

NON-HAZARDOUS TRANSPORTATION SERVICES SUBCONTRACTOR AGREEMENT

This Non-hazardous Transportation Services Agreement, which includes any exhibits attached to it, is made as of the date shown below between DANIEL ANDERSON TRUCKING & EXCAVATING, LLC ("Subcontractor") and WASTE MANAGEMENT NATIONAL SERVICES, INC., its corporate affiliates and their respective operating divisions (collectively "WMNS.")

1. SERVICES PROVIDED

Subcontractor will provide WMNS with transportation services for WMNS' customer's (the "Customers") non-hazardous solid waste, special waste, and/or medical waste (collectively "industrial waste") as more particularly described in each WM Price Confirmation Sheet, in the form attached hereto as Exhibit A or as otherwise agreed upon between the parties. Subcontractor shall not assign or subcontract any of the services to be rendered hereunder without first obtaining the prior written consent of WMNS.

When Subcontractor handles special waste for WMNS, WMNS will provide Subcontractor with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special waste.

WMNS warrants that no industrial waste WMNS delivers to Subcontractor is a regulated special or hazardous waste, and that no special waste is a regulated hazardous waste. WMNS warrants that it will provide a true and correct description of the Customer's industrial waste, and that such waste will conform to this description. If the industrial waste does not conform to the descriptions in this Agreement or in a Profile Sheet ("non-conforming waste"), Subcontractor can, at its option, return it to WMNS' Customer or require WMNS to remove and dispose of the non-conforming waste at WMNS' expense, and reimburse Subcontractor for any expenses Subcontractor has incurred. For purposes of this Agreement, the term "solid waste" refers to garbage, refuse and rubbish generated by or accumulated in Customer operations, including those that are recyclable, specifically excluding Special Waste and Hazardous Waste. The term "special waste" includes the following: all treated/de-characterized (formerly hazardous) wastes; polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill clean-up wastes; underground storage tank soils; and wastes from service industries. The term "hazardous waste" refers to hazardous wastes and toxic or radioactive substances, as these terms are defined by applicable federal, state, provincial or local laws or regulations.

2. WARRANTIES

Subcontractor represents and warrants that Subcontractor (i) understands the currently known hazards and risks associated with the handling and transportation of the industrial waste; (ii) will handle, load, stow, and transport the industrial waste in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdictions such activities are performed under this Agreement; (iii) has been issued, as of the date of execution of this Agreement, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in which any facility utilized hereunder is located; (iv) shall provide WMNS with reasonable advance notice if any such permit, license, certificate or approval is to expire and not be renewed during the term of this Agreement, or becomes the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Subcontractor determines not to seek any necessary permit, license, certificate or approval which becomes required to perform the services set forth herein and shall provide WMNS immediate oral notice of any alleged violations thereof, followed by written confirmation of such oral notice within twenty-four (24) hours.

3. INDEMNIFICATION

Subcontractor agrees to indemnify, defend and save WMNS and its Customers harmless from and against any and all liability (including legal fees) which WMNS or its Customers may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Subcontractor's breach of this Agreement or any negligent act, negligent omission or willful misconduct of Subcontractor or its employees or subcontractors, which occurs (1) during the transportation of the industrial waste, or (2) during the performance of this Agreement; provided that Subcontractor's indemnification obligations will not apply to occurrences involving non-conforming waste.

WMNS agrees to indemnify, defend and save Subcontractor harmless from and against any and all liability (including legal fees) which Subcontractor may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act, negligent omission or willful misconduct of WMNS or its employees, agents or contractors in the performance of this Agreement.

4. INSURANCE

Subcontractor shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employers' Liability	\$1,000,000
c. Commercial General Liability	\$2 million per occurrence
d. Automobile Liability (including coverage for Owned, Hired and Non-Owned Autos)	\$2 million per occurrence

The Insurance required under this Section shall name WMNS as an additional insured. Subcontractor agrees to furnish certificates to WMNS evidencing these insurance coverages upon written request from WMNS.

5. FEES

WMNS agrees to pay Subcontractor the fees set forth herein in Exhibit A within 45 days of receipt of a correct invoice from Subcontractor. Fee adjustments and/or changes in the scope of services must be in writing and Subcontractor must provide WMNS 60 days prior written notice. All fee adjustments will be subject to WMNS' approval, and, as appropriate and necessary, will be subject to approval by WMNS' Customer. Subcontractor acknowledges that it will have no rights to collect from WMNS' Customers any amounts for services rendered. In the event a WMNS Customer files bankruptcy, WMNS will not be responsible for paying Subcontractor for services until WMNS has received payment for same from the Customer.

6. TERM

The term of this Agreement will be one year from the date below and shall continue in effect from year to year thereafter. However, either party may terminate the Agreement by giving the other thirty days prior written notice of termination by certified or overnight mail.

7. MISCELLANEOUS

This Agreement will be governed by the laws of the state in which services are performed and is binding on the successors and assigns of both parties. The indemnification made by each party will survive termination of this Agreement.

The prevailing party will be entitled to recover its attorneys' fees and court costs in enforcing this Agreement. The signature of any party on a fax document shall be considered to have the same binding legal effect as a signature on an original document. During the term of this Agreement and for a period of one year after the termination of this Agreement, Subcontractor shall not directly solicit or provide the work performed for WMNS under this Agreement without the prior written consent of WMNS. Subcontractor shall not interfere in any way with WMNS' contractual relationship with its Customers. Any such actions by the Subcontractor will be considered a breach of this Agreement.

This Agreement and any Exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersede any and all agreements, whether written or oral, that may exist between the parties concerning the Services. The terms and conditions upon any future Purchase Order, Work Order, Confirmation Sheet or similar document are superseded by the terms and conditions of this Agreement and such terms are null and void.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on June 30, 2020.

