1 <sup>st</sup> , 2025

## 2.0 EVALUATION PROCESS & CRITERIA

### 2.1 REQUEST FOR PROPOSALS (RFP) EVALUATION

This section outlines the specific requirements of each section of the RFP and how each section will be scored. If the information provided for an evaluation factor is not complete, then the Proposer may be eliminated from further consideration. Scoring will be based on not only how well the RFP responds to the requirements in Section 2.2, but also information collected from references. Past performance track records will be weighted in the scoring. CCPW reserves the right to contact references on individuals and projects other than those identified by the Proposers to evaluate past performance.

A summary of the points for each section of the RFP is as follows:

SECTION	SECTION TITLE	POINTS
1	Introduction Letter	Pass/Fail
2	Proposal Price	40
3	Key Personnel and Staffing	20
4	Project Experience and Qualifications	15
5	Equipment to be utilized	25
Appendix C	Submittal Information Form	Pass/Fail
<b>TOTAL</b>		<b>100</b>

### 2.2 EVALUATION FACTORS

Numerical scores will be assigned by a CCPW Selection Committee to each category shown above.

If a Proposer receives a passing score on all pass/fail evaluation factors, its RFP will be further evaluated using the scoring criteria. If a Proposer fails on any single pass/fail requirement, the RFP may be rated as unacceptable, in which case the evaluation factors will not be scored, and the Proposer will not be included on the short-list.

#### 2.2.1 EVALUATION CRITERIA: PROPOSAL PRICE

CCPW has provided the Proposal Price Form (See Appendix A) that must be completed.

The proposal price will be evaluated using the following method.

The lowest proposal cost will receive all possible points. Proposals that are not the lowest cost will be assigned points based on a percentage of the lowest proposal costs. The formula used to assign points to non-lowest proposals other than the lowest is shown below:

Non-lowest proposal price \$ \_\_. \_\_ minus lowest proposal price \$ \_\_. \_\_ = Difference

Percentage = 1 – (Difference divided by Lowest Proposal Price)

Percentage multiplied by 40 points = Points for non-lowest price proposal

**Example:**

Company A price per Ton is \$20 and Company B price per Ton is \$25.

Company A would receive maximum points possible (40pts), as they are the lowest proposed cost.

Company B would be evaluated using the equation.

Difference: Company B \$25.00 minus Company A \$20.00 = \$5.00

Percentage:  $1 - (\$5.00 / \$20.00) = .75$  or 75%

Points Received:  $.75 \times 40 \text{ Pts} = 30 \text{ Pts}$

Therefore, Company B would receive 30pts.

**2.2.2 EVALUATION CRITERIA: KEY PERSONNEL AND STAFFING**

This section will be evaluated based on the following:

- Key Management Personnel should have a minimum of five years of experience in the waste hauling and solid waste operations relevant to the work described in the RFP;
- Provide sufficient number of truck drivers to ensure an adequate supply of empty trailers are available and additional staff are available when needed (delays at the landfill, equipment breakdowns need to be accounted for);
- Provide an anticipated schedule for truck drivers that will be assigned to the transportation of MSW from the Transfer Station;
- Demonstrate the Key Personnel’s ability to meet/ exceed the Project goals for efficiently transporting MSW from the transfer station to the landfill;

**2.2.3 EVALUATION CRITERIA: PROJECT EXPERIENCE AND QUALIFICATIONS**

The Project Experience will be evaluated based on the Proposer’s experience with the following:

- The successful completion of contracts of similar size and scope as this contract;
- Provide a minimum of three (3) past contracts with the following: Name of Contract, Agency, Agency Contact Name and Phone Number, Contract Amount and Duration;
- Provide evidence of the Proposer’s ability to secure the performance bond and insurance requirements as shown in the informational agreement (Appendix D);

**2.2.4 EVALUATION CRITERIA: EQUIPMENT TO BE UTILIZED**

CCPW has provided the Equipment Information Form (See Appendix B) for the proposer’s convenience. Additional sheets can be attached to supplement this form, if the proposer wants to provide additional information above the minimum required.

- The proposer shall provide a Yard Truck (“Goat”) to be used by the proposer and County staff to move trailers at the transfer station;

- Provide sufficient number of trucks, necessary to move trailers to/ from the transfer station and landfill to meet daily quantities;
- Provide a minimum of six (6) top load long haul trailers (that have tarps/ enclosure systems meeting the requirements outlined in the informational Agreement (Appendix D), additional trailers maybe be necessary so that the amount of MSW in the pit does not contain more than the equivalent of one full trailer at the end of the day;
- The Proposer shall ensure there is a minimum of two empty trailers onsite for loading at all times;
- Provide sufficient number of trucks, necessary to move trailers to/ from the transfer station and landfill to meet daily quantities;

### 3.0 RFP SUBMITTAL & GENERAL GUIDELINES

To be considered responsive to this RFP, the Proposer RFP must follow the directions presented and include the information required below.

