

CRUSHING RECYCLE SERVICES AGREEMENT

CANYON COUNTY, IDAHO

THIS AGREEMENT is made between TIMBER CREEK RECYCLING, LLC ("Contractor"), an Idaho limited liability company with a local address of 7695 S. Locust Grove Road, Meridian, Idaho (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a notice of sole source procurement pursuant to procedures provided by Idaho Code Section 67-2808(2) for the purpose of declaring that there is only one vendor of these services, and that an additional competitive procurement is impracticable, disadvantageous, or unreasonable under the circumstances because of the Landfill's existing contract with Timber Creek Recycling for wood processing, and because the costs of such services on the open market do not appear more favorable to the County, and because the County wishes to realize the organizational and financial efficiencies associated with combining recycling services under one vendor (hereinafter "Project").

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. Statement of work. The Contractor shall complete the work as outlined in Exhibit "A", attached hereto and incorporated by reference, as well as perform all of the work required, implied or reasonably inferable from this Agreement. The Contractor shall provide the labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, any other utilities required for construction, access rights, and all necessary permits, required for the completion of the project at the Contractor's sole expense. The Contractor shall complete the work as provided in this Agreement.

2. Compensation.

a. The County shall pay the Contractor a price per ton ("Fixed Price Contract Amount") as detailed in Exhibit "A", incorporated herein by reference, subject to the conditions of this Agreement. Payment for services rendered shall be made upon acceptance of the work/required deliverables by the County and submission of a signed itemized invoice to the County. Invoices must specify the dates that services were performed.

b. If the County disputes any invoiced amount, it shall notify the Contractor in writing within fourteen (14) calendar days. The County must process payments of any amounts not in dispute within thirty (30) calendar days after receipt of the invoice and supporting documentation or acceptance of the work/required deliverables, whichever is later.

c. Invoices are to be sent directly to the Landfill Director either by mail, or by email. The Contractor understands that, while the County will use its best efforts to secure prompt payment of invoices, the invoices must go to the Board for approval.

d. To obtain payment pursuant to this Agreement, the Contractor must provide a filled-out W-9 form, proof of the Contractor's current and valid licenses needed to provide the services, and proof of insurance. If the Contractor intends to use any subcontractors, then the Contractor must provide this same information to the County for each of the subcontractors as well.

e. The County is exempt from sales tax pursuant to Idaho Code § 63-36220(f).

3. Changes in work.

a. A "change order" is a written instrument signed by the County and the Contractor, stating their agreement upon a change in the Project, any adjustment in the Fixed Price Contract Amount, and any adjustment in the time for performance of the work.

b. The County shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or time for performance. Changes in the Project may be accomplished after execution of this Agreement, and without invalidating this Agreement, by a change order, subject to the limitations stated in this section. Changes in the Project shall be performed under applicable provisions of this Agreement, and the Contractor shall proceed promptly, unless otherwise provided in the change order.

c. Any change order prepared, including those arising by reason of the parties' Agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Project, including all direct, indirect, and consequential costs associated with such change, and any and all adjustments to the Fixed Price Contract Amount and time for performance. In the event a change order increases the Fixed Price Contract Amount, the Contractor shall include the work covered by such change order in the Contractor's Request for Payment as if such work were originally part of this Agreement.

d. By the execution of a change order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in the Project which is the subject of the change order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the change order.

4. Initial Term, Renewal, Termination.

a. Initial Term and Renewal. The initial term of the Agreement shall be from October 1, 2025 to September 30, 2026, unless terminated as otherwise provided herein. At the end of the initial term, this Agreement will automatically renew for subsequent one (1) year periods, beginning October 1, 2026, unless either party gives the other party written notice of termination no less than one hundred eighty (180) days prior to the commencement of a renewal term. If either party properly and timely provides a notice of termination, the term of the Agreement will expire upon the expiration of the initial term or a renewal term in effect at the time the notice is given, unless terminated as otherwise provided herein.

b. Termination for Cause. Contractor default occurs if the Contractor fails to perform any of the covenants or conditions of this Agreement or the Contractor fails to prosecute the work so as to endanger performance of this Agreement, and the Contractor does not cure such defects in performance within ten (10) calendar days after receipt of written notice from the County informing it of such defects in performance, provided that if the Contractor cannot reasonably cure its breach or failure within such 10-day period, the Contractor's breach or failure is not a default if the Contractor commences to cure its breach or failure within the 10 day period and thereafter diligently pursues the cure. If at the end of such cure period, the Contractor is still in default or noncompliance, then the County may terminate this Agreement. Upon such termination, the County may pursue any and all legal, equitable and other remedies available to the County; provided, however, that the Contractor shall not be liable to the County for any incidental or consequential damages of any kind.

