

Contract # C17-2530-PW  
WASTE MANAGEMENT, INC. OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION, TRANSFER  
AND PROCESSING/DISPOSAL AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS

**Solid Waste and Recyclables Collection,  
Transfer, and Processing/Disposal Agreement**

**Between**

**Okaloosa County  
("County")**

**And**

**Waste Management, Inc. of Florida  
("Contractor")**

This Agreement, made this 1st day of March, 2017 for Residential Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal Services by and between Okaloosa County, Florida (the "County") and Waste Management Inc. of Florida, (the or "Contractor"), a corporation authorized to conduct business in the State of Florida.

WITNESSETH

**WHEREAS**, the County is in need of a contractor to provide Residential Collection Service, transfer, and processing/disposal, and recyclables delivery services; and

**WHEREAS**, the Contractor has the necessary equipment, labor, experience, and financial resources to provide the services required by the County, and the County finds it in the best interest of the health, safety and welfare of the County to now enter into this Agreement.

**NOW, THEREFORE**, the County and Contractor agree as follows:

**ARTICLE 1. DEFINITIONS**

Nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neutral forms and the singular shall include the plural and vice versa.

**Acceptable Waste** means Solid Waste, including garbage, rubbish, refuse, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations. Acceptable Waste also includes Bulk Waste, C&D, and Recyclable Materials. Acceptable Waste shall not include regulated Hazardous Waste, Biomedical Waste, Biological Waste, Infectious Waste, and Yard Trash.

**Agreement** means this Agreement including all attachments and amendments thereto.

**Applicable Law** means all applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Baker Landfill** means the County-owned property located at 1415 Charlie Day Road, Baker in Okaloosa County.

**Baker Transfer Station** means the North Transfer Station (NTS) currently located at the Baker Landfill capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Biomedical Waste** means any Solid Waste or liquid wastes that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste that contains human disease-causing agents; discarded disposable sharps, human blood, and human blood products and body fluids; and other materials that, in the opinion of the Department of Health, represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Biological Waste** means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Board** means the Board of County Commissioners of Okaloosa County, Florida, which is the governing body of the Okaloosa County.

**Bulk Waste** means any waste that requires additional management due to its bulk or weight and shall include, household furniture, treated lumber, electronics, bicycles, push type lawn mowers with all oil and gas drained, automotive tires (including tires with rims; tires from commercial vehicles, heavy equipment,

or industrial vehicles are prohibited; tires shall not exceed 20 inches in diameter and are limited to four (4) per collection] and white goods. Bulk waste does not include any form of matter or debris resulting from tree removal, land clearing, land development, or special waste as defined herein. With the exception of individual items of household furniture and white goods, such service is limited to four (4) cubic yards per pickup.

**Change in Law** means (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor in effect as of the Effective Date. A change in any federal, state, county, or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Contractor's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

**Collection Component** means the portion of the billing fee set by Okaloosa County, for Residential Collection Service.

**Commencement Date** means April 1, 2017, the date services pursuant to this Agreement shall commence.

**Commercial Business** means any establishment other than a residential dwelling, apartment complex, condominium complex or trailer park and shall be and shall include, but not be limited to, all retail, professional, whole sale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods and services to the public.

**Construction and Demolition Debris (C&D)** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

Mixing of C&D with other types of Solid Waste will cause it to be classified as other than C&D. The term also includes:

- a. Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- b. Except as provided in s. 403.707(13)(j); unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- c. Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- d. De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**Contract Manager** means the Public Works Director or as otherwise designated in writing by the Board to represent the County in the administration and supervision of this Agreement.

**County** means Okaloosa County, Florida, a political subdivision of the state of Florida, acting by and through its Board.

**Day** means calendar day unless otherwise noted in the Agreement.

**Designated Facility** means the facilities designated by the County for delivery of Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste collected pursuant to this Agreement.

**Designated Final Disposal Facility** means the facility designated by the County to which Solid Waste received at the Transfer Stations are transferred and delivered for final disposal. The Designated Disposal Facility shall be the final resting place for solid waste transferred from the County.

**Designated Recycling Facility** means the facility designated by the County to which Recyclables received at the Transfer Stations are transferred and delivered for processing and marketing.

**Disposal Component** means the portion of the billing fee set by Okaloosa County, for tipping fee, landfill costs, and Solid Waste management costs.

**Dwelling Unit** means any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments and mobile homes.

**Effective Date** means the date this Agreement has been executed by both the County and Contractor, whichever is later.

**Electronic Waste (E-Waste)** means computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions, copiers, and other electronic equipment as directed by the County.

**Fort Walton Beach Transfer Station** means the South Transfer Station (STS) currently located at 630 Martin Luther King Jr. Blvd., Ft. Walton Beach in Okaloosa County capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Holidays** means New Year's Day, Thanksgiving, and Christmas.

**Hazardous Waste** means Solid Waste or a combination of Solid Wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection, Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the disposal of waste in Florida. Hazardous Waste is not intended to include de minimis amounts of household hazardous wastes as defined by FAC 62-701.100. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Host Fee** means a fee paid by the Contractor to Okaloosa County to help compensate for the Contractor's right to manage Solid Waste at the Okaloosa Transfer Stations.

**Incorporated Municipalities or Municipalities** means those duly incorporated municipalities in Okaloosa County consisting of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valparaiso.

**Infectious Waste** means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

**Multi-Family Collection Service** means the collection service of Solid Waste and Recyclables provided to persons occupying Multi-Family Units within the Service Area.

**Multi-Family Customers** means Multi-Family Units receiving Multi-Family Collection Service.

**Multi-Family Unit** means Dwelling Units containing greater than five (5) individual Dwelling Units in a single complex. For the purposes of this Agreement, recreational vehicles and mobile homes located in a recreational vehicle or mobile home park are considered Multi-Family Units..

**North Transfer Station or NTS** means the Baker Transfer Station currently located at 1415 Charlie Day Road, Baker in Okaloosa County capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Program Recyclables** means Recyclables included in the County's residential and multi-family recycling program. Program Recyclables include incidental amounts of non-designated materials as can normally be expected as part of municipal recycling collection. The types of Recyclables included in the County's recycling program may be amended by the Contract Manager.

**Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for use that constitutes disposal. Recovered materials in this subsection are not solid waste.

**Recyclable Materials or Recyclables** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

**Required Turn Back Condition** means reasonable wear and tear commensurate with the time of use, and considering the Contractor's responsibilities for maintenance, repair, and replacement.

**Residential Collection Service** means the curbside collection service of Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste provided to persons occupying Single Family Units within the Service Area.

**Residential Customers** means customers receiving Residential Collection Service.

**Roll Cart** means a wheeled container intended for automated collection of Solid Waste and Program Recyclables, which is of a type and size approved by the County.

**Service Area** means the specifically described geographic area assigned to Contractor for the purpose of providing Residential Collection Service.

**Single Family Unit** means Dwelling Units, including single family residences, or any building or structure containing five (5) or less individual Dwelling Units in a single complex. For the purposes of this Agreement, recreational vehicles and mobile homes not located in a recreational vehicle or mobile home park are considered Single Family Units.

**Single Stream** refers to a recycling process that allows for Recyclables to be collected commingled, with containers and paper collected in the same Roll Cart or dumpster.

**Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

**Solid Waste Management Facility** means a disposal facility designated and approved by the County for the disposal of Solid Waste and Bulk Waste.

**South Transfer Station or STS** means the Fort Walton Beach Transfer Station currently located at 630 Martin Luther King Jr. Blvd., Ft. Walton Beach in Okaloosa County capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Ton** means a short ton, 2,000 pounds.

**Transfer Stations** means the North Transfer Station (NTS) and South Transfer Station (STS). May also be referred to as the Fort Walton Beach Transfer Station (STS) and Baker Transfer Station (NTS).

**Unacceptable Waste** means wastes that are not accepted for Class I disposal. These materials include infectious waste and hazardous waste as defined above as well as materials exhibiting the following characteristics:

- a. Hazardous placards or markings;
- b. Liquids;
- c. Powders or dusts;
- d. Drums or commercial size containers; or
- e. Chemical odors.

Other unacceptable materials include:

- a. Asbestos-containing wastes;
- b. Ash;
- c. Fluorescent light bulbs;
- d. Mercury-containing devices;
- e. Whole tires; or
- f. Liquid wastes.

**Uncontrollable circumstances** means those acts beyond the reasonable control of the party relying thereon which may include, but are not necessarily limited to, the following:

- a. Acts of god, such as storm, flood or earthquake;
- b. Civil disturbances, such as riots, revolutions, rebellion or insurrections;
- c. Any wars (whether declared or not), hostilities or invasions;
- d. Accidents or disruptions, such as fires or explosions; or
- e. Labor difficulties, such as strikes, lockouts, or sabotage.

**White Goods** means discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial appliances.

**Wright Landfill** means the County-owned property located at Percy Land and North Beal Extension, Ft. Walton Beach in Okaloosa County.

**Yard Trash** means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches (which shall not exceed six (6) feet in length and four (4) inches in diameter, and fifty (50) pounds or less per bundle), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, stumps, or bulky material not susceptible to normal loading and collection in loader packer type sanitation equipment used for regular collections from domestic households. Yard Trash does not include any form of matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons. Additionally, Yard Trash does not include debris generated by landscapers or lawn maintenance services when removed from the origination site and placed on another property for pick-up.

## **ARTICLE 2. AGREEMENT TERM**

### **2.1. Effective and Commencement Dates**

The Effective Date is the date this Agreement has been executed by both the County and Contractor, whichever date is later. The Commencement Date is the date that services required by this Agreement shall commence. The Commencement Date shall be April 1, 2017.

### **2.2. Initial Term**

The term of this Agreement shall be for a period of five (5) years beginning on the Commencement Date, April 1, 2017, and terminating March 31, 2022.

**2.3. Renewal Option**

This Agreement may be renewed and modified upon mutual agreement and in writing by both parties for up to three (3) additional terms of five (5) years.

**2.4 First Contract Year**

In order to align with County budgeting requirements, the first contract year shall begin April 1, 2017 and conclude on September 30, 2018. Any subsequent annual fee adjustments owed to Contractor shall commence on October 1st of each calendar year. The contract termination date remains March 31, 2022 unless renewed.

**ARTICLE 3. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES**

**3.1. Exclusive and Not Exclusive Services**

**3.1.1. Exclusive Services**

Contractor is herein granted the exclusive right to provide the following services in the Service Area as specified in this Agreement: Residential Collection Service, including the collection of residential Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste.

**3.1.2. Not Exclusive Services**

**3.1.2.1.** Contractor is not granted the exclusive right to collect Solid Waste from Multi Family Units, Commercial Businesses, C&D debris, Bulk Waste nor Yard Trash from Multi-Family Units, nor contractor-generated waste. Contractor is not granted the exclusive right to collect residential vegetative waste that exceeds the collection preparation and size requirements or Bulk Waste that exceeds one (1) collection event per Dwelling Unit per week.

**3.1.2.2.** The County reserves the right to exclude collection of other materials from this Agreement in the future for the purposes of increasing waste reduction.

**3.2. Title to Solid Waste and Recyclable Materials**

The Contractor shall have title to all Solid Waste and Program Recyclables upon collection; provided, however, the County reserves the right at all times to elect and hold title and ownership to all or a portion of the Solid Waste and Program Recyclables collected by the Contractor pursuant to this Agreement. Such election by the County shall be in writing signed by the Contract Manager.