Proposals must be submitted via email to CCPW’s Representative by **October 10<sup>th</sup>, 2024 at 10:00AM**. Proposers must send one (1) digital copy of their RFP in PDF format to:

Kris Perry  
 Chelan County Public Works  
 316 Washington Street, Suite 402  
 Wenatchee, WA 98801  
 Phone: 509.667.6415  
 Email: [kristoffer.perry@co.chelan.wa.us](mailto:kristoffer.perry@co.chelan.wa.us)

The subject line of the email must read **Dryden Transfer Station Waste Hauling Services 2025-2028**. The body of the email must list the Proposer and a brief description of the attachments included in the email.

CCPW will not accept hard copies of the Proposals nor Proposals by facsimile. Any Proposal that fails to meet the deadline or delivery requirements will be rejected without having been considered or evaluated.

### 3.1 ORGANIZATION

The Proposer must organize the RFP using the following section headings, order of documents, and maximum number of pages:

SECTION	SECTION TITLE	MAXIMUM PAGES
1	Introduction Letter	2
2	Proposal Price	1
3	Key Personnel and Staffing	3
4	Project Experience and Qualifications	3
5	Equipment to be utilized	3
Appendix C	Submittal Information Form	1

Failure to comply with these requirements may result in rejection of the RFP.

### **3.2 FORMAT**

All information in the Proposal must be submitted on the equivalent of 8.5-inch by 11-inch paper, except charts, exhibits, and other illustrative and graphical information, which may be submitted on the equivalent of 11-inch by 17-inch paper. Each of these 11-inch by 17-inch pages will count as one page in the Proposal unless otherwise noted in this RFP. Covers, divider pages, and appendices are not included in the page limitations. Pages, when printed double-sided, are counted as two pages for the page limitations presented in this Section. Text for the Proposal narrative technical sections must use Times New Roman font, 12-point type. Text, charts, tables, graphical information, or other substantive content must not be printed within 0.75 inch of any page edge. Any other materials must be presented with a readable format. The organization chart must be readable and all dimensional information provided in the Proposal must be in English units.

### **3.3 CONTENT**

This section outlines the general requirements of each section of the Proposer's RFP. For specific requirements and how each section will be scored, refer to Section 2.1.

The Proposer will be deemed non-responsive and will not be eligible for consideration of this work if the following RFP requirements are not met:

- **“Dryden Transfer Station Waste Hauling Services 2025-2028”** on the cover of the submittal and the Introduction Letter;
- Introduction Letter;
- Completed Submittal Information Form (located in Appendix A of this RFP);
- Responsiveness to all evaluation criteria;
- Meeting page limitations and font size requirements; and
- Meeting submittal due date, time, and location.



## **4.0 PROCUREMENT PROCESS**

### **4.1 EQUAL EMPLOYMENT OPPORTUNITY**

Discrimination in all phases of contracted employment, consultant activities, contracting activities, and training is prohibited by Title VI of the Civil Rights Act of 1964, Section 162(a) of the Federal-Aid Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 CFR Part 21, the Washington State Law Against Discrimination, RCW 49.60, and other related laws and statutes. The referenced legal citations establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions required by this RFQ.

### **4.2 DISADVANTAGED, MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION**

Chelan County encourages participation in all of its contracts by Disadvantaged, Minority and Women's Business Enterprises (MWBE) as certified by the Office of Minority and Women's Business Enterprises (OMWBE) and defined in WAC 326-02-030. Nevertheless, unless required by federal law, no preference will be given for meeting voluntary goals for MWBE participation in the evaluation of Proposals; and Proposals will not be rejected or considered non-responsive due to a failure to meet voluntary goals. Bidders may contact OMWBE to obtain information on certified MBE/WBE firms.

### **4.3 AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION**

Chelan County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by contacting the County Representative.

### **4.4 TITLE VI OF THE CIVIL RIGHTS ACT**

Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages, or (4) Disqualifying the contractor from future bidding as non-responsible.

#### **4.5 RESTRICTIONS OF THE USE OF FEDERAL FUNDS FOR LOBBYING**

Section 319 of Public Law 101-121 prohibits federal funds from being expended by consultants or subconsultants who receive a federal contract, grant, loan, or cooperative agreement to pay, any person for influencing or attempting to influence a federal Agency or Congress in connection with awarding any of the above.

#### **4.6 EXAMINATION OF RFP**

Each Proposer must be solely responsible for reviewing and examining the RFP, with appropriate care, including any supplements; addenda; clarification notices issued by CCPW; and investigating and informing itself of any and all Project conditions and circumstances that may in any way affect the contents of the Proposal. The Proposer bears the risk of all consequences of any failure to thoroughly investigate all relevant Project and Project site conditions and circumstances as described herein.

#### **4.7 COMMUNICATIONS**

All discussions must be with the CCPW Representative except for those communications permitted by the RFP. Proposals must be submitted in accordance with Section 3 of this RFP.

