

DEFINITIONS

For purposes of this procurement, terms are defined as:

Acceptable Waste: means non-hazardous Municipal Solid Waste, Industrial Waste (including, without limitation, Paper Waste), C&D Waste, Yard Waste, Sewage Sludge, White Goods, and vehicle tires not mounted upon rim or wheel. For the elimination of any doubt, the fact that a type of waste is not classified as “Acceptable Waste” does not necessarily mean that such waste may not be accepted at the Waste Facility: other types of Solid Waste (excluding Unacceptable Waste) may be accepted at the Waste Facility by agreement of the parties. Depending on the type of Waste Diversion Facility chosen, some Acceptable or Non-Acceptable Wastes may be negotiated as such by the County and the Bidder.

Acceptable Landfill Tipping Fee: means the tipping fee charged by the County with respect to Acceptable Waste delivered to the Landfill.

Acceptable Recyclables: shall include source separated recyclable materials including the following types of Solid Waste generated by and collected from residential, commercial, institutional, industrial, and other establishments, and deemed acceptable by the Permittee in accordance with all applicable federal, state, and local laws as well as these procedures for processing by and disposal at the Recycling Facilities. Acceptable Recyclables shall include, but are not limited to, Commingled Container Recyclables, Paper Fiber Recyclables, Single Stream Recyclables, and any other Solid Waste deemed by the Permittee to be Acceptable Recyclables.

Nothing herein shall be construed as requiring the shipment, of Solid Waste generated by and collected from commercial, institutional, industrial and establishments located within the corporate limits of any Participating Municipality, for processing by and disposal at the Facility.

Acceptable Recyclables Tipping Fee: means the tipping fee charged by the County with respect to Acceptable Recyclables delivered to the Landfill.

Acceptance: means approval by The County and the Maryland Department of the Environment in accordance with the terms of the Contract that the Bidder has successfully performed the Acceptance Tests and successfully met the Acceptance Standards, including having obtained needed operating permits.

Acceptance Tests: means the tests for Acceptance, which will be developed between the parties and incorporated into the Contract.

Adjustment Factor: means the change in the CPI (as shall be applied to a coming Contract Year) for the preceding 12 months, calculated as of January 1 of every Contract Year, and applied to all costs, fees and prices as noted in this RFP.

Agreements: means an agreement between the County and Bidder creating obligations enforceable by law.

Applicable Law: means any and all statutes, codes, laws, constitutions, charters, ordinances, resolutions, judgements, orders, writs, decrees, consents, guidelines, rules, requirements, actions, determinations, regulations, directives, standards, or similarly binding authorities, whether now existing or hereafter

enacted, adopted, promulgated, issued or enforced, of the United States, the State of Maryland, or any political subdivision thereof, or any agency, department, commission, board, bureau, or other instrumentality of any of them, or any court of competent jurisdiction, including, without limitation, Environmental Laws.

Auto Fluff: means non-metallic Solid Waste resulting from the dismantling and recycling of automobiles and other vehicles, such term is generally used in the auto recycling industry. For avoidance of doubt, Auto Fluff shall not be considered Acceptable Waste, and instead shall be considered a Solid Waste other than Acceptable Waste.

Bidder: means the entity submitting a Proposal in response to this RFP, including the Guarantor and all entities sponsoring the Proposal or proposing to act as a Participating Firm and the entity executing the Contract with the County.

Business Day: means any day when governmental offices are open to serve the public and which is not a Saturday, Sunday or legal holiday under Applicable Law, unless agreed upon by the County and Bidder.

Bypass Waste: mean Acceptable Municipal Solid Waste that is ordinarily processed at the Facilities but is instead diverted by the Permittee for disposal in the Landfill or at another permitted facility.