**3.3. Infectious Waste, Hazardous Waste, Biomedical Waste, and Biological Waste**

The Contractor shall refuse to collect Solid Waste from a customer if the Contractor believes such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste. Contractor shall place a non-collection notice on the container, Roll Cart, or materials explaining why collection was not made. Contractor shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste, but may offer such service in the Service Area. Any of those types of materials collected by the Contractor, knowingly or unknowingly, shall be the Contractor's sole responsibility and liability for disposal in strict compliance with all Applicable Law.

**3.4. Transition of Collection Services**

**3.4.1. Transition Prior to Commencement of Collection Services**

Contractor shall participate in transition meetings as scheduled and conducted by the Contract Manager to plan and manage the transition process so that no service interruption occurs. Contractor is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Contractor shall submit to the Contract Manager, no later than thirty (30) Days following the Effective Date, a transition plan that provides a detailed description of how Contractor will plan and prepare for providing Residential Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the

Contract Manager. At a minimum, Contractor must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- a. Coordination of meetings with the outgoing contractor and the County, if necessary.
- b. Schedule of Residential and Multi-Family Collection Service transition meetings with County staff leading up to the Commencement Date.
- c. Schedule for obtaining any additional necessary labor, vehicles, equipment, and containers.
- d. Schedule for delivery and replacement of solid waste and recyclables carts for Residential Collection Services.
- e. Schedule for providing a vehicle and equipment list and route summary to the Contract Manager and ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) prior to the Commencement Date.
- f. Schedule for providing residential routes and map information in a format acceptable to the Contract Manger.
- g. Schedule for delivering County-provided information brochure to all customers (existing & new) prior to the Commencement Date.
- h. Schedule for conducting dry-runs of collection routes.
- i. Coordination with the County to ensure transmission of asset management database and other associated information for Roll Cart management.
- j. Schedule for onsite training for County staff on the use of web-based asset management software by appropriately-trained professional personnel.

3.4.2. Solid Waste Service Contracts

- 3.4.2.1. Any and all contracts for the provision of Solid Waste collection services and/or related Solid Waste services to Multi-Family Units within the Service Area shall be null and void as of March 31, 2017.
- 3.4.2.2. The term of any contract for Solid Waste collection pursuant to this Agreement shall not extend past the term of this Agreement.

3.4.3. Transition Prior to Expiration of Collection Services

- 3.4.3.1. Should the County choose not to renew this Agreement or should no renewal options remain, the County anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Contractor agrees to provide service to the County for an additional ninety (90) Day period beyond the expiration of the Agreement at then established service fee, provided the County requests said services in writing at such time.
- 3.4.3.2. At the expiration of this Agreement, Contractor shall work with the County and the newly selected contractor to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the County and newly selected contractor, coordination and cooperation in delivery and removal of carts, containers, etc., and providing service information, as requested.
- 3.4.3.3. The County reserves the right to withhold payment to Contractor for the final month of service until Contractor has complied with all requirements of this Article.

3.5. Residential Collection Service

3.5.1. Service Requests

The County shall notify the Contractor of the initiation, termination, or change of Residential Collection Service. The Contractor shall be responsible for establishing billing accounts for all Dwelling Units not able to be billed by the County. Contractor will be required to bill for certain

County administrative fees (e.g., remediation fee) and remit appropriate fees back to County. Residential Collection Service shall start, terminate, or change within seven (7) Days of receiving notification from the County.

If a property owner requests a change in the classification of their property in a manner that would alter the collection methodology to that property (e.g. a Multi-Family Unit desiring cart-based collection in the same manner as a Single Family Unit), the County shall make the final determination as to the collection methodology that will be utilized. The determination shall be made by the Contract Manager and will be based upon a review of the unique facts and circumstances of each situation, to include, among other things, access to the service site. The Decision of the Contract Manger shall be final.

- 3.5.2. In the event that the County determines that the collection service to that property shall be modified, it shall notify the Contractor of the modification. Solid Waste Collection

Solid Waste shall be collected twice per week in Contractor-provided Roll Carts. See Article 3.6.2. for further details regarding Roll Carts. Contractor is not required to collect waste left outside of the Roll Cart and shall place a non-collection notice on any waste outside of the Roll Cart explaining why collection was not made and providing instructions for requesting an additional Roll Cart if needed.

- 3.5.3. Recyclables Collection

Program Recyclables shall be collected once per week in Contractor-provided Roll Carts. See Article 3.6.2. for further details regarding Roll Carts. Collection of Program Recyclables for Residential Customers shall occur on the same Day as collection of Solid Waste.

- 3.5.4. Yard Trash Collection

Yard Trash shall be collected once per week according to the provisions herein. Residential Customers are to containerize, bundle, or neatly pile / stack Yard Trash and place it curbside. If the Yard Trash is placed by the Residential Customer in a plastic bag, Contractor is required to empty bags of Yard Trash into the residential collection vehicles and either retain the plastic bag on the collection vehicle separate from the Yard Trash for later disposal or return the bag to the customer's Solid Waste Roll Cart. Contractor may leave a notice instructing the resident that Yard Trash should not be placed in a plastic bag. Yard Trash may not exceed six (6) feet in length, four (4) inches in diameter, and must not exceed fifty (50) pounds in weight each. Contractor shall make a strong effort to remove all Yard Waste from curbside and leave only de minimis quantities on the ground.

Yard Trash shall not be collected on the same Day as Solid Waste and Recyclables.

- 3.5.5. Bulk Waste Collection

Bulk Waste shall be collected once per week according to the service provisions below. Contractor shall be required to collect up to four (4) cubic yards of Bulk Waste in volume per week, excluding individual items of furniture and white goods. For customers with Bulk Waste in excess of four (4) cubic yards per week Contractor shall be required to offer additional Bulk Waste collection, at the rate set forth in Exhibit 1..

- 3.5.6. Backdoor Collection

Contractor shall, at no additional cost to the Residential Customer or the County, provide backdoor collection of Solid Waste and Program Recyclables to Residential Customers who are unable to deliver their Solid Waste or Program Recyclables to the curb. Contractor shall commence backdoor collection within one (1) week of application. Application for backdoor collection shall be made by the Residential Customer by providing to the Contractor, on a form approved by the Contract Manager, proof of handicap status as required by FL Statutes – Title XXIII, Motor Vehicles Section 320.0848 (1)(b), or as otherwise approved by the Contractor, and certifying that no able-bodied person resides in the household.

3.5.7. Procedures for Non-Collection

- 3.5.7.1. In the event that the Solid Waste placed out for collection does not comply with set out procedures pursuant to this Agreement, Contractor is not required to collect it. If Contractor elects to not collect such materials, a non-collection notice shall be placed on the container or non-conforming materials explaining why collection was not made and Contractor shall notify the County pursuant to Article 8.3.
- 3.5.7.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Recyclable, Contractor shall, if practical, collect the Program Recyclables and leave material that is not Recyclable in the recycling Roll Cart along with a non-collection notice explaining why all materials were not collected. However, in the event that the Program Recyclables and materials that are not recyclable are commingled to the extent that they cannot easily be separated by Contractor, or the nature of the non-Recyclables render the entire recycling Roll Cart contaminated, Contractor shall leave all the materials along with a non-collection notice explaining why collection was not made.
- 3.5.7.3. Contractor shall develop and produce non-collection notices for Solid Waste and Program Recyclables. The design and content of non-collection notices are subject to approval by the County.
- 3.5.7.4. As further specified in Article 8.3., within one (1) Day of occurrence, Contractor shall electronically notify the Contract Manager regarding all non-collection events.

3.5.8. Hours and Holidays

- 3.5.8.1. Residential Collection Service shall take place between 7:00 a.m. and 7:00 p.m. Monday through Saturday.
- 3.5.8.2. In the event normal collection day falls on a Holiday, Contractor will provide make-up collection as directed by the County.
  - 3.5.8.2.1. Solid Waste and Yard Trash: Collection shall be provided on the next regular collection day.
  - 3.5.8.2.2. Recyclables: Collection services shall be one Day after the normally scheduled collection day for the remainder of the week.
  - 3.5.8.2.3. Contractor shall notify all affected customers of the Holiday schedule at least two (2) weeks prior to the Holiday.

3.6. Containers

3.6.1. Customer-Provided Containers

Contractor shall replace personal containers used for Yard Trash of a Residential Customer within three (3) business days after being notified by the County or customer that Contractor or its employees damaged the customer's container. Contractor shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container. Contractor is not responsible for a replacement container if it can satisfactorily prove to the Contract Manager that neither Contractor nor its employees damaged the Customer's container. Contractor shall also be able to provide and service bear-proof containers. Bear-proof containers will be provided at customer's expense.

3.6.2. Residential Roll Carts

- 3.6.2.1. Contractor will utilize existing Roll Carts to provide Solid Waste collection for all Residential Customers. Prior to the Commencement Date and in accordance with transition plan specified in Article 3.4.1., Contractor shall procure and provide new Recyclables Roll Carts for all Residential Customers. All Roll Carts must meet the

technical specifications provided in Exhibit 5. The standard program-sized Roll Carts include a ninety-six (96) gallon cart for Solid Waste and a ninety-six (96) gallon cart for Program Recyclables to be issued to each Residential Customer. Contractor shall offer alternatively-sized Roll Carts upon customer request.

- 3.6.2.2. The County will inform residents of options for repurposing or recycling the recycling bins used prior to the Commencement Date. Recycling options include delivery of recycling bins to the Transfer Stations or placing bins curbside during the first week of carted collection service. If placed curbside, Contractor shall collect and deliver bins to the Transfer Stations for recycling.
- 3.6.2.3. If a customer generates large quantities of Solid Waste, the customer may request one (1) additional Roll Cart to accommodate the extra materials. There shall be no charge for the delivery of additional Roll Carts for Solid Waste. The fee for collection service on a second Roll Cart is provided in Exhibit 1.
- 3.6.2.4. If a customer generates large quantities of Program Recyclables, the customer may request one (1) additional Roll Cart to accommodate the extra materials. There shall be no charge for the delivery or collection service for additional Roll Carts for Program Recyclables.
- 3.6.2.5. Ownership of all Roll Carts provided by the Contractor for Residential Collection Service shall rest with Contractor until expiration or termination of this Agreement, at which point ownership shall rest with the County.
- 3.6.2.6. Maintenance and repair of all Roll Carts are the sole responsibility of the Contractor. All repair and replacement costs shall be borne by the Contractor.
- 3.6.2.7. Contractor shall repair or replace a Roll Cart within three (3) business days of receiving notice from the County or customer of the need for repair, or if identified unserviceable by Contractor.
- 3.6.2.8. Roll Carts shall be delivered to new customers within three (3) business days from the date of request with a County-approved new customer information packet attached and protected from inclement weather.

3.7. Designated Facility

All Solid Waste, Recyclables, Yard Trash, and Bulk Waste collected by the Contractor pursuant to this Agreement must be delivered to a Designated Facility, unless otherwise approved by the Contract Manager in writing. Contractor may tip all materials collected from Residential Customers within the residential franchise area at no cost to the Contractor. Contractor must pay the commercial tip fee for all Solid Waste collected from customers not included as part of this Agreement. The Designated Facilities are as follows:

- Solid Waste and Bulk Waste: North Transfer Station or South Transfer Station
- Recyclables: South Transfer Station
- Yard Trash: Baker Landfill or Wright Landfill

3.8. Additional Responsibilities

3.8.1. Restrictions on Collection of Mixed Loads

- 3.8.1.1. Contractor shall collect Solid Waste, Yard Trash, Bulk Waste and Recyclables generated in the Service Area pursuant to this Agreement separate from any materials generated outside of the Service Area.
- 3.8.1.2. Contractor shall collect Solid Waste, Recyclables, and Yard Trash separate from each other unless allowed by written approval of the Contract Manager.