Any response to questions, RFP clarifications, and/or other such information between **October 10<sup>th</sup>, 2024 at 10:00AM**, can be found at <http://www.co.chelan.wa.us/public-works/pages/consultants-and-small-works>. It is recommended the Proposer visits the Dryden Transfer Station and Greater Wenatchee Landfill before submitting the RFP.

#### **4.8 CHELAN COUNTY'S RIGHTS**

CCPW reserves the right, at its sole discretion, to:

- Appoint a Selection Committee to review Proposals;
- Investigate the qualifications of any Proposer;
- Seek or obtain data from any source related to the Proposals;
- Require confirmation of information furnished by a Proposer;
- Hold meetings and conduct discussions with the Proposers to seek an improved understanding and evaluation of the responses to this RFP;
- Require additional information from a Proposer concerning its Proposal;
- Seek and receive clarifications to a Proposal;
- Require additional evidence of qualifications to perform the Work;
- Modify the RFP process;
- Waive minor deficiencies and irregularities in a Proposal;
- Reject any or all of the Proposals;
- Cancel, modify, or withdraw the RFP;
- Issue a new RFP;
- Conduct negotiations with the Apparent Best Proposer prior to award of the Contract; and

- Cancel a Contract signed by the Apparent Best Proposer but not yet executed by Chelan County.

The RFP does not commit CCPW to enter into a Contract or proceed with the procurement described herein. An unsuccessful Proposer is not entitled to reimbursement of its costs in connection with the RFP, nor will CCPW reimburse an unsuccessful Proposer for any cost in connection with the RFP.

## **5.0 PUBLIC RECORDS**

Any information contained in the Proposer's response that is proprietary or confidential must be clearly designated. Marking the entire response as proprietary or confidential may cause CCPW to deem the Proposer as non-responsive.

Materials submitted in response to this competitive procurement shall become the property of CCPW and will not be returned. To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, CCPW shall maintain the confidentiality of the Consultant's information marked confidential or proprietary. If a request is made to view the Consultant's proprietary information, CCPW will notify the Consultant of the request and of the date that the records will be released to the requestor unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, CCPW will release the requested information on the date specified.

# APPENDIX A



## Bid Proposal Form

### Dryden Transfer Station Waste Hauling Services 2025-2028

The Proposer will be paid by Chelan County Public Works Department the rate shown below for Municipal Solid Waste (MSW) transportation from Dryden Transfer Station to the Greater Wenatchee Landfill for the contract period (January 1, 2025 – December 31, 2028):

Item No.	Item	Approx. Yearly QTY	Unit	Unit Price	Total
1.	Waste Hauling Fee	25,000	Ton		

# APPENDIX B



# Equipment Information Form

**Dryden Transfer Station Waste Hauling Services 2025-2028**

**Equipment to be assigned to contract:**

**Yard Truck or “Yard Goat”:**

Type	Equipment #	Year, Make, Model	Capacity or Size	Own, Lease, Rent
1.				
2.				

**Trailers:**

Type	Equipment #	Year, Make, Model	Capacity or Size	Own, Lease, Rent
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

**Trucks/ Tractors:**

Type	Equipment #	Year, Make, Model	Capacity or Size	Own, Lease, Rent
1.				
2.				
3.				
4.				
5.				

**Additional equipment available for breakdowns or increased haul quantities:**

Type	Location	Year, Make, Model	Capacity or Size	Own, Lease, Rent
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



# APPENDIX C



## Submittal Information Form

Project Name: <b>Dryden Transfer Station Waste Hauling Services 2025-2028</b>		
Firm Name:		
Address:		
City, State, Zip:		
Phone:	Company Web Site:	
Fed. Tax ID Number:	Unified Business Identifier Number:	D/M/WBE Certification Number:
Year Firm Established:	SIC Code (Name):	NAICS Code (Name):
Contact Person Regarding This Submittal's Information:		

**Firm Type:**

- Sole Proprietor    Partnership    C – Corp.    Limited Partnership    Subchapter S Corp.  
 Limited Liability Company

**Annual Gross Receipt:**

- \$0 to \$1 Million    \$1 Million to \$5 Million    \$5 Million to \$10 Million    \$10 Million to \$15 Million  
 over \$15 Million

**Note:**

**Firm Name:** Please ensure that the firm name listed is the same that is legally assigned to the federal tax ID number. Please do not use: DBA's – Doing Business As; Combination names when two firms are working together; derivatives of your legal name; Acronyms; etc.

**Unified Business Identifier (UBI) Number:** If your firm does not have a UBI number for Washington State, please put pending in the box. You will be required to acquire a UBI number if you are awarded the contract.

# APPENDIX D

# **AGREEMENT FOR WASTE TRANSPORTATION from the DRYDEN TRANSFER STATION**

**THIS CONTRACT** is made and entered into by and between Chelan County, Washington, a municipal corporation, under the laws of the State of Washington, whose address is 316 Washington Street, Suite 402, Wenatchee, Washington, 98801, hereinafter the “County” and \_\_\_\_\_ whose principle office is located at \_\_\_\_\_, hereinafter referred to as the "Company", and sometimes collectively referred to herein as the “Parties”.