c. Termination for Convenience. Either party may terminate this Agreement for its convenience at any time upon thirty (30) calendar days written notice to the other party, and, upon such termination, the County's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination.

d. Immediate Termination. Notwithstanding any other provision in this Agreement, the County may terminate this Agreement immediately if the Contractor becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the Contractor, or if the Contractor makes an assignment for the benefit of creditors.

e. Mutual Termination. The parties may terminate this Agreement at any time, in whole or in part, by mutual written Agreement executed by both parties.

f. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) sent by electronic mail, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

g. Compensation in Event of Termination. In the event of termination prior to completion of the project, the Contractor shall be entitled to be paid for services satisfactorily rendered to the date of such termination. In no event shall the Contractor be entitled to recover anticipated profits or consequential damages from the County on account of a termination for convenience.

h. Removal of Equipment and Other Property. Contractor agrees to have all of its equipment and other personal property removed from the Landfill on or before the effective date of any termination.

5. Indemnification. In the event the County is alleged to be liable solely as a result of wrongful acts, omissions, negligence, or failure to comply with the law, or all four (4), of the Contractor, its employees, subcontractors, and agents, the Contractor shall indemnify, defend, and hold the County, its elected officials, officers, agents, employees, representatives, externs, interns, and volunteers harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the Contractor. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of the County and/or its elected officials, officers, agents, employees, representatives, externs, interns, and volunteers;

6. Intellectual property indemnification. The Contractor will indemnify and defend the County, elected officials, officers, agents, employees, representatives, externs, interns, and volunteers, at the Contractor's expense, against any action brought by a third party against the County to the extent that the action is based upon a claim that the products or services provided directly infringes any copyrights or U.S. patents or misappropriates any trade secrets, and the Contractor will pay those costs and damages finally awarded by a court of competent jurisdiction against County in any such action that are specifically attributable to such claim or those costs and damages agreed to by the Contractor in a monetary settlement of such action. If the County's use of the products or services is, or in the Contractor's opinion is likely to become, enjoined as a result of an infringement claim, the Contractor will, at its option and expense, either (i) procure the right to continue providing the products or services; (ii) replace or modify the products or services so that it becomes non-infringing and remains functionally equivalent; or (iii) if, despite its commercially reasonable efforts, the Contractor is unable to do either (i) or (ii), the Contractor will accept return of the products or services, terminate the rights herein, and pay to the County a prorated refund of the money paid to the Contractor for the purchase of such products or services. Notwithstanding the foregoing, the Contractor will have no obligation with respect to any infringement claim based upon (a) any use of the products or services that is not in accordance with this Agreement or the corresponding documentation of the products or services; (b) any use of the products or services in combination with other products or equipment not supplied by the Contractor if such infringement would not have arisen but for such combination; or (c) any modification of the products or services by any person other than an individual with the requisite licensure and/or certification if such infringement would not have occurred but for such modification. This Section states the Contractor's entire liability, and the County's sole and exclusive remedy, for infringement claims and actions. The foregoing obligations are subject to the County notifying the Contractor promptly in writing of such action, giving the Contractor sole control of the defense thereof and any related settlement negotiations, and, at the Contractor's reasonable request and expense (including reasonable attorneys' fees), assisting in such defense.

7. Confidential Information

a. *Definition.* Any information that is clearly labeled as "CONFIDENTIAL INFORMATION" and is relating to, or derived from, the Contractor's products and services is the Confidential Information of the Contractor. By labeling information provided to the County as "CONFIDENTIAL INFORMATION," the Contractor certifies that it believes that such information qualifies as a trade secret under Idaho Code § 74-107(1). Confidential Information does not include information that a party can prove:

- i. Is now or later becomes generally available to the public without fault of the party who received such information;
- ii. Was rightfully in the receiving party's possession prior to its disclosure by the disclosing party;
- iii. Is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or
- iv. Is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it.

b. *Indemnification.* In the event that the County receives a public records request for Confidential Information, and County denies the public records request— in whole or in part — in reliance on Contractor's certification herein that such information constitutes a trade secret pursuant to Idaho Code § 74-107(1), then the Contractor shall indemnify, defend, and hold harmless County, its elected officials, officers, agents, employees, representatives, externs, interns, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with litigation involving whether any documentation under this Agreement is exempt from public disclosure.

c. *Disclosure.* The County may disclose Confidential Information to the extent required by judicial or legislative order, or subpoena, provided that it gives the Contractor reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure.