- 3.8.1.3. Contractor shall not mix or commingle Recyclables with Solid Waste. Contractor shall collect Recyclables from Residential Customers pursuant to this Agreement separate from Recyclables collected from Multi-Family and commercial customers. If Recyclables from Multi-Family or commercial businesses are commingled with Recyclables collected from Residential Customers, the County shall have the exclusive right to either accept or reject the entire load.
- 3.8.1.4. Contractor shall collect Bulk Waste in a manner that allows separation of White Goods, E-Waste, tires, and other Recyclables, as identified by the County, at the Transfer Stations.
- 3.8.2. Routes and Schedules
  - 3.8.2.1. Contractor shall not change the scheduled residential collection days unless Contractor receives the Contract Manager's prior authorization. The Contract Manager's approval of such changes shall not be unreasonably withheld. In the event of a permanent change in routes or schedules that will alter the day of collection, the Contractor shall notify all affected customers in writing or other manner approved by the Contract Manager not less than two (2) weeks prior to the change.
- 3.8.3. Manner of Collection
  - 3.8.3.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Containers with an unattached lid shall be completely emptied and placed back in an upright or inverted position with the lid set on top, or placed beside the container, at the point where collected. Roll Carts shall be placed with the lid in the closed position.
  - 3.8.3.2. Contractor shall provide all collection services with as little noise and disturbance as possible.
  - 3.8.3.3. No trespassing by Contractor's employees will be permitted. No Contractor employee shall remove or tamper with any property not placed for collection.
  - 3.8.3.4. All collection vehicles shall remain on the right-hand side of the road when providing collection service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers, Roll Carts, or materials that have been set out for collection.
  - 3.8.3.5. Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic and shall not be left on the street unattended.
- 3.8.4. Protection of Private and Public Property
  - 3.8.4.1. Contractor acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Contractor's responsibility to exercise caution in relationship to the property of other authorized users.
  - 3.8.4.2. Contractor shall take care to prevent damage to all public and private property while conducting services pursuant to this Agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, trees and tree canopies, flowers, shrubs, and other plantings. The County acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Contractor.
  - 3.8.4.3. Contractor shall immediately notify the Contract Manager of any personal injury or damage to public or private property caused by Contractor during the provision of

collection services. Wherever such property is damaged due to the activities of Contractor, it shall be immediately restored to its original condition by Contractor at Contractor's expense.

3.8.4.4. In case of failure on the part of Contractor to restore such property or make good such damage or injury, the County may, upon forty-eight (48) hours written notice to Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Contractor. If any damage caused by Contractor impacts the safety, health and welfare of the County's citizens, the repairs will be arranged by the County and billed to Contractor based on the actual cost incurred to repair the said damages, plus ten percent (10%) to account for the County's administrative costs.

3.8.5. Spillage and Littering

3.8.5.1. Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing.

3.8.5.2. In the event of any confirmed spillage/leakage/blowing from a Contractor's vehicle, Contractor shall promptly, at least within twenty-four (24) hours, clean up all spillage/leakage/blowing at no cost to the County. Contractor is responsible to clean such spills, leaks, or blown materials to the satisfaction of the Contract Manager up to, and including, resealing or resurfacing depending on the severity of the damage.

3.8.6. Employee Training and Licenses

3.8.6.1. All of Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Law. The County has the right to review Contractor's training records.

3.8.6.2. At all times when operating vehicles or equipment pursuant to this Agreement, Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

3.8.7. Office Requirements

3.8.7.1. Contractor shall maintain an office in the County to remain open from 8:00 a.m. to 5:00 p.m. CDT, Monday through Friday, except Holidays, to handle customer complaints and where bills may be paid (assuming the County is unable to bill certain Residential Customers directly).

3.8.7.2. Contractor shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Contractor. Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. During office hours, these services must be monitored regularly, so that Contractor can respond to any message within sixty (60) minutes. The response, at a minimum, shall include a reply to the inquiry and a plan of action to address or fix the complaint. During non-office hours, messages shall be answered no later than noon the following business day.

3.8.7.3. Contractor's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints in a timely manner. Contractor's office staff shall be familiar with the County and Contractor's obligations under this Agreement.

- 3.8.7.4. Contractor's customer service representatives shall be properly trained to answer questions concerning residential, multi-family, and commercial recycling and Solid Waste Collection Services.
- 3.8.7.5. Contractor shall establish a process, subject to the Contract Manager's approval, for receiving and handling emergency calls, both during and after normal operating hours.

3.8.8. Customer Service Standards

- 3.8.8.1. Contractor shall be responsible for providing the highest quality service to all Residential Customers under the provisions of this Agreement.
- 3.8.8.2. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from a customer or the County.
- 3.8.8.3. If the County receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone or electronic communication.
- 3.8.8.4. Contractor shall keep a written record of all calls it receives (either directly or through the County) regarding Contractor's service under this Agreement in a format approved by the Contract Manager. Contractor shall use a standard form to record the pertinent facts regarding each call and how it was resolved. The form shall identify complaints including customer name, contact information, the time and date when a complaint was received, when Contractor responded to the complaint, and the date and time when the complaint was resolved. Contractor's records and forms shall be kept up to date and a record of all calls shall be submitted monthly to the Contract Manager as outlined in Article 8.4. In addition, Contractor's records and forms shall be maintained throughout the term of this Agreement. Copies of the calls logs shall be kept at Contractor's office in the County and shall be available for inspection by the Contract Manager during normal business hours.
- 3.8.8.5. Missed Collections: If the County or customer notifies Contractor before 12:00 p.m. of a missed collection Monday through Friday, Contractor shall return to the customer's premises before 6:00 p.m. the same Day of the notification and collect all of the Solid Waste, Program Recyclables, Yard Waste, or Bulk Waste, that have been set out for collection. If Contractor is notified after 12:00 p.m. Monday through Friday of a missed collection, collection shall be made by 12:00 p.m. the next Day following notification. Notifications received Saturday or Sunday shall be corrected before 12:00 p.m. on Monday. All missed collections shall be included in the complaint log.
- 3.8.8.6. Contractor shall notify the Contract Manager regarding any disputes that have not been resolved within twenty-four (24) hours after receiving the complaint. Contractor may request, and the Contract Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a customer's satisfaction, the County shall have the authority to determine how the dispute will be resolved.

3.8.9. Vehicle and Collection Equipment

- 3.8.9.1. Contractor shall maintain a dedicated fleet of frontline collection vehicles designated to collect Solid Waste and Recyclables from Residential Customers in the Service Area.
- 3.8.9.2. No single frontline vehicle used to fulfill the services in this Agreement shall exceed a maximum age of ten (10) years; no single reserve vehicle shall exceed a maximum age of twelve (12) years. The County reserves the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues.
- 3.8.9.3. Contractor shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement.

Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If Contractor must use a substandard road (as determined by the County) to obtain access to a customer, Contractor shall use lightweight and/or smaller vehicles and equipment when providing service on such roads.

- 3.8.9.4. All of Contractor's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 3.8.9.5. All vehicles used to provide Collection Service under this Agreement shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's collection vehicles.
- 3.8.9.6. All vehicles used for collection of White Goods under this Agreement shall be equipped with appropriate ancillary equipment so as to avoid breakage of Freon lines during collection.
- 3.8.9.7. Contractor shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
- 3.8.9.8. The County reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with federal and state commercial motor vehicle statutes, as well as requirements of this Agreement.
- 3.8.10. Maintenance and Cleaning
  - 3.8.10.1. Contractor shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.
  - 3.8.10.2. Contractor shall keep all collection vehicles and equipment cleaned. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Contract Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 3.8.11. Vehicle Identification
  - 3.8.11.1. All collection vehicles shall be painted a uniform color.
  - 3.8.11.2. Contractor's vehicles shall clearly display Contractor's logo, name, and telephone number printed in letters not less than four inches (4") on each side of the vehicle.
  - 3.8.11.3. Contractor vehicles shall be numbered with numbers not less than three inches (3") high on each side of the vehicle and on the front passenger-side bumper. Contractor shall keep a record of the vehicle to which each number is assigned.

3.8.11.4. Contractor shall display the County logo on the sides and rear of the dedicated frontline vehicles used to collect Solid Waste or Recyclables from Residential Customers in the Service Area. The Contract Manager shall be notified immediately if an unmarked spare vehicle is used to collect Residential Solid Waste or Recyclables. The signs shall be appropriately sized, as mutually agreed. The County will provide the approved artwork for the Contractor's vehicles.

**3.8.12. Asset Management**

3.8.12.1. Contractor shall provide an asset management system capable of providing a web based map denoting the physical location of frontline and reserve vehicles in real time.

3.8.12.2. Contractor shall be responsible for reporting and tracking the movement of all Roll Carts and bins (e.g., deliveries, removals, exchanges, repairs, warranty recovery, etc.). All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The asset management system shall have the ability to generate reports that can be converted to Excel or PDF based on Roll Cart or bin activity. Data fields shall include, but not be limited to:

- Work order number, date, and status
- Customer ID and address
- Roll Cart/Bin serial numbers, new and old if replacement is required
- Cart/Bin size
- Route information

**3.9. Public Education**

The Contractor shall work with the County to maximize recycling. Contractor and County shall jointly implement a promotional and public education program to inform and encourage residents and business owners to maximize recycling. All Contractor-developed promotional materials and forms of communication regarding the County's programs including, but not limited to, electronic, printed, audio, video, graphics, logos, etc., shall be reviewed and approved by the Contract Manager prior to disseminating or presenting publically. Contractor shall provide a monthly report of public education activities pursuant to Article 8.4.

**3.9.1. Residential Customers**

Prior to the Commencement Date and annually thereafter, Contractor shall provide customers with County-approved recycling information at least three (3) times per year. Such information shall include at least one (1) billing insert "how to guide" and one (1) newspaper advertisement. Contractor shall be responsible for the development, printing, and distribution of all required recycling information; design and content are subject to approval by the Contract Manager prior to distribution.

**3.10. Storms and Hurricanes**

In case of a storm or hurricane, the Contract Manager may grant Contractor reasonable variance from regular schedules and routes. As soon as practical after such storm, Contractor shall advise the Contract Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the event the County desires that Contractor aid the County's storm cleanup contractor, Contractor's cleanup activities shall be by way of a written contract specific to that event. Rates, costs, and specific cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the County reserves the right to assign route or pickup priorities as deemed necessary by the Contract Manager.

**ARTICLE 4. TRANSFER STATION OPERATIONS**

**4.1. County Responsibilities**

**4.1.1. Facility Ownership**

The real property at the Transfer Stations are, and will continue to be, wholly owned by the County. For the purposes of this Agreement, real property means the land, all physical buildings and structures thereon, including all equipment and fixtures with the exception of rolling stock. Site maps of the Transfer Stations are provided in Exhibit 3.

**4.1.2. Permits**

The County will be named on the Transfer Station operating permits.

**4.1.3. Transfer Station Scale System**

The County owns and will continue to maintain the WasteWorks system that records scale data for the Transfer Stations.

**4.1.4. North Transfer Station Scale House**

The County will retain the operation and management of the NTS scale house, including staffing.

**4.1.5. Delivery of Acceptable Waste**

The County or others authorized by the County shall deliver Acceptable Waste to the Transfer Stations.

The Contractor shall deliver all Acceptable Waste generated subject to this Agreement to the Transfer Stations with the exception of Yard Waste which shall be delivered to the Baker Landfill or the Wright Landfill.