**WHEREAS**, the County is vested with the primary responsibility of providing a system for hauling solid waste and the adoption and enforcement of basic minimum performance standards for solid waste handling as provided in RCW 36.58 and RCW 70A.205, within its boundaries, and

**WHEREAS**, Chelan County duly advertised invitations to submit a proposal to haul waste from the Dryden Transfer Station as herein defined, and the Company tendered an acceptable proposal, and

**NOW, THEREFORE**, the Parties hereby agree to be contractually bound as follows:

## **1. Purpose**

The purpose of this Agreement is to provide regular waste transportation and disposal services, by Company, from Chelan County’s Dryden Transfer Station, for the benefit of public health and safety.

## **2. Definitions**

2.1 Acceptable Waste. Acceptable Waste means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials received by County at the Transfer Station. Acceptable Materials specifically excludes, and County agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic or hazardous waste, substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste such as industrial process wastes, asbestos containing material, petroleum contaminated soils, or treated/de-characterized wastes (collectively, “Excluded Materials”).

2.2 Contract Administrator. The Contract Administrator is the Director of Public Works of Chelan County, or their designee, who shall be responsible for the interpretation of this Agreement, notices required under this Agreement, audits, inspections, and enforcement of Agreement provisions.

- 2.3 Director. As used herein, Director mean the Director of Public Works for Chelan County.
- 2.4 Loading Area. References to the Loading Area include the trailer bay of the Pit, and that area adjacent to the Pit where Trailers are hitched to or unhitched from tractors, rotated, or otherwise prepared for transport.
- 2.5 Pit. The Pit is the chamber in which Acceptable Waste is deposited for immediate storage and loading into Trailers.
- 2.6 Regulatory Authority. The Director of Environmental Health, Chelan-Douglas Health District, is the Administrator of the solid waste site operating permit system, solid waste regulations, Minimal Function Standards for Solid Waste Handling pursuant to WAC 173-301, the Solid Waste Management Recovery Recycling Act, Chapter 70A.205 RCW and other environmental and health related regulations. Said health officer is not a party to this Agreement, but acts as inspection and enforcement authority at the Transfer Station site and respecting the operating permit held by the County.
- 2.7 Transfer Station. For the purposes of this Agreement, the Chelan County Dryden Transfer Station, located west of Dryden, adjacent to State Highway 2 and 97, at 9073 HWY 2, Dryden, WA 98821. The Dryden Transfer Station is Chelan County's sole disposal site in the West Chelan County service area

### **3. Term and Effective Date**

The term of this Agreement shall be for a period of four (4) years commencing on the effective date, January 1, 2025, and ending December 31, 2028. An option to renew the Agreement, six (6) months prior to the expiration date may be implemented by both the County and the Company for a single extension for no more than an additional four (4) years. Said renewal must be in writing and agreed upon by both Parties.

### **4. Scope of Work**

The Company shall provide personnel, training, equipment, licenses, management to staff, and permits to transport and dispose of Acceptable Waste from the Dryden Transfer Station. Transportation and disposal may include, but are not limited to the transport, delivery, rotation or removal, or both, of empty Trailers, or Trailers loaded with Acceptable Waste.

#### **4.1 Transport Trailers**

Company shall ensure there is at least two (2) empty Trailers available for loading at all times, unless otherwise approved by the Director. The Company is responsible for the rotation of empty and full Trailers. The Company may choose to allow Transfer Station operator(s) (“County Operator(s)”) to rotate Trailers if they have the opportunity to do so. Allowing County Operators to rotate Trailers

does not relieve the Company of the responsibility for rotation, or supply, or both, of requisite Trailers. The County makes no representation that County Operators will be available to rotate Trailers at any given time.

Company shall provide a minimum of six (6) Trailers to ensure the volume of Acceptable Waste in the Pit, at the end of the day, does not exceed volume or weight limits of one (1) Trailer. However, the Company is not responsible for anticipating large volumes of Acceptable Waste which may come into the pit after 3:00 P.M.

The requirements of this Subsection are the minimum Trailer guidelines. Nothing in this Section shall prevent the Company from exceeding these minimums as it deems appropriate or necessary to otherwise meet the obligations, or achieve the purpose of this agreement.

Only equipment used to transport waste generated from the Dryden Transfer Station will be allow to store/ staged onsite. The Company shall not utilize the transfer station for storing/ staging of other equipment from other aspects of the Company's business.

#### 4.2 Personnel

Company shall provide sufficient qualified personnel to meet the obligations and standards herein.

All Company personnel, including but not limited to employees, agents, representatives, shall be competent and skilled in the performance of the work assigned. All personnel shall be courteous and conduct themselves in a professional manner. The Company shall not discriminate against any person in its employment practices because of such person's age, sex marital status, race, creed, color, national origin, or handicap unless a bona fide job requirement applies.