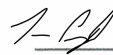
DANIEL ANDERSON TRUCKING & EXCAVATING, LLC

By: 

Name: Daniel Anderson

Title: Owner / Managing Memeber

WASTE MANAGEMENT NATIONAL SERVICES, INC.

DocuSigned by:


Name: Tom Carpenter

Title: Sr. Director EES



Document No:	OC-029FA
Revision Date:	11/14/19
Page:	1 of 2

**Exhibit A – Short Form
WM Price Confirmation**

This Exhibit A supplements, and is part of, that certain "NON-HAZARDOUS TRANSPORTATION SERVICES SUBCONTRACTOR AGREEMENT" ("the Agreement") entered into by, and between Daniel Anderson Trucking & Excavating, LLC (DAT). ("Subcontractor") and Waste Management National Services, Inc. (WMNS). on June 30, 2020. In the event any term contained in this Exhibit A conflicts with the Agreement, the term of the Agreement shall prevail. The terms on any Purchase Order, Work Order, Confirmation Sheet or other preprinted document issued by either party shall be null and void. The provisions of this Exhibit A shall be incorporated into the Agreement.

Scope of Work:

DAT shall provide subcontracted transportation services to WMNS's affiliate, Waste Management Disposal Services of Oregon, Inc. (WMDSO). DAT shall load intermodal containers from Port Townsend Paper Company (PTPC) and transport those containers to either the Olympic View Transfer Station (OVTS) Rail Transfer Facility or North Mason Fiber's (NMF) Rail Transfer Facility, where such containers will be transferred to rail for further onward transportation via rail to WMDSO's Columbia Ridge Landfill for disposal.

WMNS Contact Mailing Address	Subcontractor Name / Contact Info.	WM Physical Location
Waste Management Disposal Services of Oregon, Inc. ATTN: Eric Cameron 720 E. Butterfield Road Lombard, IL 60148 PHONE: (630) 218-1509 Email: ECAMERON@wm.com	Daniel Anderson Trucking & Excavating, LLC PO BOX 262 Port Hadlock, WA 98339 Contact: Daniel Anderson (360) 301-2142	Columbia Ridge Landfill 18177 Cedar Springs Lane Arlington, OR 97812 Contact: Alan Anderson (541-454-3209)

Service Request Information:	
Pricing Request:	Trucking services from Port Townsend Paper Company
Annual Volume:	VARIES
Taxes & Fees:	All charges that may apply for this project must be included on price sheet (demurrage, fuel surcharges, taxes, etc.). REDACTED
Pricing Due:	REDACTED
Fixed Pricing:	REDACTED
Pricing Submitted:	REDACTED per load from Port Townsend Paper to NMF or WM OVTS <u>ONLY</u> REDACTED
Pricing Completed by:	Daniel Anderson Trucking & Excavating, LLC
Effective Date:	6/30/20
Contact Phone Number & Email:	Daniel Anderson / 360-301-2142 / TRUCKINDIRT44@GMAIL.COM



Document No:	OC-029FA
Revision Date:	11/14/19
Page:	2 of 2

Attachments Included (Y/N):	Yes
Identify All Attachments:	SA 063020
ISO 9001 & 14001 Certification of WMNS:	<p>Waste Management National Services, Inc. has an ISO 14001 and 9001 registered environmental and quality management system. As such, employees of any vendor hired to provide services to WMNS and its customers must be familiar with the WMNS Environmental Policy Statement which is summarized as follows: ensure customer satisfaction; quality management systems, understand and implement scope of work, improve continuously; prevent pollution; and stay in compliance. Further, WMNS vendors may be required to adhere to applicable operational controls, as determined by WMNS personnel. Failure to follow these site-specific operational controls or procedures could result in damage to the environment. Any impact or potential impact to the environment and any environmental regulatory non-compliance or potential non-compliance must be reported to the local WMNS personnel as soon as possible.</p>
WMNS Safety Pledge:	<p>WMNS has an established safety program. As such, workers provided by any vendor hired to provide services to WMNS and its customers must adhering to all elements of the WMNS Safety Pledge which is summarized as follows:</p> <p>As a member of the WMNS team, vendors must pledge to make safety a top priority, a core value with no compromise. Believing that all injuries are preventable, vendors will focus on working safely at all times, demonstrating this commitment through employee actions. Vendors promise to actively care about the safety of their employees and those around them by committing to:</p> <ul style="list-style-type: none"> • ALWAYS knowing how to react in an emergency at customer locations. • ALWAYS performing only authorized activities and do so according to approved procedures. • ALWAYS using safe lifting practices and ask for help when needed. • ALWAYS following all Confined Space Entry & Lock-out/Tag-out procedures and safely and securely Lock-out/Tag-out equipment before servicing. • NEVER modifying or disable safety devices. • ALWAYS keeping aisles, walkways, equipment cabs, and emergency exits free and clear. • ALWAYS maintaining adequate distance between personnel and vehicles or equipment. • ALWAYS following site-specific traffic flow procedures and ALWAYS wear a seat belt. • ALWAYS maintaining vehicles and equipment in good operating condition. • NEVER operating vehicles or equipment unless trained and authorized to do so. <p>Workers provided by any vendor to perform services to WMNS will work to eliminate unsafe acts and unsafe conditions, seek direction when needed, and strive for a safe and injury-free workplace.</p> <p>Furthermore, workers provided by any vendor hired to provide services to WMNS and its customers must participate in all aspects of the safety program as requested by WMNS on site management, including the WMNS' customer's safety rules, requirements, and guidelines.</p>
Subcontractor Signature:	
WM Signature:	