C&D Waste: means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, or demolition of buildings and other structures. Such wastes include, without limitation, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

Change-in-Law: means any of the following acts, events, or circumstances to the extent that compliance therewith materially increases or decreases the cost of performing or materially increases or decreases the scope of a party's obligations under the Contract:

1. The adoption, amendment, promulgation, issuance, modification, repeal, or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued, or otherwise officially modified or changed in interpretation, in each case in final form to become effective without any further action by any Governmental Body.
2. The order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Bidder or of any of the Public Participants, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

3. Except with respect to any Governmental Approval required for the Facility as provided in item (b) below pertaining to exclusions from "Change in Law", the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of a term, condition or requirement which is more stringent or burdensome than the Contract Standards in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Bidder or any of the Public Participants, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that none of the following shall constitute a "Change in Law".

1. a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;
2. all matters relating to the Bidder's assuming the permitting risk for the Facility in connection with obtaining and maintaining Federal, State or Local Governmental Approvals of the design, construction, and operation of the Facility; and
3. any event that affects generally applicable working conditions or standards that is not specific to the solid waste management industry.

Claims: means claims, demands, law suits, causes of action, obligations, liabilities, damages, losses, costs, and expenses (including reasonable expenses of litigation, including court cost and attorney's fees).

Commencement Date: means the date of the first regular business day immediately following the date the Facility has received all air quality and solid waste permits necessary for the operation of the facility from the applicable Governmental Body.

Commercial Waste: means waste materials generally discarded from wholesale, retail, or service establishments such as office buildings, stores, markets, theaters, hotels, restaurants, warehouses, and other manufacturing activities.

Commissioning Date: means the date of the first regular business day immediately following the earliest date on which all the following have occurred: (i) receipts of all permits necessary for the Waste Facility; (ii) satisfactory completion of all Operational Testing with respect to the Waste Facility as evidenced by the testing engineering firm's certification of compliance with applicable specifications; and (iii) determination the Waste Facility is ready to receive Acceptable Waste on a continuous basis, which determination is reasonably made by the Bidder and Confirmed by the testing engineering firm. The parties shall memorialize the date of the Commissioning Date by a signed writing.

Committee: means the Washington County Coordinating Committee.

Construction or Construction Work: means all work and materials for permitting, financing, design, construction, start-up, and acceptance testing of the Facility, and all work required for Acceptance of the Facility, under the terms of the Contract.

Consumer Price Index or CPI: means the United States Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers.

Contract or (Agreement): means the legally binding documents that outline the terms and conditions of the Project between the Bidder and the County.

Contract Term: means the terms of the Agreement, which commences on the Effective Date and ends no later than July 31, twenty (20) years from the start date or as negotiated by all parties, with renewals allowed by the agreement.

Contract Date: means the date of delivery of the Contract as executed by the parties thereto.

Contract Year: means a 365/366-day period commencing on July 1 of each calendar year and ending on June 30 of each succeeding calendar year, except that the first Contract Year shall begin upon the Contract Date and shall end upon the succeeding June 30, and the final Contract Year shall terminate upon the conclusion of twenty (20) years of operation from Guaranteed In-Service Date.

Corrective Maintenance: means non-routine and unscheduled repair activities required for operational continuity, safety, and performance generally due to failure or to avert failure of the equipment, vehicles or facilities or some component thereof.

County: means the Washington County Government and all divisions and departments therein.

Day: means a calendar day of twenty-four hours measured from midnight to the next midnight.

Environmental Law: means: (i) any and all statutes, regulations, rules, ordinances, codes, permits, orders, decrees, plans, authorizations, policies and similar items (whether now existing or hereafter enacted, adopted, promulgated, or issued and whether or not contemplated by the parties as of the date of this agreement) of the United States, the State of Maryland, or any political subdivision thereof, or any agency, department, commission, board, bureau, or other instrumentality of any of them, (ii) all binding and final judicial and administrative decrees and judgements and orders whether now existing or hereafter enacted, adopted, promulgated, or issued and whether or not contemplated by the parties as of the date of this agreement); and (iii) and common law theories of liability applicable to claims, demands, requirements, damages, costs, expenses, in each case relating to or addressing the pollution, contamination, protection, or remediation of the environment or structures, or the protection or restoration of natural resources.