#### 4.3 Operator Training

If the Company chooses to allow County Operators to operate the company's equipment, Company shall provide annual training on the equipment, and use or maneuvering thereof, prior to any operation of equipment by County Operators. In addition to the insurance requirements of this Agreement, the Company hereby releases the County from any and all liability arising from the operation of Company equipment by trained County Operators.

#### 4.4 Hauling

The Company shall transport loaded Trailers from the Transfer Station to the disposal locations identified in Subsection 4.5, as frequently as necessary to prevent overfilling, spillage, or prolonged delay in the removal of waste from the Transfer Station. All Acceptable Waste must be removed from the Transfer Station within three (3) days of deposit.

During transport, the Company shall prevent litter by using close fitting trailer lids, complete screening on the lids (with screen openings 1mm or less), and securely fastening trailer lids. The Company is solely responsible for preventing escape of material during transport.

The County shall utilize equipment to clean loose or protruding waste or debris from the top of trailers when possible, to facilitate secure lid closure. The Company and County personnel will work cooperatively to maintain clean surfaces in and around the Loading Area.

At all times, Company shall comply with applicable laws, regulations, and rules of the road. Company shall not transport Trailers exceeding wheel and axel load limits, including posted seasonal limits over public highways.

4.5 Location of Waste Disposal

The Company shall transport all Acceptable Waste from the Transfer Station to the regional landfill located at 191 Webb Road, East Wenatchee, Washington 98802 or, upon written approval by the Director, an alternate disposal site. Any necessary arrangements for access to the landfill, or other disposal site, are the sole responsibility of the Company.

4.6 Communication

The Company shall ensure that all on-site personnel have the ability to communicate with the Company, the County, or emergency services without delay.

4.7 Equipment Maintenance on Premises

The Company may perform maintenance and repairs to Company equipment at the Transfer Station, if said equipment is located on the premises; PROVIDED that the maintenance or repair work does not interfere with the operation of the Transfer Station. If the Company requires access to the Dryden Transfer Station outside of operating hours, the Transfer Station Attendant may authorize such access on behalf of the County and shall not unreasonably withhold such authorization.

4.8 Site Security

The Company shall have access to the Transfer Station and shall take reasonable measures to secure the Transfer Station when County personnel are not on site. The facility gates must remain locked at all times that the Transfer Station is not open to the public, except when Company vehicles are entering or exiting. The County is not responsible to supervise the Company, or otherwise staff the Dryden Transfer Station outside of County Operating hours.

4.9 Emergency

The Company is solely responsible for responding to fire or other emergency conditions when Company personnel is at the Transfer Station outside the County Operating hours.

In the event of an emergency, the Company shall notify necessary emergency services, and contact the County at the earliest opportunity. Emergency Contact Information for County:

Emergency Services: 911  
Non-Emergency Services: 509-663-9911 (RiverCom)

## **5. Independent Contractor**

County and Company agree that the Company is an independent contractor with respect to the contracted services in this Agreement. Nothing in this contract shall be construed to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits afforded County employees by virtue of the service provided under this Contract. The County is not responsible for processing federal income tax or social security, contributing to the State Industrial insurance program, or otherwise assuming the duties of an employer with respect to the Company, or any of its employees.

## **6. Hours and Day of Operation**

6.1 The Dryden Transfer Station Operating Hours when County staff are on-site are:

Monday through Saturday	8:30 A.M. to 4:00 P.M.
Sunday	CLOSED

6.2 The Transfer Station is closed to all customers on the following legal holidays: New Year's Day, Fourth of July, Thanksgiving Day and the Day After Thanksgiving, and Christmas Day.

6.3 The Transfer Station is open to commercial haulers (WM, City of Leavenworth) on the following legal holidays: Martin Luther King, Jr., Day, Presidents Day, Memorial Day, and Labor Day.

6.3 The Transfer Station may be open to the public/ commercial haulers on the following legal holidays: Juneteenth and Veterans Day.

6.4 The Company shall ensure that sufficient empty trailers, relative to these holidays, are at the Dryden Transfer Station, or otherwise accessible as coordinated with the County. For example, extra trailers and additional drivers, or both may be necessary to accommodate volumes immediately following July 4<sup>th</sup>.



## 7. Billing & Accounting

### 7.1 Fees

The approved fee to be paid to Company by the County for services rendered under this Contract is \$ \_\_\_\_\_ per ton of solid waste hauled.

The hauling fees established by this Contract shall become effective January 1, 2025, and shall continue at that rate for the remainder of the agreement, unless adjusted as allowed by Subsection 7.2.

### 7.2 Fee Adjustments

No sooner than twelve (12) months after the effective date of this contract, the Company may request a rate increase based on change in the Consumer Price Index (CPI) average for the U.S. cities published by the Department of Labor Statistics. The rate increase request must be submitted to the County in writing. The requested rate percentage increase will not exceed the percentage increase of the average total CPI change for all items, as compared to the preceding calendar year. The rate increase must be approved by the Board of Chelan County Commissioners prior to becoming effective. The Company shall not request a CPI based rate adjustment more frequently than every twelve (12) months.