8. Insurance. Without limiting the County's right to indemnification, the Contractor shall secure and provide to the County, and receive approval of such by the County, prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

a. Worker's compensation insurance as required by Idaho statutes for the Contractor and any agents, employees, and staff that the Contractor may employ.

b. Commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, property damage, and independent contractor's liability (if applicable), in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall name as additional insured and protect the County, and its officers, agents, and employees, from and against any and all claims, losses, actions,

and judgments for damages or injury to persons or property arising out of or in connection with the Contractor's acts.

c. Business auto liability insurance and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

The Contractor shall either include all subcontractors as insured under its insurance policies or furnish separate certificates and endorsements for each subcontractor.

9. Insurance Policy Terms. The aforementioned commercial general liability insurance and business auto liability insurance, policies of the Contractor shall contain, or be endorsed to contain, the following provisions:

a. The County, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor's products, services, and completed operations of the Contractor; premises owned, leased or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees or volunteers. For the commercial general liability insurance policy, the aggregate shall be on a per-project basis.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

c. The Contractor's insurance policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10. Administration. Each of the parties has designated the following individuals to be its administrator or point of contact for the purpose of this Agreement:

Contractor

Administrator Name: _____

Administrator Email: _____

Administrator Phone: _____

Administrator Address: _____

County:

Administrator Name: David Loper

Administrator Email: david.loper@canyoncounty.id.gov

Administrator Phone: (208) 614-5005

Administrator Address: 15500 Missouri Avenue, Nampa, Idaho 83686

Communications to coordinate efforts between the parties with regard to this Agreement shall be made between these individuals or their designee. A party must provide written notice to the other party to change the point-of-contact and contact information within two (2) business days of changing the point-of-contact.

11. Right of control. The County agrees that it will have no right to control or direct the details, manner, or means by which the Contractor accomplishes the results of the services performed hereunder. The Contractor has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this agreement. The Contractor must not let its other contracts or services interfere with the performance of its services under this Agreement.

12. Independent Contractor.

a. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the County. The County shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes the work specified by the County.

b. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the County on behalf of the Contractor or the employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Contractor understands that the Contractor is responsible to pay, according to law, the Contractor's income tax. The Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax to be paid by the Contractor according to law.

c. Because the Contractor is engaged in its own independently established business, the Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the County.

13. Representations. The Contractor represents as follows:

a. Neither it nor any of its principals are related to a county commissioner or other Canyon County official by blood or marriage within the second degree of kindred.

b. The Contractor agrees to comply with all federal, state, city, and local laws, rules, and regulations in any way affecting the Agreement, or the work performed under the Agreement.

c. The Contractor possesses the skill, experience, licenses, and permits required to provide the services and products under this Agreement.

d. There are no judgments, liens, actions, or proceedings existing or pending against it that would materially affect its ability to enter into or perform under this Agreement.

e. The Contractor is duly organized, validly existing, and in good standing under the laws of the state in which it resides. The Contractor is duly authorized to conduct business in the

state of Idaho, and has all necessary powers to enter into this Agreement as required by Idaho Code § 63-1502.

f. The Contractor has visited the location where the project is to occur, and become familiar with and satisfied as to the general and local conditions that may affect cost, progress, and performance of the project.

g. The Contractor warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. The Contractor acknowledges that it will be liable for any breach of this warranty.

h. The Contractor shall provide services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

15. NonAppropriation. In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the state of Idaho, the County may cancel this Agreement for any fiscal year when the necessary funds for the fulfillment of this Agreement are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this Agreement, without penalty, if the County determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted for. The County's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

16. Venue. This Agreement shall be construed and enforced in accordance with the laws of the United States and of the state of Idaho without regard to its conflict of law provisions. The Idaho state courts of Canyon County, Idaho (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Idaho) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and the parties hereby consent to the jurisdiction of such courts.

17. Waiver of jury trial. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as written consent to a trial by the court.