Facility: means the Recycling and/or Waste Diversion Facility to be developed by the Bidder.

Fiscal Year: means a year commencing on July 1st and ending on June 30th of the following year.

Force Majeure Event: means an Act of God, landslide, lightning, hurricane, tornado, very high wind, blizzard, ice storm, drought, flood, fire or explosion, or any strike, labor dispute, lockout or like action among personnel which delays or impairs operation of the Facility, any act of neglect of the Municipality or its agents or employees, or by regulation or restriction imposed by any governmental or other lawful authority, or any other event or circumstance beyond the control of the Bidder and its agents or Bidders, which prevents the Bidder from performing its obligations under this Contract, which event or circumstance was not anticipated as of the Transition Date and is not within the reasonable control of, and without fault or negligence of the Bidder. Notwithstanding the preceding sentence, a strike labor dispute, lockout or like action among personnel shall not be a Force Majeure Event if such action is due to: (a) the Bidder's breach of a labor agreement with any collective bargaining representative of its employees engaged in such action; or (b) the Bidder's lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the employees engaged in such action.

Good Industry Practice: means those methods, techniques, standards, and practices which, at the time they are to be employed and considering the circumstances known or reasonably believed to exist at such time, are generally accepted as prudent in the municipal solid waste industry as practiced in the State of Maryland and in the United States.

Good and Accepted Construction Practice: means the methods, techniques, standards, and practices which, at the time they are to be employed and considering the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as a good workman-like manner in the construction industry as practiced in the State of Maryland and the United States, including that for municipal solid waste management.

Good and Accepted Operating Practice: means the methods, techniques, standards, and practices which, at the time they are to be employed and considering the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good industry practices in the solid waste management industry as practiced in the State of Maryland and the United States.

Guaranteed In-Service Date: means the date agreed to by the County and the Bidder for the Facility to begin operating with all upgrades, enhancements, and new technologies following demonstration that the upgrades and enhancements performed, and new facilities constructed meet the Contract terms for Acceptance.

Guarantor: means the entity or entities that will execute the Guaranty.

Guaranty: means the Agreement between the Guarantor and Guarantee ensuring the performance by the Bidder of its obligations to the County under the Contract are met.

Governmental Body: means any federal, state, county, or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court, or other body, or any official, employee or agent thereof having jurisdiction with respect to the matter at issue.

Hauling Contractor: means any hauling contractor with which the County contracts to deliver Acceptable Waste to the Landfill.

Hazardous Waste: means waste which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed, including, without limitation (i) any waste which by reason of its quantity concentration, or physical, chemical, or infectious characteristics is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture or asbestos under Applicable Law, as may be amended from time to time, including, but not limited to: (A) the Resource Conservation and Recovery Act of 1976 (“RCRA”) and regulations contained in 40 CFR Parts 260-281; (B) the Toxic Substance Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; and (C) future additional or substitute federal, state or local laws pertaining to identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (ii) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and regulations contained in 10 CFR Part 40; (iii) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§11002(a) (Supp.1993), in each as the same may be amended, replaced, or superseded; (iv) a material or substance which may endanger health or safety, including, but not limited, to any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer or which generate pressure through decomposition, heat or other means is such materials or substances may cause injury, illness or harm to humans, to domestic animals or livestock, or to wildlife; or (v) a material or substance that is treated as a hazardous waste, substance or material by applicable law or is otherwise prohibited from being deposited in a municipal solid waste landfill or used as feedstock in a facility for the conversion of waste into biomass derived fuel under applicable law. Household Hazardous Waste contained in MSW shall not be considered Hazardous Waste for purposes of the Agreement and shall be accepted by the Facility if such acceptance follows the requirements of RCRA. With regard to materials or substances that are not hazardous waste as of the Effective Date, if any subsequently enacted, promulgated, or amended Applicable Law provides, or any Governmental Body determines, that such material or substances is within the definition of Hazardous Waste, then such materials or substances shall be considered Hazardous Waste for the purposed of this agreement from and after the effective date of such enactment, promulgation, or amendment of Applicable Law or Governmental Body determination. For the avoidance of doubt, Hazardous Waste shall not be Acceptable Waste.