If a Consumer Price Index for the North Central Washington area is established, the County reserves the right to use it in place of the U.S. Cities CPI average.

In the event that external factor(s) significantly change the scope, method, or requirements of performing the work required by this Agreement, the Company may request review and adjustment of the approved fee in relation to the change. A request for adjustment based on significant change are not subject to the timing limitations of a CPI adjustment discussed above. Any fee adjustment is contingent upon approval by the Chelan County Board of Commissioners and will take effect upon the filing of an adjusted rate schedule.

### 7.3 Invoicing County for Payment

The Company shall remit invoices to the County with the Volume Records as defined by Section 7.4 below on a monthly basis, no later than ten (10) working days after the end of the previous month. The County reserves the right to withhold payment when the required Volume Records are incomplete.

The County is charged directly by the landfill for waste disposal. On a monthly basis, the Company shall provide to County a report including the quantity and weight of all trailers transported by the Company to the landfill, along with all reference or receipt numbers. The monthly report will be used by the County to reconcile the landfill charges.

### 7.4 Volume Records

Along with monthly invoices, Company shall provide a report, and supporting documents, of the daily quantity and weights of each trailer hauled to the landfill, along with copies of all landfill receipts.

7.5 Disposal Receipts

Company Drivers shall be responsible for producing each disposal (i.e. landfill) receipt, or copy thereof, to the Transfer Station Attendant daily, or prior to the transport of subsequent loads. Load receipts are retained by the County for purposes of reconciling monthly load reports. Failure to produce load receipts to the attendant may result in billing discrepancies which the County may deny payment of.

7.6 Record Retention

The Company shall maintain all records required by this contract, including but not limited to hauling, weight, permitting and licensing, insurance, financial and accounting records, waste and recycling records for a period of three (3) years.

**8. Public Relations**

The Company, including employees, shall conduct themselves in such a manner as to create a positive image of the Company and the County in the eyes of the public. In order to achieve this positive image, the Company shall prioritize public safety and convenience. The loading area and trailers will be maintained and clean. The Company shall ensure that any litter or loose debris is picked up and not spilling or blowing onto roadways. To the extent practical, the Company and employees shall present a neat and clean appearance.

**9. County Equipment and Machinery**

9.1 County equipment must only be operated by County personnel.

9.2 The County shall provide equipment for initial fire response.

**10. Company Equipment and Machinery**

10.1 The Company shall maintain insurance coverage for all vehicles, trailers, equipment and machinery as required by Section 15 of this Contract.

10.2 County Operators load Trailers with Acceptable Waste from the Pit, however, it is the sole responsibility of the Company to verify load weight and adjust any overweight load when necessary to comply with applicable laws and regulations.

10.3 The Company shall provide, operate, and maintain any additional equipment required to perform pursuant to this Contract. Except as otherwise specifically addressed herein, all equipment furnished by the Company shall remain the property of the Company.

- 10.4 Any trade fixtures, machinery, equipment, or temporary structures installed by the Company and not removed by the Company within thirty (30) days of termination or expiration of this Contract shall, at the option of the County, become County property or may be removed by the County at the Company's expense.
- 10.5 The Company is responsible for maintaining all equipment and trailers in good working condition. The County reserves the right to refuse operations, rotation, or relocation of unmaintained or poorly maintained Company equipment and trailers by County personnel.
- 10.6 The Company is responsible for the costs and coordination of any onsite fueling of trucks and equipment.

### **11. Road Maintenance**

The County is responsible for the maintenance and accessibility of the County road leading to and within the Dryden Transfer Station consistent with applicable rules, regulations, guidance, policy practices, and standards. The County shall employ standard methods of snow and ice removal at the Dryden Transfer Station, and with particular care in loading areas.

### **12. Compliance with All Laws**

The Company, in transporting waste agrees to comply with any and all federal, state, and local regulations and all applicable permits and licenses, including but not limited to the Special Permit for the Transportation of Municipal Solid Waste from the Apple Maggot Quarantine Area to the Pest-Free Area of Chelan County under WAC 16-470-105 in Washington State. The Special Permit is attached as Exhibit A and incorporated herein by reference).

At the County's request, the Company shall produce, or provide access to, Company records for purposes of auditing Company compliance in the performance of this Agreement and Company compliance with applicable laws and regulations.

### **13. Company Shall Make Examination; NO WARRANTIES**

The Company shall make its own examination, investigation and research regarding the proper method of performing the work and all conditions effecting the work required herein, including but not limited to the Dryden Transfer Station and landfill, or other destination sites, access, routes, equipment, labor, or materials, or combination thereof. The Company acknowledges and agrees that it is satisfied by its own investigation and research. The Company accepts the work without reliance on the County or third-party representations.