18. Equal employment opportunity. The Contractor shall comply with all provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

19. Warranty against contingent fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement upon a contract or arrangement for the commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the Contractor to secure business.

20. Contractor personnel. The Contractor agrees that the County may request a replacement or deny access of any Contractor personnel believed unable to carry out the responsibilities of this Agreement, or unsuitable for working within the environment.

21. Drugs and alcohol. No alcoholic beverages, illegal drugs under state and federal laws, non-prescribed controlled substances, or otherwise legal, but illicitly used substances that may impair a person's job performance or pose a safety hazard (collectively "Prohibited Substances") shall be allowed on the County's property. Illicitly used substances include prescription drugs obtained without proper medical authorization for the user and prescribed drugs, over-the-counter drugs, and other substances not being used for their intended purposes or at intended dosage. The only permitted possession and use of controlled substances on any County property shall be prescription medicines, properly dispensed by a licensed medical practitioner, which, in that medical practitioner's judgment, do not impair the person's ability to perform work safely and competently. The County may remove from County property any person suspected or found to be using, under the influence of, in possession of, or selling or attempting to sell a Prohibited Substance **on County property.**

22. Force majeure.

a. "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party. Force majeure event shall not include, however, a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, or a change in the law.

b. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (i) that party uses reasonable efforts to perform those obligations, (ii) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (iii) that party complies with its obligations under this section.

c. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

23. Severability. This Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and

enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

24. Time is of the essence. Time of the essence for this Agreement.

25. Assignment. This Agreement shall not be transferred or assigned by the Contractor to any other party without the written consent of the Board.

26. Attorney fees. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this agreement.

27. Binding authority. The member of the Contractor signing below represents that he has full authority to enter into this Agreement on behalf of the Contractor, knowing that the County will rely thereon.

28. Entire agreement. This Agreement, together with the County's request for proposal, the County's addendums, and the Contractor's proposal, and any exhibits incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the aforementioned documents, the statements in the exhibits shall control.

29. Modification. This Agreement may only be amended, modified, or supplemented by an agreement executed by the Board and a member of the Contractor having full authority to legally bind the Contractor.

30. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS HEREOF the parties have executed this Agreement as dated below.

CONTRACTOR:
TIMBER CREEK RECYCLING

[Signature]

Signature

Mike Murgioito

Printed Name

Member

Title

5-19-25

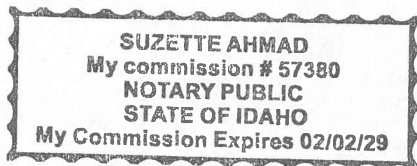
Date

State of Idaho)

County of Ada)
ss.

On this 19 day of May, 2025, before me personally appeared Michael Murgioito known or identified to me to be the Member of **Timber Creek Recycling** whose name is subscribed to the within instrument, and acknowledged that said Trust executed the same.

(SEAL)






[Signature]
Notary Public for Idaho
Residing at: Mendocino Id

My Commission Expires: 2-2-29

**CANYON COUNTY
BOARD OF COUNTY COMMISSIONERS**

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below


	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: JRoss
 Deputy Clerk

Date: 06.10.25

CANYON COUNTY PICKLES BUTTE SANITARY LANDFILL



 David Loper, Director

EXHIBIT A

The pricing fee in Attachment “A” of this Exhibit is for the first initial term of this Agreement. On October 1 of each year during the term of the Agreement, all the fees set forth will increase by two and a half percent (2.5%). If the CPI is higher than 4% or lower than 1% in a term, the following year fee increase can be negotiated by the parties.



Attachment A:

Material	Price per ton	Materials conditions
Concrete / Brick / Porcelain	\$7.18	No trash. A little dirt will be accepted
Concrete w/ Rebar	\$15.32	No trash. Very little dirt accepted
Contamination sorting fee * If contamination is over 15%	\$4.05	Any pile needing trash sorting

Water:

Water source	Price per ton	Water Description
Fire hydrant on site/or county water truck. (Very little water is needed for this process)	No Charge	Water plumbed in a close proximity to the crusher
Water Truck	\$1.03	Water on site or within 2,000 feet
Water Truck	\$5.64	Off Site

Hauling off crushed material:

Material	Price per ton	Materials
Trucking out material if needed	\$0.00	Crushed aggregate that has been processed
Loader provided by county for loading out material	\$0.00	Crushed aggregate that has been processed
Loader provided by TCR	\$1.03	Crushed aggregate that has been processed