Household Hazardous Waste: includes waste product which exhibit characteristics for reactivity, ignitability, corrosivity, or toxicity as defined by RCRA, as amended, as Hazardous Waste, but are generated by households. By way of example and not of limitation, household Hazardous Waste includes drain cleaners, latex and oil paint, motor oil, antifreeze, fuel, poisons, pesticides, herbicides and rodenticides, fluorescent lamps, lamp ballasts, smoke detectors, medical waste, some types of cleaning chemicals, and consumer electronics (such as televisions, computers, and cell phones).

Household Waste: means waste materials generally discarded from residential households, whether single-family, multi-family, or otherwise, but excluding C&D Waste

Landfill: means the County’s landfill facility consisting of the County’s property, landfill cells and other operating facilities upon such real property.

Maintenance: means those routine and/or repetitive activities required or recommended by the equipment manufacturers or by the Bidder to maximize the service life of the equipment and Facility, consistent with

Good Industry Practice, and Corrective Maintenance, Preventive Maintenance and Predictive Maintenance.

Minable Waste: means MSW, and other types of Acceptable Waste previously deposited in the landfill that are commercially suitable for use as feedstock for processing into refuse derived fuel, transportation fuels, or recyclable materials, as applicable of the Facility.

Municipality: means any town, city, or other political subdivision of and within the State or County.

Municipal Solid Waste: or MSW pursuant to COMAR, means solid waste from residential, commercial, and industrial sources, land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal excluding solid waste consisting of significant quantities of hazardous waste.

Non-Processible Waste: means Acceptable Municipal Solid Waste, as agreed by the County and the Bidder, that cannot be processed at the Facilities without the use of supplemental processing equipment (e.g., a mobile shredder), provided that the individual items of such Acceptable Municipal Solid Waste are 2,000 pounds or less in weight and physically of such size as to fit without compaction into an area having dimensions of three (3) feet by five (5) feet by five (5) feet, including, but not limited to, the following:

1. Household furniture, chairs, tables, sofas, mattresses, appliances, carpets, sleeper sofas, and rugs;
2. Individual items such as White Metals (as hereinafter defined) and blocks of metal that would, in the Permittee's determination, cause damage to the Facilities if processed and/or incinerated therein;
3. Scrap/light weight metals (as hereinafter defined);
4. Bathroom fixtures, such as toilets, bathtubs and sinks;
5. Purged and emptied propane, butane, and acetylene tanks with valves removed exclusively from the residential Municipal Solid Waste stream and in limited quantities, if any, to be determined by the Permittee on a day-to-day basis;
6. Christmas trees; and
7. Automobile tires with/without rims.

Depending on the type of Waste Diversion Facility chosen, some Acceptable or Non-Acceptable Wastes may be negotiated as such by the County and the Bidder.

O&M: means Operation and Maintenance of the Facility in accordance with Good Industry Practice and the terms of the Contract.

Participating Firm: means all firms that will be significant participants in providing the services required by the Contract.

Party or Parties: means the County and or the Bidder.

Permits: means all permits, licenses, approvals, authorizations, consents, and entitlements of whatever kind and however described which are required under Applicable Law (of the United States, the State of Maryland, and pertinent communities) to be obtained or maintained by any person with respect to the construction of the Facility, operation of the Facility, or the performance of any other obligation of the Bidder under the Contract as set forth in the RFP.