**4.1.6. Manner of Deliveries**

The County shall grant to Contractor reasonable authority to deny admission to the Transfer Stations of any vehicle carrying materials that may leak, spill, or allow waste to be blown or scattered about before unloading at the site.

**4.1.7. Cooperation**

The County shall cooperate with Contractor in Contractor's efforts to obtain and renew all required permits, licenses, and approval; shall not appear as an objector in any proceeding to consider the granting or renewal of such permits, licenses, or approvals; and shall promptly and reasonably consider any applications by Contractor. However, the responsibility to obtain all licenses and permits required to comply with this Agreement, shall solely be the responsibility of Contractor in accordance with section 4.2.3 of this Agreement.

**4.2. Contractor Responsibilities**

**4.2.1. Transition**

No later than thirty (30) Days after the Effective Date of this Agreement, the Contractor and Contract Manager, together with any subject matter experts the Contract Manager may select to provide it assistance, shall conduct a joint inspection of the Transfer Stations to document the existing condition of the facility to define and document the Required Turn Back Condition for the Transfer Stations. Details regarding the Required Turn Back Condition shall be defined, including who is responsible for making repairs or replacements immediately or in the future, and estimated cost of repairs or replacements, if feasible.

**4.2.1.1.** In order to establish the Required Turn Back Condition of all real property at the Transfer Stations, the County and Contractor shall conduct a joint inspection(s) of the facilities' sites and buildings, to include utilities, no later than thirty (30) Days after the Effective Date of this Agreement. The County and Contractor shall develop a list of

any necessary repairs or replacements that, following completion of such repairs and replacements, shall be the Required Turn Back Condition, allowing for normal wear and tear commensurate with the time of use, and considering the Contractor's responsibilities for maintenance, repair, and replacement.

- 4.2.1.2. As part of documenting the Required Turn Back Condition, the County's engineering consultant will evaluate and document the percentage of wear on the tip floors. The Contractor shall be required to leave the tip floors in equal or better condition upon the termination of this Agreement. If the Contractor fails to leave the tip floors in equal or better condition than documented in the Required Turn Back Condition report, the Contractor shall reimburse the County one hundred and twenty five percent (125%) of the cost of returning the tip floor(s) to its Required Turn Back Condition to cover both the cost of the work and the County's administrative and overhead costs.
- 4.2.1.3. At least ninety (90) Days prior to the conclusion of the term of this Agreement, the County and Contractor shall jointly inspect the Transfer Stations to identify any repairs or replacements needed to bring the facilities to the Required Turn Back Condition. The Contractor, pending the Contract Manager's approval, shall develop a list of any and all necessary repairs or replacements that the Contractor, at its sole cost and expense, must perform and shall establish a schedule for completing all such work.
- 4.2.1.4. At the termination of this Agreement, the Contractor shall have restored the Transfer Stations to its Required Turn Back Condition. Contractor may remove any fixed assets as long as Contractor restores the area to its pre-existing condition, unless otherwise approved by the Contract Manager. The County reserves the right to require the Contractor to remove any fixed assets and restore the area to its pre-existing condition at the Contractor's expense.
- 4.2.1.5. During the transition prior to the termination of this Agreement, the Contractor shall cooperate with the County and, if applicable, the incoming contractor. Such cooperation includes, but is not limited to, allowing site visits of the Transfer Stations by the County and the incoming contractor, upon receipt of reasonable advance notice, and ensuring all facilities are in Required Turn Back Condition. The Contractor shall coordinate and cooperate with the newly selected contractor, if applicable, and the County, to minimize any disruptions in the service provided.
- 4.2.1.6. At the termination of this Agreement, the Contractor shall transfer all active facility permits for the Transfer Stations to the County, or its designated contractor as requested by the County, in a timely manner so as to avoid any disruption of service.

#### 4.2.2. Capital Improvements

Contractor shall be solely responsibility for all the cost of all capital improvements to the Transfer Stations.

#### 4.2.3. Permits and Licenses

- 4.2.3.1. The Contractor shall be responsible for and bear all costs of maintaining, modifying, and renewing all operational and environmental permits and approvals from any governmental entity required to operate the Transfer Stations. The County will coordinate with the Contractor and permitting agencies, as needed.
- 4.2.3.2. The Contractor shall perform and pay for any groundwater, surface water, leachate, or other routine environmental monitoring at the Transfer Stations that is required by the Florida Department of Environmental Protection (FDEP) or any regulatory agency with jurisdiction over the activities at the facilities.

- 4.2.3.3. The Contractor shall be responsible for compliance with all environmental and operational permits. Should the County receive a Notice of Violation (NOV), the County will forward the NOV to the Contractor within twenty-four (24) hours. The Contractor shall take immediate action to remedy the violation and regain compliance. The Contractor shall bear any and all costs associated with remedying a violation and regaining compliance.
- 4.2.3.4. Contractor's failure to properly maintain or obtain permits and licenses shall result in a breach of this Agreement.

4.2.4. Hours and Holidays

- 4.2.4.1. The Transfer Stations will be open to the public from 6:00 a.m. to 5:00 p.m. CDT, Monday through Friday and 6:00 a.m. to 12:00 noon CDT, Saturday. The County reserves the right to alter the operating hours of the facilities. Contractor and County agree to negotiate a reasonable fee adjustment if such change in operating hours affects operating costs.
- 4.2.4.2. Contractor will close the Transfer Stations on the following Holidays: New Year's Day, Thanksgiving, and Christmas.
- 4.2.4.3. The County reserves the right to require the opening and operating of the Transfer Stations outside of the regular hours during times of emergency or urgent need. The Contractor shall staff and equip the facility to meet the needs of the County during such emergency openings.

4.2.5. Acceptance of Waste

In accordance with applicable operational protocol established by Contractor and with the approval of the County, Contractor shall provide, operate, and maintain facilities for the receipt of Acceptable Waste. Contractor shall assume ownership of Acceptable Waste once tipped at the Transfer Stations. The County makes no assurances or guarantees regarding the quantity of materials that will be delivered to the Transfer Stations.

- 4.2.5.1. Acceptable Waste: Contractor shall process Acceptable Waste received at the Transfer Stations in accordance with all Applicable Law and in a manner which would not pose a threat to public health and safety.
- 4.2.5.2. Unacceptable Waste: Contractor shall exercise its best efforts to avoid the acceptance of Unacceptable Waste at the Transfer Stations. Contractor shall process all Unacceptable Waste received at the facilities in accordance with Applicable Law and in a manner which will not pose a threat to public health and safety. Contractor shall indemnify the County for any liability claims or damages imposed as a consequence of Contractor's failure to process such material in accordance with Applicable Law.

4.2.6. Operations

- 4.2.6.1. Contractor shall be responsible for and shall bear all costs and expenses associated with operating and maintaining the Transfer Stations in full compliance with the FDEP Transfer Station Permits, Operations Plans, Applicable Law, and this Agreement.
- 4.2.6.2. Contractor shall weigh and record all inbound and outbound vehicles carrying materials, including transfer trucks, at the STS. Each vehicle delivering waste or recyclables shall be properly identified and authorized in a manner satisfactory to the County and Contractor. Weights of all materials shall be recorded in the County's WasteWorks system.
- 4.2.6.3. The weight of all materials shall be determined using the scales at the Transfer Stations. Contractor shall, at least every six (6) months, test the accuracy of the STS

- weight scales. The scales shall be tested by a scale company registered with the Florida Department of Agriculture and Consumer Services.
- 4.2.6.4. Contractor shall regularly, at a minimum every ninety (90) Days, update tare weights used to determine material weights.
  - 4.2.6.5. Non-contaminated recyclables shall at no time be mixed with Solid Waste.
  - 4.2.6.6. Contractor shall remove waste from the tipping floors in accordance with operating permits.
  - 4.2.6.7. Contractor shall not store Recyclables or Recovered Materials in the facilities' outdoor areas unless fully contained and protected from the elements within a vehicle or container; storage on the ground or use of tarps is not acceptable. Recyclables and Recovered Materials will be transported offsite as soon as sufficient quantities are accumulated.
  - 4.2.6.8. Contractor shall separate tires, White Goods, and E-Waste delivered to the Transfer Stations from the waste stream and place them in separate containers as provided by the County.
  - 4.2.6.9. Contractor shall remove any Unacceptable Waste delivered to the Transfer Station from the waste stream and shall properly manage and dispose of such Unacceptable Waste.
  - 4.2.6.10. Contractor shall operate the facilities to allow for a turnaround time of not more than twenty (20) minutes after being weighed in at the scale house on a first-in, first-out basis.
  - 4.2.6.11. Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunication associated with the operation of the Transfer Stations and will timely pay all utility costs and associated taxes and other governmental charges.
  - 4.2.6.12. Contractor shall be responsible for treating, hauling, and disposing of all leachate. Leachate shall be pre-treated in accordance with permit requirements and to meet all Applicable Law.
  - 4.2.6.13. Contractor shall immediately notify the Contract Manager of any personal injury or damage to public or private property caused by Contractor during the provision of services. Wherever such property is damaged due to the activities of Contractor, it shall be restored to its original condition by Contractor at Contractor's expense within forty-eight (48) hours.
  - 4.2.6.14. Contractor shall accommodate tours, hosted by the County, by appointment.
  - 4.2.6.15. The County shall be entitled to have its designated representatives at the Transfer Stations at all time and Contractor shall designate a suitable site for an office if required by the County. The County shall further have the right to station its employees at all weigh scales to verify the correctness of the weight records and Contractor shall provide reasonable space for said employees.
  - 4.2.6.16. Contractor shall keep a written record of all complaints it receives (either directly or through the County) regarding Contractor's service under this Agreement in a format approved by the Contract Manager. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from a customer or the County.
  - 4.2.6.17. The County may from time to time, and at least annually, conduct an inspection of the operation and maintenance of the Transfer Stations. The inspection may include staff interviews, review of maintenance records, complaint log, monitoring data, and

personal observations. Prior notice of an inspection is not required. The inspection may also include, but is not limited to, the following topics:

- Adherence to Transfer Station Permits conditions
- Adherence to the Operations Plans
- Noise abatement
- Litter and pest control
- Facility maintenance
- Odor control

4.2.7. Facilities

- 4.2.7.1. Contractor shall maintain and keep in good condition and repair the Transfer Stations buildings, interior and exterior, including repair of any damages as well as wear and tear from normal operations. The buildings shall be maintained to the satisfaction of the Contract Manager. Contractor shall ensure janitorial services are provided daily in heated and/or air conditioned spaces. Contractor shall maintain detailed maintenance records for all aspects of the Transfer Stations.
- 4.2.7.2. Contractor shall maintain and/or replace as appropriate all rolling stock utilized by the Contractor in performance of this Agreement.
- 4.2.7.3. Contractor shall establish a written procedure, which must meet the approval of the Contract Manager, for monitoring the wear on the tip floors and repairing tip floors before the wear has progressed to the point that further wear could jeopardize the renewal of the floor surface or involve replacement of the steel reinforcement in the floor. Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement. The Transfer Stations floors shall each be resurfaced by Contractor at least once during the term of this Agreement.
- 4.2.7.4. Contractor shall maintain all of the systems and equipment at the Transfer Stations in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including but not limited to, all labor and parts (e.g., tires, filters, fluids and hoses). Systems and equipment include, but are not limited to, pressure washing system, odor control system, leachate system, exhaust fans, and the emergency generator.
- 4.2.7.5. Contractor shall maintain the grounds and landscaping of the Transfer Stations in neat, clean, and litter-free condition. This includes, but is not limited to, weekly, or as needed based on seasonality, mowing of the grounds and landscape service as seasonal vegetative growth requires. Contractor shall maintain storm water conveyance system (ditches). Contractor shall also be responsible for monitoring and collecting litter along access road(s) on a weekly basis at a minimum, and more often, if needed.
- 4.2.7.6. Contractor shall maintain and repair fencing, gates, lighting, and signage. Contractor shall maintain the security of the facilities, including the existing security system, of which the County owns and shall have full monitoring access.
- 4.2.7.7. Contractor shall be responsible for roadways and parking areas at the facilities, including repair, resurfacing, restriping, and any other maintenance needs.
- 4.2.7.8. Contractor shall be responsible for the cost of all improvements to the Transfer Stations that are necessary to operate effectively and efficiently, including all facility modifications, capital improvement, equipment maintenance, repairs, and purchases. Such improvements shall be made only upon prior written consent by the Contract Manager, which shall not be unreasonably withheld. Detailed documentation shall be submitted to the County with any request for such improvements.