**THE COUNTY, INCLUDING ITS EMPLOYEES, REPRESENTATIVES, OR AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO CONDITION, FITNESS FOR PURPOSE OR PARTICULAR USE. THE COMPANY SHALL BRING NO CLAIM RESULTING FROM ESTIMATES, STATEMENTS, OR INTERPRETATIONS MADE BY ANY OFFICER OR AGENT OF THE COUNTY WHETHER OR NOT PROVED TO BE ERRONEOUS.**

**14. Non-Assignment**

Neither Party may assign or transfer (whether by operation of law or otherwise) this Contract (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; EXCEPT that performance by Company’s Surety or the County, or performance by third parties in accordance with Section 18, shall not be considered Assignment for purposed of this Contract. Any assignment or delegation must be consistent with applicable law and the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.

No assignment or delegation will relieve the assignor of its obligations under this Contract. Without limiting the generality of the foregoing, this Contract shall be binding upon and shall inure to the benefit of the Parties’ respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

**15. Required Insurance Coverage**

The Company shall at its sole cost and expense, procure and maintain during the life of this contract the following insurance coverages. All policies must specifically name, or include an endorsement naming Chelan County, as an Additional Insured, covered and protected by the policy.

No termination or change in the coverage required herein shall be effective without thirty (30) business days prior written notice to the County. The Company shall provide the County and all additional insureds with written notice of any policy cancellation within two (2) business days of their receipt of such notice. All such notices shall be delivered by certified mail.

15.1 Commercial General Liability Insurance

For the entirety of the term of this Contract, the Company shall maintain Commercial General Liability Insurance coverage meeting, or exceeding coverage included in the Insurance Services Office (“ISO”) Form CG 00 01 04 13, including Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability, and Medical Payments. The policy must not exclude damages from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO Form CG 25 03 05 09 or an equivalent endorsement, and shall meet the following minimum limits:

- \$2,000,000 Each Occurrence
- \$4,000,000 General Aggregate
- \$4,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Personal & Advertising Injury each offence
- \$2,000,000 Stop Gap / Employers’ Liability each accident

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to County employees.

No other endorsements limiting coverage for obligatory work under this Agreement may be included on the policy.

15.2 Automobile Liability Insurance

For the entirety of the term of this Contract, the Company shall maintain Automobile Liability Insurance coverage for all owned, non-owned, hired, and leased vehicles. Coverage must be equivalent to, or exceed that of ISO Form CA 00 01. The Automobile Liability policy must have a combined single limit of \$2,000,000.00 per accident.

The Company shall maintain Endorsements for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS 90) and Broadened Transportation Liability Endorsements (ISO Form CA 99 48) at all times that the Company may be transporting pollutants.

15.3 Public Liability and Property Damage Insurance

The Company shall obtain and keep in full force during the term of this contract, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

**16. Proof of Insurance**

The Company shall deliver to the County verification of insurance coverage as defined below, along with this signed Contract. Failure of County to demand verification of coverage or failure of County to identify a deficiency in the provided insurance documentation shall not waive Company's obligation to maintain such insurance.

Verification of coverage shall include:

- a) Full and certified copy of the insurance policy(s) and any endorsements, or applicable schedules, and all endorsements naming Chelan County as an additional insured, showing the policy number. The Company may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement; and
- b) Any other amendatory endorsements, schedules, or both showing the requisite coverage.

A notation of coverage enhancements on the Certificate of Insurance is not satisfactory proof of coverage – endorsements must be submitted upon request by the County, the Company shall forward to the County.

**17. Uninsured Bar on Performance**

The Company shall not perform any work under this Contact until it has obtained valid insurance policies as required by Section 15, and proof of insurance has been provided to the County as required.

### **18. Performance Bond**

The Company shall furnish to the County within ten (10) days of award of the contract, a performance bond covering the following conditions:

- a) The Company's faithful performance of all terms, covenants and conditions of this Contract;
- b) The Company's payment of all laborers, mechanics, material men, and all persons who supply the Company with provisions, equipment, and supplies for performing work under this Contract; and
- c) The return, upon termination or expiration of this Contract, of all County property in good condition, reasonable wear and tear excepted.

The Company shall maintain bonds in full force and effect for the entirety of this Contract's term.

### **19. Indemnification**

Company hereby waives, releases, indemnifies, defends and hold harmless County for all judgements, awards, demands, and liabilities, losses, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, including cost of defense, settlement, and reasonable attorney's fees, for injury or death to all persons, including County's and Company's officers and employees, and for loss and damage to property belonging to any person, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, cause, in whole or in part, arising in any manner from Company's acts or omissions or any work performed on or about County's property or right-of-way. THE LIABILITY ASSUMED BY COMPANY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF COUNTY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENCE OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.