Predictive Maintenance: means those non-repetitive and non-routine maintenance activities that are identified as necessary during annual testing and inspections conducted in accordance with the O&M manual that are outside of Preventive Maintenance and Corrective Maintenance.

Preferred Bidder: means the Bidder(s) selected by the County in response to the RFP.

Preventive Maintenance: means those maintenance activities that are routine or repetitive in nature required by the equipment or facility manufacturer or the Bidder to maximize the service life and operational efficiency of the equipment, vehicles, and facility, listed in the O&M manual, required by warranties or otherwise identified as necessary or desirable in accordance with Good Industry Practice.

Project: means an integrated materials management system in accordance with the project goals specified in Section 1.1 utilizing the existing facilities, and all facilities modified and/or constructed by the Bidder.

Project Schedule: means the Bidder's schedule for completing construction, i.e., the scope of work during permitting, financing, design, construction, start-up, acceptance testing and achieving Acceptance.

Proposal : means a document(s) submitted for consideration in response to the RFP.

Rated Capacity: means the rate (500 tons per day) at which tons of Acceptable MSW can be processed on a continuous basis over a sustained period assuming no allowances for scheduled or forced outage. The Rated Capacity may be changed if agreed upon by the County and Bidder.

Recycling Facilities: means the Recycling Facility as referred as Part I of the Project

Reporting Requirements: has the meaning set forth in Section 1.9 of the RFP.

Request for Proposals or RFP: means this Request for Proposals as originally issued and as amended and supplemented the RFP.

Required Insurance: means the insurance coverage set forth in Appendix I of this RFP.

Residue: means bottom ash, fly ash, combined bottom and fly ash, slag, and other waste materials that result from waste processing at the Facility, which the Bidder cannot beneficially use and market and which must be disposed.

Scrap/Light Metals: means the following: scrap steel parts, aluminum sheets, pipes, desks, chairs, bicycle frames, lawn mowers with engines drained, file cabinets, springs, sheet metal, hot water beaters, cleaned and emptied fifty five (55) gallon drums with the top and bottom covers removed, fencing, oil tanks and

fuel tanks approved by the Permittee for disposal and cleaned and rinsed in accordance with all applicable laws and regulations, and any other materials deemed by the Permittee to be Scrap/Light Weight Metals.

Services: means all the duties, obligations, and services to be provided by the Bidder.

Sewage Sludge: means sewage sludge residue resulting from the processing of sewage from residential, commercial, or industrial sources to the extent the same is of a nature that may be accepted at the Facility under all Permits and Applicable Law

Settlement Statement: means the reconciliation performed in accordance with the Revenue Sharing provisions provided.

Single Stream Recyclables: mean the commingling of any paper fiber recyclables with any commingled container recyclables.

Site: means the area(s) and facility identified in the RFP to be made available by the County to the Bidder for development of the Project.

Solid Waste: means unwanted and discarded solid materials, consistent with the meaning of that term in COMAR excluding semi-solid, liquid materials collected and treated in a municipal sewerage system.

State: means the State of Maryland.

Term: has the meaning set forth in the Contract Principles and includes the time from the Contract Date through the Guaranteed In-Service Date and thereafter for twenty (20) years of operation of the Facility.

Tons: means short tons, 2,000 pounds.

TPD: means tons per day.

TPY: means tons per year.

Transfer Stations: means the four locations owned by the County at which permitted MSW is collected and transferred to the Facility.