4.2.7.9. Contractor shall take corrective action immediately to all requests by the Contract Manager to improve care and maintenance of Transfer Stations' grounds, buildings, equipment, and systems according to the terms of this Agreement. Contractor shall resolve all issues within three (3) Days, unless a different timeframe is agreed upon by the Contract Manager.

4.3. County Access

Contractor shall afford reasonable access at any reasonable time to the Transfer Stations by the County, its authorized agents or public authorities having regulatory jurisdiction over the facilities. Such visits shall be conducted in a manner so as to cause minimum interference with the performance of Contractor's responsibilities pursuant to this Agreement. All persons conducting such visits shall provide appropriate identification and shall comply with Contractor's established safety rules and regulations.

4.4. Transportation of Waste

Contractor shall be responsible for all transportation of Solid Waste, except White Goods and tires, once it has been accepted for disposal at the Transfer Stations to a Final Disposal Facility approved by the County. Contractor shall transport E-Waste to the County facility designated by Contract Manager. Contractor shall transport Recyclables to the Designated Facility.

4.5. Tip Fees

The County shall be responsible for the setting and collection of charges associated with all waste received at the Transfer Stations, except as provided herein.

4.5.1. Acceptable Waste

The rates charged for Acceptable Waste will be established by the County. If a waste load is too small to be accurately weighed by the Transfer Stations' scales, a flat rate shall be charged to the customer per vehicle as established by County ordinance No. 00-08 and any amendments thereto.

4.5.2. Construction and Demolition Debris

The County shall allow the Contractor to utilize the Transfer Stations to receive, consolidate, and transfer C&D material should the Contractor desire. The County shall charge the Contractor ten dollars (\$10.00) per Ton host fee for C&D material delivered to the Transfer Stations. This C&D material shall not be subject to any additional charges or costs, including tipping fees, by the County or Contractor, and it shall be the Contractor's sole responsibility for the transportation and disposal of such materials.

4.5.3. Cash Receipts

Customers not having a charge account with the County will pay for waste disposal at each time a load is taken to the Transfer Stations. The fees collected by the Contractor shall be based on the prices established by the County. The Contractor shall be responsible to receive payment from the customer and hold cash receipts in a safe location until the County makes collection, which will be daily, Monday through Thursday. The County shall reconcile the cash receipts to the WasteWorks reports. The Contractor shall be liable for any errors in collection of fees.

**ARTICLE 5. RECYCLABLES**

5.1. Designated Recycling Facility

The County shall determine the Designated Recycling Facility. The Designated Recycling Facility is the Emerald Coast Utility Authority's Material Recovery Facility located at Escambia County's Perdido Landfill, 13009 Beulah Road, Cantonment, FL 32533.

5.2. Materials Acceptance

- a. Beginning on the Commencement Date, Contractor shall transfer and deliver all Recyclables received at the Transfer Stations to the Designated Recycling Facility.
- b. Recyclables shall be transferred and delivered to the Designated Recycling Facility only during facility operating hours.
- c. The County reserves the right to add or delete Recyclable Materials as part of the County's Program Recyclables.

**ARTICLE 6. SOLID WASTE TRANSFER HAULING AND DISPOSAL**

6.1 Transfer Hauling

6.1.1 Contractor shall maintain a dedicated fleet of tractors and trailers that are designated to transfer haul solid waste and recyclables from the transfer stations to the Designated Disposal Facility and Designated Recycling Facility..

- a. Contractor shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement. All vehicles and equipment must comply with all applicable federal and state commercial motor vehicle statutes. Contractor's vehicles and drivers shall be licensed in accordance with applicable law.
- b. All of Contractor's transfer haul vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- c. All of Contractor's vehicles must have an appropriate tarping system to prevent waste from blowing out of the bed of the transfer trailer.
- d. All vehicles used to provide Collection Service under this Agreement shall be equipped at all times with safety and other equipment mandated by federal and state law.
- e. Contractor shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the transfer trips. The reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
- f. The County reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with federal and state commercial motor vehicle statutes, as well as requirements of this Agreement.
- g. Contractor shall monitor, maintain and repair its transfer hauling equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.
- h. Contractor shall keep all collection vehicles and equipment cleaned.
- i. The County reserves the right, at its discretion, to require a tractor, trailer, or other equipment to be taken out of service for habitual maintenance issues.

6.2 Final Disposal

6.2.1. Designated Disposal Facility

The County shall determine the Designated Disposal Facility. The Designated Disposal Facility is Waste Management's Springhill Landfill located at 4945 Highway 273, Campbellton, Florida 32426.

6.2.2. Materials Acceptance

- a. Beginning on the Commencement Date, Contractor shall transfer and deliver all Solid Waste received at the Transfer Stations to the Designated Disposal Facility.
- b. Solid Waste shall be transferred and delivered to the Designated Disposal Facility only during facility operating hours.

6.3 Compliance with the law

Contractor shall ensure that the Designated Disposal Facility remains in full compliance with all local, state, and federal permitting requirements. Within one week of said notice, Contractor shall notify the County of any Notices of Violation or other actions issued against the Designated Disposal Facility by local, state, or federal regulators and keep the County informed of any on-going actions against the facility.

Contractor ensures the County that the Final Disposal Facility has adequate capacity to accept all of the County's current and anticipated waste stream for the life of the contract term (including extensions). On an annual basis, Contractor shall provide the County with a capacity analysis and report that shows the unused capacity at the Final Disposal Facility, projected fill rates, as well as any plans for future expansions in order to meet the Contractor's disposal obligations.

**ARTICLE 7. PERSONNEL**

7.1. Contact Information

Within three (3) Days following the Effective Date, Contractor shall provide the Contract Manager with a written list containing the names, addresses, emails, and telephone numbers of Contractor's operations manager(s), service transition manager, and all other key personnel. Contractor shall identify emergency contacts with the ability to respond within sixty (60) minutes of being contacted by the Contract Manager, or other County representative. Contractor shall notify the County within twenty-four (24) hours of any staffing or contact information changes.

7.2. Employees

- a. Contractor shall implement and maintain a drug-free workplace program.
- b. Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the County.
- c. Contractor shall use competent, qualified, sober personnel to provide services pursuant to this Agreement.
- d. Contractor shall only utilize personnel in providing services pursuant to this Agreement that have passed criminal background checks.
- e. All of Contractor's personnel shall maintain a courteous and respectful attitude at all times. Contractor shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Contractor's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.
- f. Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of Contractor. Contractor's employees that have the potential to come into contact

with the public shall, at a minimum, have a uniform or shirt with company logo and a name tag. Contractor's employees shall wear the identification at all times while on duty.

- g. Contractor shall provide appropriate operating and safety training for all personnel, including meeting training requirements to meet all Applicable Law.
- h. Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- i. Contractor shall comply with all Applicable Law relating to wages, hours, and all other laws relating to the employment or protection of employees, now or hereafter in effect.
- j. Contractor shall, wherever possible, employ its personnel from residents of Okaloosa County.

**7.3. County's Right to Request Removal**

The County reserves the right to disapprove and request removal of any Contractor personnel assigned to the County's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to Contractor. Notwithstanding the foregoing, Contractor shall not be required to take any action with regard to Contractor's personnel that would violate any Applicable Law.

**ARTICLE 8. RECORD KEEPING AND REPORTING**

**8.1. Record Keeping**

Contractor shall maintain records in accordance with generally accepted management principles and practices. The County shall have access to such books, records, data, documents, and other reports during normal operating hours. Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. The County shall have the right to perform audits of Contractor's records at the County's expense, whenever the County deems it necessary.

**8.2. Record Format**

Contractor records required herein shall be maintained in electronic format utilizing Microsoft software, or in a format approved by the Contract Manager.

**8.3. Daily Report**

Within one (1) Day of occurrence, Contractor shall electronically notify the Contract Manager of any of the events listed below, in a format approved by the Contract Manager, which may include use of the asset management reports, if applicable. If no such events occur, no notification is necessary.

- a. Collection services non-collection events as specified in Article 3.5.7.
- b. Incidences of personal injury or property damage, including vehicular damage, to public or private property by Contractor as specified in Article 3.8.4.3. and Article 4.2.6.13.
- c. Spillage and littering occurrences as specified in Article 3.8.5.2.

**8.4. Monthly Report**

Contractor shall electronically submit a report to the Contract Manager in a format approved by the Contract Manager, within seven (7) Days after the end of the month during the term of this Agreement. The report shall contain the following information for the previous service month:

- a. A summary of all calls as specified in Article 3.8.8.4. and Article 4.2.6.16.
- b. Repair, replacement, exchange, and asset management reports for all Roll Carts including information as specified in Article 3.8.12.4.
- c. List of customers receiving services for which the Contractor is billing (not based on cash receipts). The report should include customer name, address, material(s) collected, materials

collected (Solid Waste or Recyclables), container size, frequency of collection, and service fees, or any other information required by the Contract Manager.

- d. Vehicle and equipment list if changes in the fleet of vehicles and equipment occurred during the previous month.
- e. Documentation of all public education activities planned, initiated, or executed during the previous month as specified in Article 3.9.
- f. Contractor's failure to perform any of the requirements under section 8.4 shall be considered a breach of the Contract.

**8.5. Annual Report**

- a. Contractor shall provide to the County annually a certified financial statement and report that includes an income statement showing the gross revenue received by Contractor for all services provided by Contractor under this Agreement. The report must include the opinion of a Certified Public Accountant, who had conducted an audit of Contractor's books and records in accordance with generally accepted accounting standards which include tests and other necessary procedures, that the financial statements are fairly presented in all material aspects and in conformity with generally accepted accounting procedures. The report also must include the Certified Public Accountant opinion that Contractor has properly calculated and fully paid the revenues that are due and owing to the County pursuant to the provisions of this Agreement. The annual audit shall be delivered to the County within one hundred and twenty (120) Days after the end of the Contractor's fiscal year. The County may waive the requirement of an audited financial statement upon good cause.
- b. Contractor shall file an annual report with the County no later than thirty (30) Days following the close of the County's fiscal year (September 30). The annual report shall summarize the previous fiscal year's operations for all services provided pursuant to this Agreement including a discussion of operating issues that occurred during the year, anticipated operating system issues during the coming fiscal year, planned capital improvements if applicable, and any other information pertinent to services provided pursuant to this Agreement. The annual report should include the information regarding the maintenance and stewardship of the Transfer Stations, FDEP Permit, and any other related aspects of this Agreement. It shall also summarize the previous year's material recovery operations including the quantity of Recovered Materials, an analysis of the recovery process, process improvements, recovery goals for the coming fiscal year, and any other information pertinent to the recovery efforts.
- c. Contractor shall maintain a comprehensive preventative maintenance schedule and detailed maintenance records for all equipment and systems at the Transfer Stations. Contractor shall provide maintenance records upon request.
- d. No later than May 1 of each year beginning May 1, 2017, Contractor shall provide the Contract Manager with a report summarizing the total Tons of Recyclables received during the past Agreement year and the net tonnage diverted from disposal.
- e. Contractor's failure to perform any of the requirements under section 8.5 shall be considered a breach of the Contract.