THE INDEMNIFICATION OBLIGATION ASSUMED BY COMPANY INCLUDES ANY CLAIMS, SUITS OR JUDGEMENTS BROUGHT AGAINST COUNTY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT, WHENEVER SO CLAIMED.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason. Including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties

agree that this Section shall be interpreted as requiring Company to indemnify County to the fullest extent permitted by applicable law.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

With respect to the performance of the services required by this Contract and as to claims against the County, its officers, agents, and employees, the Company expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Company and includes any judgement, award or costs thereof, including attorney's fees.

**THIS SECTION 19 IS SPECIFICALLY NEGOTIATED BY, AND AGREEABLE TO THE PARTIES. BOTH PARTIES INTEND TO BE BOUND BY THE TERMS OF INDEMNIFICATION AND ASSUMPTION OF LIABILITY ABOVE.**

## **20. Time is of the Essence**

The Parties agree that the timely and continuous transportation and disposal of solid waste is critical to public health and safety. Time is of the essence and all time periods set forth or referred to herein are material to the performance of this Contract.

## **21. Breach and Remedy**

21.1 The Company shall be liable for a material breach of the Contract upon the occurrence of any of the following events.:

- a) If for a period of four (4) consecutive calendar days, the Company fails to transport waste, provide empty trailers, or otherwise fails to properly perform as required herein.
- b) Upon the lapse or cancellation of any required insurance policy. When the Company fails to restore the coverage and provide proof of insurance to the County within four (4) days. In the event that insurance coverage lapses or is cancelled, the Company shall immediately discontinue performance of all work under this Contract. The Company shall be prohibited from entering the Dryden Transfer Station, transporting waste, or otherwise performing until such time as the required insurance coverage is restored and proof of insurance has been provided to the County.
- c) In the event that the Company is not complying with the terms of this Contract, except those terms otherwise specifically addressed herein, or other legal or regulatory obligations related to their performance, the County shall send written notice of the defect. The Company shall have a corrective period of

fifteen (15) calendar days from the notice date to correct the defect or otherwise become compliant. The Company shall be liable for material breach if it fails to correct the defect within the corrective period.

d) In the event, the Company petitions a court for bankruptcy.

e) Upon the dissolution or liquidation of the Company.

21.3 In case of breach, the County shall send a written Notice of Breach for Non-Performance to the Company. Upon notification of breach, the Company shall immediately discontinue any operations at the Dryden Transfer Station. The County may notify the Company's Performance Bond Surety and provide the Surety with a copy of the Notice.

21.4 The Company's Surety may assume and perform the work which has been discontinued subject to the terms and conditions of this Contract. If the Surety fails, or otherwise opts out of performance, the County may perform, or have performed by other means or third parties, the work to be performed in any manner it deems reasonable. The Company and the Surety shall be jointly and severally liable for immediate reimbursement of any and all costs, fees and expenses, incurred by the County to perform or complete the Company's obligations herein, including, but not limited to the cost of all labor including any benefits and indirect employment costs, necessary equipment, and interest on such expenditures at the maximum rate allowed by law from the date incurred until paid in full.

21.5 The County may exercise any and all other remedies in law or equity to recover damages caused by the Company's breach of this Contract. The Company and the Surety shall be jointly and severally liable for all monetary damages, and interest on such damages at a rate not to exceed that allowed by law, from the date incurred until paid in full.

21.6 In the event of breach of contract, nothing herein prevents the County from immediately issuing a call for bids for the services herein, and awarding a contract pursuant to state law.

21.7 The County may terminate this Contract in the event of a material breach as described in this Section 21. It is understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

21.8 The waiver by either Party of the breach of any provision of this Contract by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

## **22. Notice**



The contract administrator, the Director of Public Works, or his designee, shall be the direct contact for interpretation of the Contract by the Parties, notices required under the Contract, audits, inspections, and enforcement of Contract provisions. All communications shall be addressed to the Director, at the Chelan County Public Works Department, 316 Washington Street, Suite 402, Wenatchee, Washington, 98801.

Notice from the County to the Company will be directed to the person, and address as endorsed at the end of this document unless provided otherwise.

**23. Entire Agreement**

This Contract represents the entire and integrated Contract between the Company and the County and supersedes all prior negotiations, representation or agreements, either written or oral.

**24. Savings & Severability Clauses**

Nothing in this Contract shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between provisions of this Contract and any statute law, public regulation or ordinance, the latter shall prevail but, in such event, the provisions of this Contract affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

In the event any provisions of this Contract shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by laws. All provisions of this Contract are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

**25. Disputes Regarding Interpretation**

The parties agree to work in good faith to attempt to resolve any and all questions or disputes arising between the Parties regarding meaning or interpretation of the content of this Contract. Any and all questions or disputes arising between the Parties regarding meaning or interpretations of the contents of this Contract shall be submitted to the Chelan County Director of Public Works for determination.

**26. Governing Law and Venue**

This Contract shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Chelan County Superior Court. Each party shall be responsible for its own attorney's fee and costs.

By duly authorized signature below, the Company executes this Contract at \_\_\_\_\_,  
\_\_\_\_\_ on this, the \_\_\_\_\_ day of \_\_\_\_\_.