Unacceptable Waste: means waste that is not Acceptable MSW and includes

1. Explosives, pathological or biological waste, hazardous chemicals or materials, paint and solvents, regulated medical wastes as defined in the EPA Standards for Tracking and Maintaining Medical Wastes, Title 40 of the Code of Federal Regulations Section 259.30 (1990), radioactive materials, oils and oil sludges, dust or powders, cesspool or other human waste, human or animal remains, motor vehicles, and auto parts, liquid waste (other than liquid Solid Waste derived from food or food by-products), and hazardous substances of any type or kind (including without limitation those substances regulated under 42 United States Code ("U.S.C.") Section 6921-6925 and the regulations thereto adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery and

Conservation Act of 1976, 90 Stat. 2806 et 42 U.S.C. Section 6901 et. seq.) other than such insignificant qualities of the foregoing as are customarily found in normal household and commercial waste and as are permitted by state and federal law;

2. Any item of waste that is either smoldering or on fire;
3. Waste quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil;
4. Any other items of waste that would be likely to pose a threat to health or safety, or damage the processing equipment of the Facilities (except for ordinary wear and tear), or be in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation;
5. Any Solid Waste that is deemed by the County in its sole discretion to be not in conformance with the requirements for Acceptable Municipal Solid Waste or Non-Processible Waste as set forth in these procedures; and
6. Any other waste deemed by the County in its sole discretion for any reason to be Acceptable Recyclables and/or Unacceptable Waste, including but not limited to waste generated by a source which is not authorized by the County to deliver waste to any of the Facilities.

Depending on the type of Waste Diversion Facility chosen, some Acceptable or Non-Acceptable Wastes may be negotiated as such by the County and the Bidder.

Uncontrollable Circumstance: means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the Contract on the part of such party. Such acts or events may include, but shall not be limited to, the following:

1. Naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, floods, epidemics, and other acts of God;
2. explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
3. labor disputes, except labor disputes involving employees of the Bidder, its affiliates, or Subcontractors which affect the performance of the Contract services;
4. the failure of any Subcontractor or supplier, other than the Bidder, the Guarantor or any affiliate of either, to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure were the result of an event which would constitute an

Uncontrollable Circumstance if it affected the Bidder directly, and the Bidder is not able after exercising all reasonable efforts to timely obtain substitutes;

5. the failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain utilities to the Facility which are required for the performance of the Contract;
6. any failure of title to the Facility Site or any enforcement of any encumbrance on the Facility Site not consented to in writing by, or arising out of any action or agreement entered by, the party adversely affected thereby; and
7. the preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Facility.

It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

1. any act, event or circumstance with respect to which the Bidder has assumed the "as-is" risk under the Contract;
2. any act, event or circumstance that would not have occurred if the affected party had complied with its obligations under the Contract;
3. changes in interest rates, inflation rates (other than those provided for in the Contract), labor costs, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;
4. changes in the financial condition of any or all of the Public Participants, the Bidder, the Guarantor, or their affiliates or Subcontractor affecting the ability to perform their respective obligations;
5. the consequences of error, neglect or omissions by the Bidder, the Guarantor, any Subcontractor, any of their affiliates or any other person in the performance of the Contract Services;
6. union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to the Bidder for performing the Contract Services, if such are not the result of a Change-in-Law;
7. mechanical failure of equipment;
8. power outages not caused by third party utilities;
9. any impact of prevailing wage or similar laws, customs or practices on the Bidder's costs;

10. any act, event, circumstance or Change-in-Law occurring outside the United States of America;
11. failure of the Bidder to secure applicable patents, provided that such failure is due to the acts, omissions or negligence of the Bidder;
12. a Change-in-Law pertaining to taxes; or
13. any Change-in-Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Bidder than are imposed by the Contract Standards.

Waste Hauler: means a person including a "collector" deriving its main source of income from the collection, transportation, or disposal of waste.

White Goods: means large appliances or machinery, refrigerators, freezers, gas/electric stoves, dish washers, clothes washers and dryers, microwaves, copiers, computers, vending machines, air conditioners, industrial equipment and venting hood fans, and any other material deemed by the County in its sole discretion to be White Metals.

Work: means the permitting, construction, operating and maintenance and all obligations as set forth in the Contract.

Yard Waste: means leaves, grass clippings, prunings, and other natural organic Solid Waste from yards and gardens.

Year: means a calendar year commencing on January 1st, ending on December 31st.