**8.6. Additional Information**

Contractor shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement or the County's Solid Waste and Recyclables programs.

**ARTICLE 9. COMPENSATION**

**9.1. Residential Collection Service Fees**

Fees for Residential Collection Services are provided in Exhibit 1. Fees are subject to Fee adjustments set forth in Article 9.1.1. No additional fees or charges shall be billed by Contractor unless approved by the Board.

**9.1.1. Residential Collection Service Fees Annual Adjustment**

All unit fees set forth in Exhibit 1 shall remain the same through the first contract year of the Agreement. Notices to customers regarding fee adjustments must be approved by the County prior to being issued.

9.1.1.1. On October 1, 2018 and October 1 of each subsequent year during the term of this Agreement, the Residential Collection Service Fee shall be adjusted. The Residential Collection Services fee adjustment calculation shall be made as specified in Exhibit 4 and shall not exceed three percent (3%) of the previous year's Residential Collection Services fee.

**9.2. Transfer Station Operations Fee**

The Contractor shall invoice the County monthly for the acceptance and handling of Solid Waste and Recyclables received at the Transfer Stations. The fee per Ton to be paid to the Contractor is provided in Exhibit 1. The monthly tonnage to be invoiced shall be based on the inbound tons of Solid Waste and Recyclables received at the Transfer Stations pursuant to this Agreement. This fee shall take effect on the Commencement Date of this Agreement and shall continue without adjustment through September 30, 2018, and thereafter may be adjusted in accordance with Article 9.5.

**9.3. Solid Waste Processing/Disposal Fee**

The Contractor shall invoice the County monthly for the transportation and Processing/Disposal of Solid Waste received at the Transfer Stations. The fee per Ton of Solid Waste to be paid to the Contractor is provided in Exhibit 1. The monthly tonnage to be invoiced shall be based on the outbound tons of Solid Waste pursuant to this Agreement. This fee shall take effect on the Commencement Date of this Agreement and shall continue without adjustment through September 30, 2018, and thereafter may be adjusted in accordance with Article 9.5.

**9.4. Recyclables Delivery Fee**

The Contractor shall invoice the County monthly for the transportation and delivery of Recyclables to the Designated Recycling Facility. The fee per Ton of Recyclables to be paid to the Contractor for delivery of Recyclables is provided in Exhibit 1. The monthly tonnage shall be invoiced based on the outbound tons of Recyclables pursuant to this Agreement, and thereafter may be adjusted in accordance with Article 9.5. This fee shall take effect on the Commencement Date of this Agreement and shall continue without adjustment through September 30, 2018, and thereafter may be adjusted in accordance with Article 9.5.

**9.5. Annual Fee Adjustment**

On October 1, 2018 and October 1 of each subsequent year during the term of this Agreement, the Residential Collection Services Fee, Transfer Station Operations Fee, Solid Waste Processing/Disposal Fee, and Recyclables Delivery Fee shall be adjusted as specified in Exhibit 4 and shall not exceed three percent (3%) of the previous year's fee.

**9.6. Change in Law Fee Adjustment**

Contractor may petition the County for an additional fee adjustment resulting from a Change in Law. Contractor's request shall contain substantial proof and justification to support the need for the fee adjustment. The County may request from Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other

additional information required by the County, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Board. The Board shall consider the request at a regularly scheduled meeting. If the Board approves the request, adjusted fees shall become effective upon the Board's approval. All notices to customers regarding fee adjustments must be approved by the County prior to being issued.

9.7. Limitation on Fee Changes

Contractor shall not be allowed a fee increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state, or local entity imposes a fee, charge, or tax after April 1, 2017 that applies to Contractor's operations, such fee, charge, or tax shall be treated as a Change in Law and shall be passed through as a separate billed item after notice to, and confirmation by, the County.

**ARTICLE 10. BILLING AND PAYMENT**

10.1. Collection Services

10.1.1. Residential Collection Service

10.1.1.1. The County shall provide billing and collection services for Residential Customers that are billed by the County Water and Sewer System. The Contractor will be charged a five percent (5%) administration fee deducted from the Contractor's portion of the Collection Component (does not include the County's remediation fee). On a monthly basis, by the fifteenth (15<sup>th</sup>) Day of the month, the County will remit to the Contractor the Contractor's portion of the Collection Component, less the five percent (5%) administration fee, for all accounts for which payment has been received.

10.1.1.2. Contractor shall be responsible for billing and collecting County established fees for the Collection Component and Disposal Component for those Dwelling Units not billed by the County. Contractor shall retain Contractor's portion of the Collection Component, which does not include the County's remediation fee. On a monthly basis, by the fifteenth (15<sup>th</sup>) Day of the month, the Contractor will remit to the County the remainder of the Collection Component (i.e., County remediation fee) and entire Disposal Component for all accounts for which payment has been received.

10.1.1.3. Contractor may remove Residential Customer's Roll Carts upon non-payment of two (2) consecutive months.

10.2. Transfer and Processing/Disposal

The County shall provide a report no later than the 10<sup>th</sup> day of each month for all Acceptable Waste, inbound and outbound, handled at the Transfer Stations during the previous month. The Contractor shall invoice the County for transfer station operations, Solid Waste processing/disposal, and Recyclables delivery, as set forth herein, for Acceptable Waste received at the Transfer Stations. The County shall pay such invoices within thirty (30) Days from the date of invoice or request additional information if adequate information is not provided.

**ARTICLE 11. PERFORMANCE BOND**

Contractor shall furnish to the County a performance bond issued by a surety licensed to do business in the State of Florida for the faithful performance of this Agreement and all obligations arising hereunder. The performance bond shall be made payable in favor of Okaloosa County, Florida, or in lieu thereof, pay to the County, the sum of Three Million Dollars (\$3,000,000). A complete bond shall be issued at least thirty (30) Days prior to the Commencement of this Agreement.

Failure to properly maintain the performance bond for the duration of this Agreement shall constitute a breach of performance.

**ARTICLE 12. LIQUIDATED DAMAGES**

**12.1. Basis for Liquidated Damages**

Contractor hereby acknowledges that it is difficult if not impossible for the County to ascertain the damages which could occur as a result of Contractor's failure to perform any of its duties under this Agreement. As such, the County may assess liquidated damages pursuant to this Article on a monthly basis in connection with this Agreement and shall at the end of the month during the term of this Agreement, notify the Contractor in writing of the County's intent to deduct liquidated damages for performance standard violations, including the basis for each assessment, from payments due or to become due to Contractor. Contractor shall be granted a ninety (90) day grace period, ending on July 1, 2017, during which time the County agrees not to access any liquidated damages.

**12.2. Dispute Resolution Process**

In the event the Contractor wishes to contest assessment(s), the Contractor shall, within five (5) Days after receiving such notice, request in writing an opportunity to be heard by the Contract Manager. The Contract Manager shall meet with Contractor as soon as practical and make a decision regarding the assessment(s). In the event the Contractor wishes to contest the Contract Manager's decision, the Contractor shall, within five (5) Days after being heard by the Contract Manager, request in writing an opportunity to be heard by the County Administrator. The County Administrator shall meet with the Contractor as soon as practical and make a decision regarding the assessment(s). The decision of the County Administrator will be final.

**12.3. Liquidated Damages Amounts**

The Contractor expressly waives and relinquishes any right to characterize the liquidated damages as a penalty. The Contractor agrees that the liquidated damages established herein represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to perform work in a timely manner. The Contract Manager may assess liquidated damages as listed herein, which shall be subtracted from the monthly payment to the Contractor:

Performance Standard Violation	Liquidated Damages
Failure to deliver collected materials to a Designated Facility. (Article 3.7.)	1 <sup>st</sup> occurrence = \$1,000 2 <sup>nd</sup> occurrence = \$5,000 3 <sup>rd</sup> + occurrences = \$10,000 per occurrence
Mixing collected materials within a single load. (Article 3.8.1.)	\$5,000 per occurrence
Failure to submit to the County all plans, reports, or other documents in the time required under the provision of this Agreement unless otherwise approved by the Contract Manager.	\$100 per incident per Day after due date
Failure to comply with the hours and days of operation. (Articles 3.5. and 4.2.4.)	\$100 per occurrence per Day
Failure to complete each route on the regularly scheduled day except when such completion is made impossible by weather or other conditions, as determined by the Contract Manager.	\$250 per route per Day
Failure to resolve complaints or missed pickups within the specified time frame. (Articles 3.8.8.2. and 3.8.8.5.)	\$100 per unresolved missed pickup or complaint per Day
Failure to clean spillage, leakage, or blowing of material (oil, hydraulic fluid, Solid Waste, Recyclables, etc.) within twenty-four (24) hours. (Article 3.8.5.2.)	\$100 per occurrence per Day per incident
Failure to have vehicle operators properly licensed. (Article 3.8.6.2.)	\$100 per incident per Day

Okaloosa County  
 Solid Waste and Recyclables Collection, Transfer, and Processing/Disposal Agreement (new carts)

Failure to maintain a local customer service office for the hours required. (Article 3.8.7.1.)	\$100 per Incident per Day
Route change not previously approved by Contractor Manager. (Article 3.8.2.1.)	\$100 per Incident per Day
Failure of provide proper Identification on vehicles. (Article 3.8.11.)	\$100 per Incident per Day
Failure to repair damage to public or private property within timeframe required by this Agreement or as approved by the Contract Manager. (Articles 3.8.4.4. and 4.2.6.13.)	\$100 per incident per Day
Failure to repair, replace, or deliver a Roll Cart or recycling bin within three (3) business days of request. (Article 3.6.2.7)	\$50 per incident per Day
Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 3.5.7.)	\$50 per occurrence
Complaints, not including missed collections, over ten (10) per Day.	\$100 per incident (in addition to other liquidated damages above)
Complaints, not including missed collections, over fifteen (15) per month.	\$100 per incident (in addition to other liquidated damages above)
Failure to provide vehicle turnaround time of twenty (20) minutes or less. (Article 4.2.6.10.)	\$25 per occurrence
Failure to test scales during specified timeframe. (Article 4.2.6.3.)	\$5,000 per occurrence
Failure to remedy a NOV within specified timeframe. (Article 4.2.3.3.)	\$5,000 per occurrence
Failure to update tare weights within specified timeframe. (Article 4.2.6.4.)	\$100 per occurrence
Mixing Non-contaminated Recyclables with Solid Waste (Article 4.2.6.5.)	\$5,000 per occurrence
Failure to remove Solid Waste from the tipping floor in accordance with Contractor's operating permits. (Article 4.2.6.6.)	\$500 per occurrence
Failure to maintain maintenance records. (Article 4.2.7.1.)	\$500 per occurrence
Failure to submit timely records and reports. (Article 8.)	\$100 per Day late
Failure to make timely payment to the County. (Article 10.)	\$100 per Day late

12.4. Exemptions from Liquidated Damages

Contractor shall not be liable for liquidated damages because of any delays in the performance due to uncontrollable circumstances as defined in Article 1 of this Agreement.

**ARTICLE 13. TERMINATION**

13.1. Termination for Cause

The County may terminate this Agreement, except as otherwise provided below in this paragraph, by giving Contractor fifteen (15) Days advance written notice, upon the happening of any one of the following events:

- a. If more than Seven Thousand Five Hundred Dollars (\$7,500) in liquidated damages have been assessed within the same calendar year; or,
- b. Contractor takes the benefit of any present or future insolvency state, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,
- c. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor seeking its reorganization or the readjustment of indebtedness under federal bankruptcy laws or under any law of statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- d. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession of control shall continue in effect for a period of sixty (60) Days; or,
- e. Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

Then such shall be considered a material breach of this Agreement and the Contract Manager shall notify Contractor in writing of the breach. If within a period of fifteen (15) Days Contractor has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Contract Manager shall notify the Board.

After these fifteen (15) Days the County can cause Contractor to be obligated to pay the County the amount specified in the bond and has the authority to terminate this Agreement.

#### **ARTICLE 14. INSURANCE**

##### **14.1. Contractor's Insurance**

- a. Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- b. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- c. All insurance shall include the interest of all entities named in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- d. "Okaloosa County" shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- e. The County shall be furnished proof of coverage by Certificates of Insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the Contract Manager not less than ten (10) Days prior to the commencement of any and all contractual agreements between the County and Contractor.

- f. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-Day notice to Contractor.
- g. The Insurance definition of Insured or Additional Insured shall include Subcontractors, Sub-subcontractors, and any associated or subsidiary companies of Contractor, which are involved, and which is a part of this Agreement.
- h. The County reserves the right at any time to require Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- i. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of this Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- j. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) Days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Contract Manager.

14.2. Workers' Compensation Insurance

- a. Contractor shall secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, Contractor shall require subcontractors similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) Days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
- b. Such insurance shall comply with the Florida Workers' Compensation Law.
- c. No class of employee, including Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation Insurance shall also include Employer's Liability coverage.

14.3. Business Automobile and Commercial General Liability Insurance

- a. Contractor shall maintain Business Automobile Liability Insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- b. Contractor shall carry other Commercial General Liability Insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both on- and off-Premises operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
- c. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, Contractor shall notify the Contract Manager in writing. Contract Manager shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- d. Commercial General Liability coverage shall be endorsed to include the following:
  - Premises – Operations Liability;
  - Occurrence Bodily Injury and Property Damage Liability;
  - Independent Contractor's Liability; and,

- Completed Operations and Products Liability.

- e. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond the termination or expiration of this Agreement.

14.4. Limits of Liability

The Insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

	<u>LIMIT</u>
A. Worker's Compensation	
(1) State	Statutory
(2) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Pollution Liability	\$10,000,000 each occurrence

14.5. Notice of Claims and Litigation

Contractor agrees to report to the County any incident or claim that results from performance of this Agreement. The Contract Manager shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) Days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) Days of verbal notification.

14.6. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional, wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement. If the County is required to take any action to enforce this Agreement, or defend or bring suit in accordance with any terms, conditions or actions that are a result of this Agreement, Contractor shall be responsible for all costs including reasonable attorney's fees. Nothing in this Agreement shall waive the County's rights and immunities pursuant to 768.28, Florida Statutes, or any like Statute.

14.7. Certificates of Insurance

- a. Certificates of Insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
5479-A Old Bethel Road  
Crestview, Florida 32536

- b. All policies shall expressly require thirty (30) Days written notice to the County at the address set out above, for the cancellation or material alterations of such policies, and the Certificates of Insurance, shall so provide.
- c. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.

- d. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- e. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the County will only be provided upon demonstration that Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- f. In the event of failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

**14.8. General Terms**

- a. Any type of insurance or increase of limits of liability not described above which Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- b. The carrying of the insurance described shall in no way be interpreted as relieving Contractor of any responsibility under this Agreement.
- c. Should Contractor engage a Subcontractor or Sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- d. Contractor hereby waives all rights of subrogation against the County and its consultants and other indemnities of Contractor under all the foregoing policies of insurance.
- e. The requirement to list the County as additional insured shall be limited to the extent of Contractor's indemnity obligation.

**14.9. Umbrella Insurance**

Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**ARTICLE 15. OTHER TERMS AND CONDITIONS**

**15.1. Uncontrollable Circumstances**

A party to this Contract shall not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of uncontrollable circumstances, as defined in Art. 1 of this Agreement. However, if the uncontrollable circumstances occur, the affected party shall, as soon as practicable:

- a. Notify the other party of the Uncontrollable Circumstances and its impact on performance under this Agreement; and
- b. Use reasonable efforts to resolve any issues resulting from the Uncontrollable Circumstances and perform its obligations under this Agreement

**15.2 Compliance with Laws, Governing Law, and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall exclusively be in Okaloosa County, Florida. Contractor shall comply with all rules and regulations, Federal, State, and Local laws to include all codes and ordinances,

which are now, or may from time to time, be promulgated by the County concerning the Solid Waste and Recyclables collection for the County.

**15.2. Modifications**

Any modifications to this Agreement must be in writing and executed by both parties.

**15.3. Severability**

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**15.4. Independent Collector**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**15.5. Subcontractors**

This Agreement, in whole or in part, may not be subcontracted by Contractor without the written consent of the County, provided that such consent shall not be unreasonably withheld. Contractor agrees that any Subcontractor employed by Contractor shall be required to comply with the terms and conditions of this Agreement and Contractor shall be responsible for ensuring said compliance. Changes to approved Subcontractors require written consent of the County.

**15.6. Permits and Licenses**

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any revocation of Contractor's licenses or permits shall be reported to the County within three (3) Days of such revocation.

**15.7. Non-Discrimination Provisions**

Contractor shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said Contractor's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, Contractor shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Contractor warrants that it is qualified to enter into this Agreement in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes.

Contractor shall exercise reasonable efforts to use local resources including local subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.

**15.8. Remedies Cumulative**

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

15.9. Assignment

Contractor may not assign its interest in this Agreement without the express written consent of the County, which will not be unreasonably withheld.

15.10. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

15.11. Entire Contract, Waivers, and Survival

This Agreement and all attachments as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the Agreement thereafter to enforce and or require performance of such provisions.

All of Contractor's obligations under this Agreement shall survive the termination of this Agreement.

15.12. Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 5479B OLD BETHEL ROAD, CRESTVIEW, FL 32536, PHONE (850) 689-5977, [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us) OR [KKing@co.okaloosa.fl.us](mailto:KKing@co.okaloosa.fl.us)**

Contractor acknowledges that as it is performing services on behalf of the County, that it is subject to the Florida Public Records Law. The Contractor shall maintain all records generated and received as part of its services under this Contract in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes. Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

Okaloosa County

Solid Waste and Recyclables Collection, Transfer, and Processing/Disposal Agreement (new carts)

4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with a public records request, including within a reasonable time period, will be considered a breach under this Agreement and may result in termination of the Agreement.

**15.13. Notice**

All notice required by this Contract shall be in writing to the representatives listed below:

The Contract Manager shall be:

Director, Public Works Department  
1759 South Ferdon Boulevard  
Crestview, FL 32536

The authorized representative of the Contractor shall be:

David Myhan, Vice President  
108 Hill Ave. NW  
Fort Walton Beach, FL 32548

And

Waste Management Southern Office  
Legal Department  
1850 Parkway Place, Suite 600  
Marietta, GA 30067

Courtesy Copies to:

Okaloosa County Purchasing Department  
Contracts & Leases

5479-A Old Bethel Road  
Crestview, Florida 32536

850-689-5960/ 850-689-5998 (FAX)

Okaloosa County Administrator  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
Phone 850-651-7515

Chairman  
Okaloosa County Board of County Commissioners  
302 W. Wilson Street  
Crestview, FL 32536  
Phone 850-689-5030

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

Okaloosa County  
Solid Waste and Recyclables Collection, Transfer, and Processing/Disposal Agreement (new carts)

All notices and consents required or permitted by this Contract shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed to the above individuals.

15.14. Taxes & Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

15.15. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 1st day of March, 2017.

OKALOOSA COUNTY

ATTEST:

By: Carolyn N. Ketchel  
Name: Carolyn N. Ketchel  
Title: Chairman of the Board of  
County Commissioners



By: J.D. Peacock, II  
Name: J.D. Peacock, II  
Title: Clerk of Courts



WASTE MANAGEMENT INC. OF FLORIDA

WITNESS:

By: David Myhan  
Name: DAVID MYHAN  
Title: VICE PRESIDENT

By: Jim M. Busby, Jr.  
Name: Jim M. Busby, Jr.  
Title: Analyst

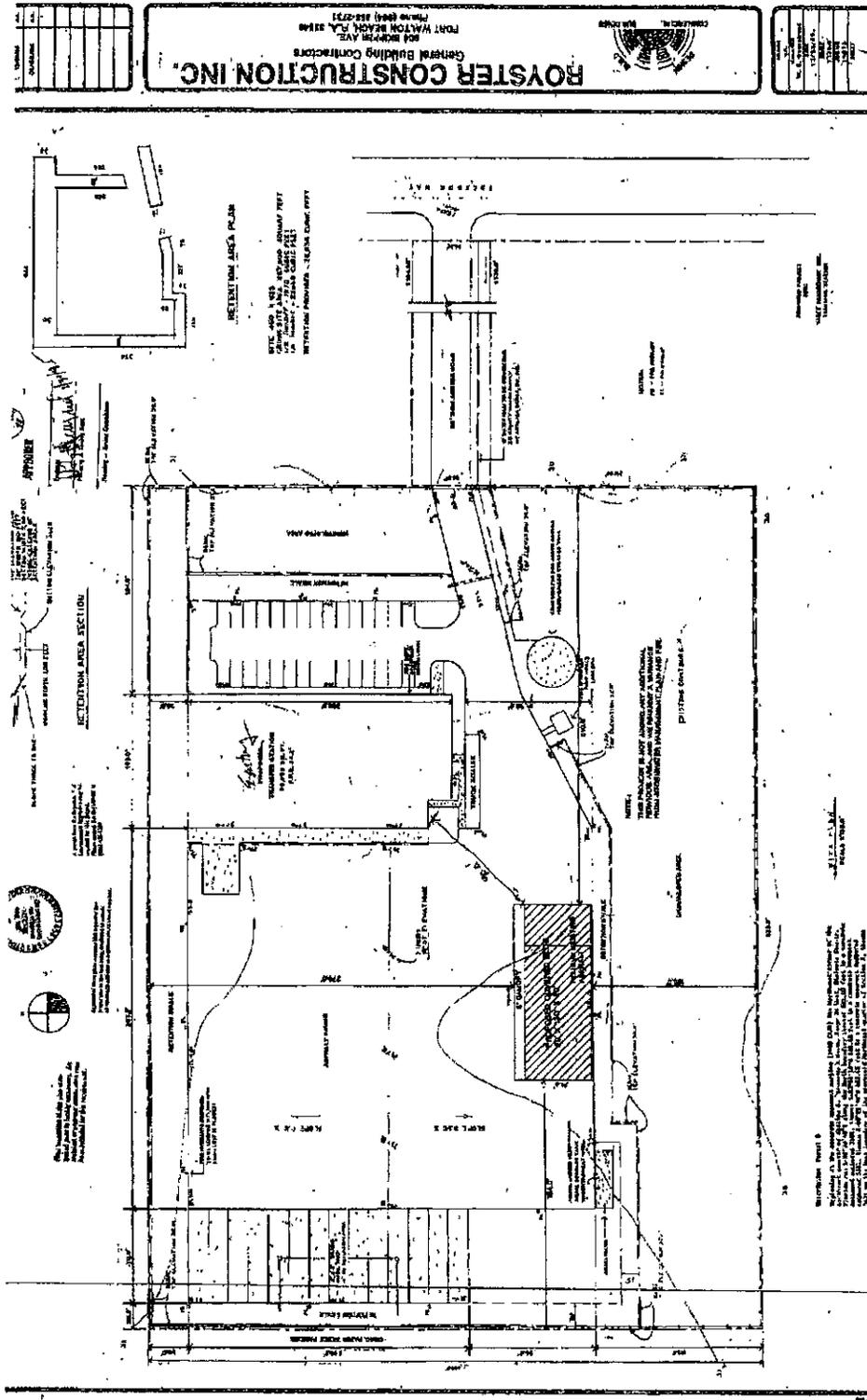
**EXHIBIT 1 – FEES FOR RESIDENTIAL COLLECTION SERVICES, TRANSFER STATION OPERATIONS, SOLID WASTE PROCESSING / DISPOSAL, AND RECYCLABLES DELIVERY**

Solid Waste Collection (including bulk waste) 2x per week	\$9.25 per unit per month
Recycling Collection 1x per week	\$3.31 per unit per month
Yard Trash Collection 1x per week	\$4.69 per unit per month
<b>TOTAL</b>	<b>\$17.25 per unit per month</b>
Contractor rate for servicing Residential Customer's 2nd Solid Waste Roll Cart (\$ per month)	\$8 each
Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week	\$175 call out charge plus \$10 per cubic yard
Transfer Station Operations Fee	\$7.65 per ton
Haul & Disposal of Solid Waste	\$34.10 per ton
Haul & Delivery of Recyclables	\$13.43 per ton



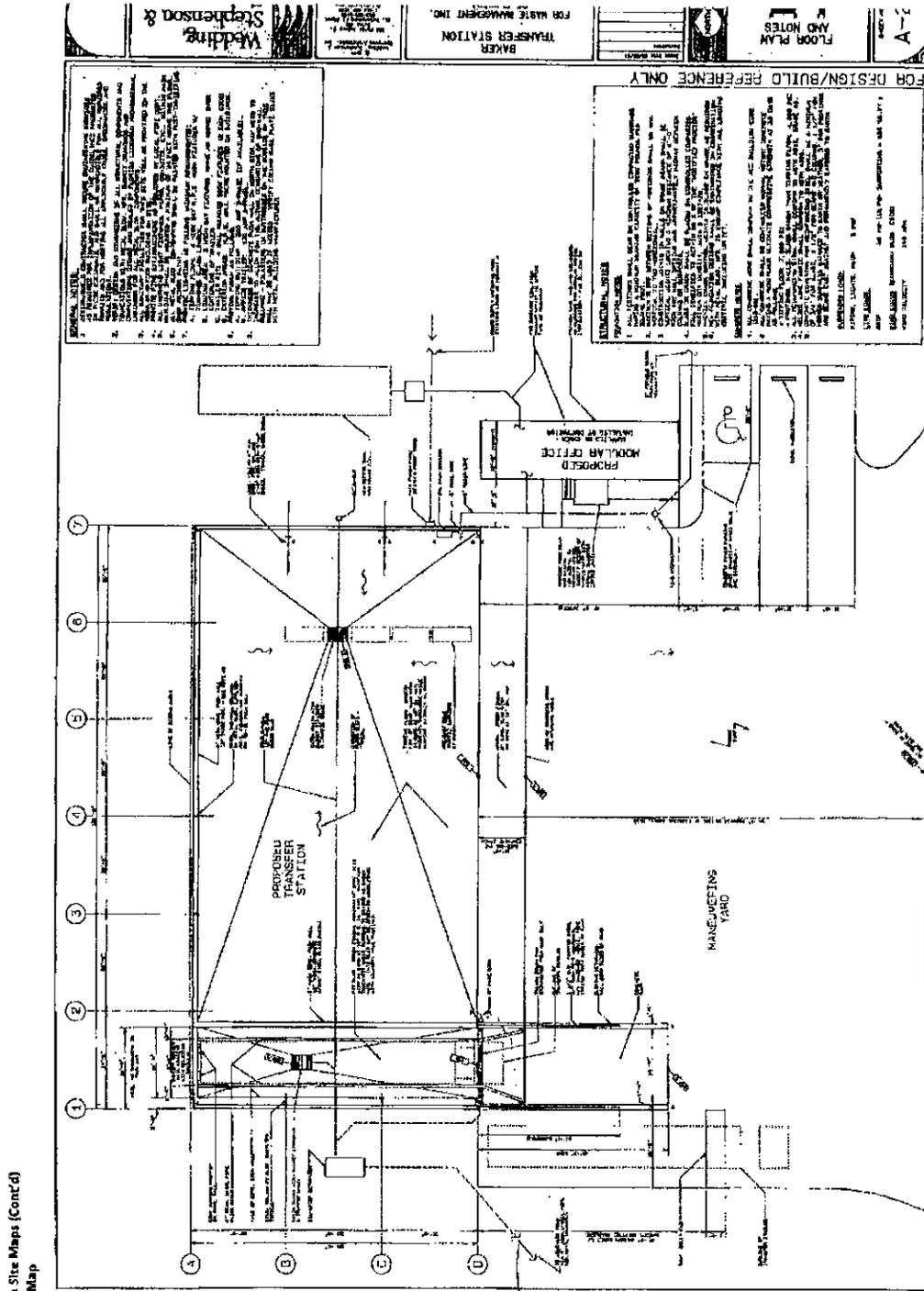
City of Fort Worth, Texas  
 Department of Transportation  
 Highway Department  
 400 North Main Street, Suite 1000  
 Fort Worth, Texas 76102

**EXHIBIT 3 - TRANSFER STATION SITE MAPS**  
 South Transfer Station Site Map



**ROYSTER CONSTRUCTION INC.**  
 General Building Contractors  
 404 BROWN AVE.  
 FORT WORTH, TEXAS 76102  
 (817) 335-1111

NO.	DATE	DESCRIPTION



**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**FOR DESIGN/BUILD REFERENCE ONLY**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

Wedding & Stephenson

BAKER TRANSFER STATION INC.  
 FOR WASTE MANAGEMENT INC.

FLOOR PLAN AND NOTES

A-3

**EXHIBIT 4 – CALCULATION OF RATE ADJUSTMENT**

**Rate Adjustment for Residential Collection Service Fee, Transfer Station Operations Fee, Haul and Processing / Disposal Fee, and Recyclables Delivery Fee**

The annual rate adjustment for the Residential Collection Service Fee (including fees for solid waste collection, recyclables collection, yard trash collection, 2<sup>nd</sup> solid waste car collection, and bulk waste collection in excess of contract limits), Transfer Station Operations Fee, Haul and Processing / Disposal Fee, and Recyclables Delivery Fee shall be calculated using the CPI-U (CPI for All Urban Consumers, south region) with a maximum annual increase of three percent (3%). Total rate adjustment is rounded to the nearest hundredth and shall never be negative or exceed three percent (3%) of the previous year's respective fee.

If any of the designated indices are discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

**EXHIBIT 5 – Technical Specifications for Roll Carts**

Following are minimum requirements for the Roll Carts as required within the scope of this Agreement.

<b>Construction and Design</b>	<ul style="list-style-type: none"> <li>• Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulation, and laws pertaining to this product.</li> <li>• Roll Carts must be produced by a major manufacturer.</li> <li>• Roll Carts must be universal and compatible with and capable of withstanding all U.S. industry-standard semi-automated and fully-automated collection systems.</li> <li>• The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.</li> <li>• Roll Carts must be designed to prevent the Roll Cart from falling into the truck hopper when lifted and turned upside down using a semi-automated collection system.</li> <li>• Interior and exterior of Roll Cart body must be smooth and uniform in appearance, and must be free of pockets, recesses, or significant intrusions that could trap debris.</li> <li>• The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.</li> <li>• The Roll Cart must be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping.</li> </ul>
<b>Size (Capacity)</b>	<ul style="list-style-type: none"> <li>• Three different sized Roll Carts are required: (marketed volume)                         <ul style="list-style-type: none"> <li>○ Large = 94-96 gallon</li> <li>○ Medium = 64-66 gallon</li> <li>○ Small = 32-35 gallon</li> </ul> </li> </ul>
<b>Materials</b>	<ul style="list-style-type: none"> <li>• Must be rotationally or Injection molded using medium to high density 100% recyclable polyethylene.</li> <li>• Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be:                         <ul style="list-style-type: none"> <li>○ 30 pounds or greater for large Roll Cart</li> <li>○ 22 pounds or greater for medium Roll Cart</li> <li>○ 15 pounds or greater for small Roll Cart</li> </ul> </li> <li>• Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material.</li> <li>• All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive with no less than two fifths of one percent (.4%) by weight.</li> </ul>
<b>Body</b>	<ul style="list-style-type: none"> <li>• The body of the Roll Cart must be one piece.</li> <li>• The Roll Cart wall and bottom thickness must be a minimum of .150 inches for injected molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172" throughout the cart.</li> <li>• The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</li> <li>• The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.</li> </ul>

<p><b>Lid</b></p>	<ul style="list-style-type: none"> <li>• Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable.</li> <li>• Lids must be watertight, prohibit vectors from entering, and odor emission from exiting.</li> <li>• The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</li> <li>• The lid must be hinged to open by gravity to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.</li> <li>• Lids must be designed to be easily removed in the event of damage or failure. Lid catches are unacceptable.</li> </ul>
<p><b>Handle</b></p>	<ul style="list-style-type: none"> <li>• Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart.</li> <li>• The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.</li> </ul>
<p><b>Wheels/Axle</b></p>	<ul style="list-style-type: none"> <li>• Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.</li> <li>• Wheels shall be snap-on or attached in a way that prevents unintended detachment.</li> <li>• Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts.</li> <li>• Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</li> <li>• The wheels and axle must be rated to meet and exceed load requirements of 3.5 pounds per gallon.</li> </ul>
<p><b>Stability</b></p>	<ul style="list-style-type: none"> <li>• Roll Carts must be stable and self-balancing when in the upright position, whether loaded or empty, and maintain stability when returned to the ground at the end of the dumping cycle.</li> <li>• Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.</li> </ul>
<p><b>Color</b></p>	<ul style="list-style-type: none"> <li>• Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.</li> <li>• The Solid Waste Roll Cart and lid shall be a color specified by the County with black wheels.</li> <li>• The Recycling Roll Cart and lid shall be a color specified by the County with black wheels.</li> <li>• The final color selection must be approved by the County prior to manufacturing.</li> </ul>

<p><b>Markings</b></p>	<ul style="list-style-type: none"> <li>• Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color.</li> <li>• An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the County.</li> <li>• A Okaloosa County logo and Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1 inch lettering on the lid:               <ul style="list-style-type: none"> <li>○ Property of Okaloosa County.</li> <li>○ Instructions for which side of the Roll Cart must face the street for collection.</li> <li>○ Recycling Roll Cart lids must include program instructions as determined by the County.</li> <li>○ Any other ANSI and regulatory labeling required.</li> </ul> </li> <li>• The County must approve all markings prior to the manufacturing of the Roll Carts.</li> </ul>
<p><b>Warranty</b></p>	<ul style="list-style-type: none"> <li>• Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the County at the expiration of this Agreement.</li> <li>• The warranty must be unconditional and non-prorated providing the County with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts.</li> <li>• Warranty is understood to include the following coverage:               <ul style="list-style-type: none"> <li>○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body.</li> <li>○ Damage to the body, the lid, or any component parts through opening or closing the lid.</li> <li>○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed.</li> <li>○ Failure of the body and lid to maintain its original shape.</li> <li>○ Wear through of Roll Cart bottom so that it leaks liquid.</li> <li>○ Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>○ Failure of any part to conform to minimum standards as specified.</li> </ul> </li> </ul>